

COLLECTIVE AGREEMENT
BETWEEN
HOLLAND COLLEGE
AND
THE PRINCE EDWARD ISLAND
UNION OF PUBLIC SECTOR EMPLOYEES

"ADMINISTRATIVE AND SUPPORT AGREEMENT"

April 1, 2018 to March 31, 2021

THIS AGREEMENT MADE THIS 25th day of June, 2019

BETWEEN

HOLLAND COLLEGE, a body corporate established by the Holland College Act
(R.S.P.E.I. 1974, Cap. H-8)

AND

THE PRINCE EDWARD ISLAND UNION OF PUBLIC SECTOR EMPLOYEES

WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter
contained agree each with the other as follows:

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ARTICLE 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the College and the Union and to set forth terms and conditions of employment relating to remuneration, employee benefits and general working conditions affecting employees covered by this Agreement.

ARTICLE 2

Definitions

- 2.01 For the purpose of this Agreement:

- (a) "College" means Holland College, a body corporate established by the *Holland College Act*;
- (b) "continuing employee" means a **continuing full-time or continuing part-time** employee. **A continuing employee seconded to a short-term position shall maintain continuing employee status.**
- (c) **"continuing full-time employee" is an employee who has been appointed to a Continuing Full-time Position after successful completion of the probationary period;**
- (d) **"continuing full-time position" is one that is regularly scheduled, recurring, and ongoing from year to year and where the hours of work are full time on both a weekly and annual basis;**
- (e) "continuing part-time employee" means an employee who is appointed to a continuing part-time position **after successful completion of the probationary period. The Continuing Part time Employee shall be covered by all the provisions of the collective agreement on a pro rata basis, unless expressly provided otherwise in this agreement;**
- (f) **"continuing part-time position" is one that is regularly scheduled, recurring, and ongoing from year to year and where the hours of work are:**

full-time regular weekly hours of work pursuant to article 7.01 for at least six (6) continuous months and less than twelve (12) continuous months per year

or

at least 50 percent of the regular weekly hours of work but less than the full-time regular weekly hours of work pursuant to article 7.01 for at least six (6) continuous months per year.
- (g) **"continuous service" means the period of employment commencing from date of hire as a probationary employee to date of termination as a continuing employee. For Continuing Part-time Employees working less than twelve (12) months annually, the contracted break in employment shall not constitute a break in continuous service.**
- (h) "day" means a working day unless otherwise stipulated;
- (i) "director" means an employee who reports directly to the Vice-President or President and is accountable for instructional leadership, program relevance and quality, learner development, staff development and supervision, and the administration of a Department;
- (j) "employee" means all probationary and continuing employees who are covered by this collective agreement **except for article 42 where it shall mean a Casual Employee and article 44 where it shall mean a Short-term Employee;**

- (k) “employer” means Holland College, a body corporate established by the *Holland College Act*;
- (l) "party" means the College or Union;
- (m) "probationary employee" means an employee who is being evaluated during a probationary period;
- (n) "probationary period" means a period of evaluation commencing on the date an employee begins work in a continuing position excluding any leave of absence;
- (o) "short-term employee" means an employee who is appointed to a short-term position;
- (p) **“short-term position” means a position that will exist for a temporary period of time greater than three (3) consecutive months but less than twelve (12) consecutive months, resulting from a leave of absence of a Continuing Employee pursuant to Articles 16, 18, or 52, or for a specific purpose where the duties are for a limited or uncertain duration. The twelve (12) months may be extended by mutual agreement of the parties. The terms and conditions for employees appointed to short-term positions are set out in Article 44;**
- (q) **“casual employee” is one who is neither a Continuing Employee nor a Short-term Employee. The Casual Employee works on a day to day basis as required to replace a Continuing Employee who will be on a leave of absence for up to three (3) consecutive months, or for completion of a special purpose for up to three (3) consecutive months. The Casual Employee is covered by only those provisions of the collective agreement set out in article 42;**
- (r) “spouse” means an employee’s legally married wife or husband, or a person who lives with the employee as a couple in a relationship, for a minimum of twelve (12) consecutive months;
- (s) "steward" means a person selected by the employees of the Union local to act on request of those employees in respect to grievances;
- (t) "Union" means the P.E.I. Union of Public Sector Employees;
- (u) “vice-president” means the Vice-President who reports directly to the President;
- (v) "work centre" means the building or structure where instruction of students takes place or where the College has administrative facilities.

2.02 A word used in the singular also applies in the plural, and a word used in the plural also applies in the singular, if the context so requires.

ARTICLE 3

Recognition

- 3.01 (a) The College recognizes the Union as the sole and exclusive collective bargaining agent for all administrative and support employees who are employed in classifications outlined in Schedule “A” of this Agreement, but excluding the positions outlined in the Voluntary Recognition Agreement between the College and the Union dated 11 April 1978 and those positions as provided for under Section 7 (2) (b) of the *Labour Act* (Part I) of Prince Edward Island.
- (b) Prior to the posting for a newly excluded position, the College agrees to advise the Union of its intentions and, if requested, to provide the Union with the documentation supporting the exclusion of such position in accordance with Article 3.01 (a).

The Union shall respond to the College within seven (7) calendar days of being notified of the College’s intentions.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the College which may conflict with the terms of this Collective Agreement.

ARTICLE 4

Management Rights

- 4.01 The Union recognizes that it is the right of the College to exercise the function of management and to direct the operations of the College and the working forces of the College, subject to the terms of this Agreement.

ARTICLE 5

No Discrimination or Harassment

- 5.01 The College agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee which, without limiting the generality of the foregoing, includes hiring, remuneration, professional leave, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, national origin, religious or political affiliation, sexual orientation, physical or mental disability, sex, marital status, family relationship, place of residence, nor by reason of the employee's membership, activity or lack of activity in the Union.
- 5.02 The Union and the College recognize the right of employees to work in an environment free from harassment and the College agrees to take such action as is necessary respecting an employee engaging in harassment in the workplace.
- 5.03 Harassment means any form of personal harassment, sexual harassment, abuse of authority as defined in the College's Harassment/Discrimination Complaints Policy.
- 5.04 An employee who wishes to pursue a concern arising from harassment may submit a grievance in writing directly to the final level in the grievance process. Grievances of this nature shall be treated in strict confidence. If an employee does not wish to process a grievance, he/she may file a complaint under the College's harassment policy.

ARTICLE 6

Public Legislation

- 6.01 If any law passed by the Legislature of Prince Edward Island applying to employees of the College covered by this Agreement renders any provision of the Agreement null and void, all other provisions shall remain in effect for the term of the Agreement and the parties to the Agreement shall meet within thirty (30) days, to negotiate a replacement for the provisions rendered null and void.
- 6.02 Subject to Article 6.01 where any provision of this Agreement conflicts with the provisions of any Public Statute of the Province, the latter shall prevail and shall be deemed to form part of this Agreement.

ARTICLE 7

Hours of Work

- 7.01 The regular daily and weekly hours of work for employees shall be as indicated by the following code in Schedule "A":

<u>Code</u>	<u>Daily Hours</u>	<u>Weekly Hours</u>
A	7 1/2	37 1/2
C	7	35

- 7.02 a) The days of work for all employees shall normally be Monday to Friday.
- b) Notwithstanding 7.02 a), the normal work week will be from midnight Sunday to the following Sunday at midnight in accordance with the following procedure:

- i) the Employer, including departmental management, shall meet with the Union at least three (3) months prior to the implementation of any new departmental schedule. The Employer will advise the Union as to the reasons for the revised schedule.
- ii) the Employer will notify the employees as to the proposed opportunity for the change in schedule to determine employee interest in working any altered schedule.
- iii) should there be insufficient interest by employees and, where operationally feasible, the Employer will seek to hire from outside the department.
- iv) in the absence of ii) and iii) above, the Employer will schedule qualified employees in the department to work the revised schedule and such selection shall be by reverse order of seniority. In this event, employees will be given sixty (60) calendar days notice of the change to their work schedule.

7.03 Notwithstanding the regular daily hours outlined in this Article, employees shall revert to a seven (7) hour work day commencing on the first day of business following Victoria Day of each year and ending on the last working day before Labour Day of each year.

ARTICLE 8

Flexible Hours

8.01 The College will continue to establish summer working hours.

8.02 Employees may request, in writing, approval from their Director to work hours other than those established by the College. The Director shall assess the request subject to operational requirements. An employee may request:

- (a) a flexible daily hours of work arrangement by altering the starting and/or finishing times or altering the amount of time taken as a lunch break, or
- (b)
 - (i) a compressed work week arrangement under which employees must complete their average weekly hours in a two (2) week work schedule authorized in advance by the Director;
 - (ii) a compressed work week arrangement shall be for a maximum of twelve (12) months and may be renewed following written request by the employee, subject to operational requirements.

8.03 By entering into a compressed work week arrangement, employees will not qualify for additional premium payment beyond their regular schedule hours of work as it relates to overtime, shift premiums and compensation for work on statutory holidays.

ARTICLE 9

Shift Work

- 9.01 (a) All hours worked on any shift which starts between 7:00 a.m. and 1:59 p.m. inclusive, shall be considered a day shift.
- (b) All hours worked on any shift which starts between 2:00 p.m. and 10:29 p.m. shall be considered a second shift.

- (c) All hours worked on any shift which starts between 10:30 p.m. and 6:59 a.m. shall be considered a third shift.
- 9.02 A shift premium of five dollars (\$5.00) per shift for work on the second or third shift shall be paid to those employees whose positions require twenty-four (24) hours continuous **coverage**. A shift premium of four dollars (\$4.00) per shift for work on the second or third shift shall be paid to all other employees.
- 9.03 All shift premiums shall be paid within four (4) weeks of the end of the quarter in which they were earned. Details as to the dates of shifts compensated for in any cheque shall be provided by the College at the employee's request.
- 9.04 Where operations permit, shifts shall be scheduled so there are not less than sixteen (16) hours rest between shifts.
- 9.05 Where a shift system is in effect for a group of employees, the shift schedule shall be posted in the appropriate work centre at least two (2) weeks in advance.
- 9.06 There shall be no compulsory split shifts.
- 9.07 Employees may state preference with regard to their entitlement of days off before the work schedule is drawn up and days off shall be granted on such preferred days wherever they do not conflict with the need to maintain service and adequate levels of staffing.

ARTICLE 10

Continuing Employment

- 10.01 After completion of a six (6) month probationary period, a probationary **full-time** employee in a classification other than Educational Specialist, Systems Administrator, Data Base Administrator, Administrative Officer, Librarian, Programmer Analyst, Professional Counselor or Lab Assistant shall become a continuing employee, have the probationary period extended by three (3) months to a maximum of nine (9) months of probationary employment or be rejected from the employee's position.
- 10.02 After completion of a twelve (12) month probationary period, a probationary **full-time** employee in the classification of Educational Specialist, Professional Counselor, Administrative Officer, Systems Administrator, Data Base Administrator, Librarian, Programmer Analyst, or Lab Assistant shall either become a continuing employee, have the probationary period extended by three (3) months to a maximum of fifteen (15) months or be rejected from the employee's position.
- 10.03 The College shall evaluate a probationary employee's performance during the probationary period. Evaluations shall be discussed with the probationary employee in accordance with Article 29.02.
- 10.04 Each probationary employee shall be notified by the employee's Director prior to completion of the probationary period whether the employee's status shall continue as a probationary employee or be changed to that of a continuing employee or be rejected from the employee's position.
- 10.05
- a) **The probationary period for a part-time employee in a classification pursuant to article 10.01 shall be nine hundred and eighty (980) hours of work and may be extended by four hundred and ninety (490) hours of probationary employment.**
 - b) **The probationary period for a part-time employee in a classification pursuant to article 10.02 shall be one thousand nine hundred fifty-seven point five (1957.5) hours of work and may be extended by four hundred and ninety (490) hours.**

ARTICLE 11

Overtime

- 11.01 An employee who is requested to work overtime shall be entitled to overtime compensation as provided in this Article when so authorized in advance by the Director or designate.
- 11.02 All employees **who work the regular weekly hours of work pursuant to Article 7.01** shall be entitled to overtime compensation for all time worked in excess of the regular daily or weekly hours of work;
- (a) overtime compensation shall be at the rate of time and one-half;
- (b) overtime shall be compensated as time off in lieu to be taken at a time mutually agreed between the employee and the College within the fiscal year of being earned. **In the second pay of October, when time off in lieu was not scheduled, Employees, upon request, shall receive pay out of all accrued overtime in excess of sixty (60) hours. The employee shall receive a pay out in the second pay of April of all overtime accrued up to March 31 of each year. Employees may choose to have the April overtime payout transferred to a Registered Retirement Savings Plan by providing Human Resources with written notice of same together with the completed documentation required by Canada Revenue Agency by March 31.** Notwithstanding the foregoing, the employee may elect to carry over up to a maximum of sixty (60) hours overtime to the next fiscal year.
- 11.03 Overtime pay for all employees shall be calculated at an hourly rate determined by the formula:
- $$\frac{\text{annual salary}}{260 \text{ days} \times \text{regular hours of work per day}} \times 1.5$$
- 11.04 An employee who works on a designated holiday shall be paid according to the provisions of Article 27.04.
- 11.05 Employees who are required to report for work or remain at work during periods when weather conditions have caused a closure, cancellation or delayed the opening of College locations shall be compensated at straight time off for all time worked during this period. This time off shall be taken at a mutually agreeable time.
- 11.06 An employee's normal work schedule shall not be altered to avoid overtime unless such a request is made by an employee.
- 11.07 Overtime compensation shall be payable to continuing part-time employees only in cases where they work in excess of the regular daily or weekly hours of work as outlined in Article 7.01.

ARTICLE 12

Callback

- 12.01 Callback is a condition of employment whereby an employee is called back to work that is not contiguous to the employee's scheduled working hours.
- 12.02 An employee who is called back to work and reports to work will be paid at the overtime rate calculated on the employee's regular scale for the hours worked, or a minimum of four (4) hours' pay at straight time for each call, whichever is greater. If an employee receives a second callback within two (2) hours of the beginning of the first call, then the employee shall be compensated for only one callback.
- 12.03 An employee who is called back and reports to work shall receive a transportation allowance of four dollars and 50 cents (\$4.50) per return trip or the actual travel rate, whichever is greater. With prior approval by the College, out-of-pocket expenses for other means of commercial transportation will be reimbursed.

ARTICLE 13

Information

- 13.01 As soon as reasonably possible or within thirty (30) days, whichever is sooner, after signing this Agreement, the College shall make a copy of this Agreement available to each employee.
- 13.02 The College shall advise the Union of the appointment or termination of each employee covered by this Agreement within ten (10) days after the appointment or termination.
- 13.03 Each new employee upon appointment shall be advised of the employee's position title, classification and employment status as a **Casual**, short-term, or probationary employee.
- 13.04 On October 31 of each year, the College shall forward to the Union a list showing each employee's name, position title, status, classification, and centre.

ARTICLE 14

Union Dues

- 14.01 The College shall as a condition of employment deduct an amount equal to the amount of Union membership dues from the biweekly pay of all **employees**. Dues shall be deducted as follows, depending upon an employee's biweekly gross pay cheque:
- (a) less than \$100, no dues shall be deducted;
 - (b) \$100 but less than \$200, one-third of the authorized dues;
 - (c) \$200 but less than \$420, two-thirds of the authorized dues; and
 - (d) \$420 or more, the full amount of authorized dues.
- 14.02 The Union shall inform the College in writing of the authorized deduction to be checked off in accordance with Article 14.01.
- 14.03 The amounts deducted in accordance with Article 14.01 shall be remitted monthly to the Union by cheque and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 14.04 The College shall indicate on each employee's income tax (T4) slip the total amount of Union dues deducted from the previous income tax year.
- 14.05 The Union agrees to indemnify and save the College harmless from any liability or action arising out of the operation of this Article.

ARTICLE 15

Leave on Union Business

- 15.01 Leave of absence with pay shall be granted by the College to officers and members of the Union under the following conditions:
- (a) if a Steward is required to investigate a complaint or a grievance on behalf of fellow employees;
 - (b) to make a complaint or grievance on one's own behalf or to act on behalf of the Union or another employee;
 - (c) if the employee as a member of a negotiating team on behalf of the Union attends negotiating meetings, providing that leave with pay under this sub-article shall be granted to not more than six (6) employees;
 - (d) if the employee is presenting a grievance before an arbitration board;

- (e) a maximum of twenty (20) days per fiscal year are available to be used by the Union for employees attending meetings, seminars or training courses on Union business; however, preparatory contract negotiating meetings shall be limited to a maximum of one (1) day for each negotiating team member; or
 - (f) if an employee attends one's own Classification Appeal Board hearing.
- 15.02 The College agrees to provide leave of absence with pay and the Union agrees to reimburse the College for the salaries of officers and members of the Union who are granted leave under the following circumstances:
- (a) if an employee is required to attend meetings concerning Union business and the number of days specified in Article 15.01 (e) has been depleted; or,
 - (b) if an employee is elected for a full-time position with the Union or any organization of which the Union is a member or affiliate for a period not exceeding two (2) years.

ARTICLE 16

Leave of Absence

- 16.01 All employees may be granted a leave of absence with or without pay. A leave of absence may be granted for a period of up to one (1) year which may be renewed for up to one (1) additional year. The maximum may be extended with the mutual consent of the College and the Union. Leaves for a compassionate reason may be extended beyond the two (2) year maximum.
- 16.02 Leave of absence may be granted for:
- (a) personal reasons including family illnesses or other compassionate reasons, including compassionate care leave pursuant to the *PEI Employment Standards Act*;
 - (b) activities which justify the granting of leave of absence including self-improvement; or,
 - (c) activities which are of potential benefit to the College.
- 16.03 A leave of absence granted for activities which are of potential benefit to the College shall be considered as a period of experience for salary increment purposes and as a period of employment with the College for the purpose of granting fringe benefits and continuing employment.
- 16.04 The level of salary to be paid during the leave of absence will be distributed evenly over the period of absence.
- 16.05 An employee on leave of absence without pay in accordance with Article 16.02 (a), 16.02 (c), 16.09, and Article 18, may elect to continue Group Life, AD&D, and Group Health and Dental insurance coverage providing the employee pays the employee's own share of the premiums for each benefit plan. Employees under 16.02 (b) may elect to continue the insurance plans provided the employee pays both shares of the required premiums.
- 16.06 The fringe benefit coverage for an employee on leave of absence with pay will be continued.
- 16.07 In the event that an employee is granted a leave of absence, the College shall reinstate the employee at the end of the leave to the employee's same position. If the employee's position is non-existent, then the College shall reinstate the employee to a similar position. The employee's salary shall not be less than that received at the time the leave was granted. If a similar position is non-existent, then the provisions of Article 30 will apply.
- 16.08 Employees who are granted a leave of absence without pay in accordance with Article 16.02 (a) or (b) for a period in excess of one (1) month shall not accumulate benefits which are measured by length of service; however, the leave shall not constitute a break in **continuous** service.

16.09 (a) Disability Leave

“Disability Leave” means a temporary absence from work without pay due to medical reasons. Disability Leave commences upon expiry of injury on duty leave or paid sick leave as the Employee is medically unfit to return to work at that time and the Employee cannot be accommodated under Article 55. Employees on Disability Leave may be in receipt of long term disability leave benefits pursuant to 16.09 (b)(i).

(b) Long Term Disability

- i) Notwithstanding Article 16.01, an Employee who is approved for long term disability benefits pursuant to article 21.07 shall remain on Disability Leave for a maximum period of twenty-four (24) months coincident with receipt of long term disability benefits. If the Employee is deemed permanently and totally disabled to the extent of not being able to work at any job and is therefore approved for long term disability benefits to continue beyond the twenty- four (24) month period, the Disability Leave shall cease at the end of the twenty-four (24) month period and all rights and privileges of the Collective Agreement shall terminate, but their period of receiving long term disability benefits shall be considered as a period of credited service only for the purpose of pension entitlement and eligibility for Articles 21.01 and 21.05.
 - ii) If the Employee is not approved for long term disability benefits to continue beyond the twenty-four (24) month period pursuant to Article 16.09 (b)(i), and is unable to return to work or be accommodated pursuant to Article 55, the Employee shall be laid off pursuant to Article 30, excluding Article 30.02.
- (c) When an Employee is medically unfit to return to work upon expiry of injury on duty leave or paid sick leave, and where the employee is not approved for long term disability benefits, the Employee shall be granted Disability Leave of Absence for a period of up to twelve (12) months, subject to (d) below. If the Employee is unable to return to work or be accommodated pursuant to Article 55 on the date Disability Leave ends, the Employee shall be laid off pursuant to Article 30.
- (d) During the period of Disability Leave and Layoff pursuant to (c) above, the provisions of article 20.04 (c) and (e) shall apply.
- (e) The period of Disability Leave shall be deemed a period of experience for salary increment purposes only and a period of employment for the purpose of severance or retirement pay. Otherwise it shall not be a period of service; however, it shall not constitute a break in service for an Employee who returns to work following Disability Leave. For greater certainty, no other benefits tied to service shall accumulate during Disability Leave. Group insurance coverage will be pursuant to article 16.05.
- (f) An Employee, upon approval for long term disability benefits, shall be notified by the Employer that all rights and privileges of the Collective Agreement shall terminate in the event the Employee is approved for long term disability benefits beyond the twenty-four (24) month period pursuant to Article 16.09 (b)(i), except for those benefits expressly provided in Article 16.09 (b)(i).

ARTICLE 17

Special Leave

- 17.01 Continuing Full-time and full-time Probationary Employees shall be eligible for special leave as follows:

- (a) after completion of one (1) year of **Continuous** service an employee shall be eligible for a maximum of five (5) days' leave with pay for marriage;
 - (b) **An employee shall be entitled to a maximum of five (5) days leave with pay for bereavement reasons;**
 - (c) An employee shall be entitled to one (1) day's leave with pay on the permanent placement of a foster child.
 - (d) an employee shall be eligible for five (5) days' leave with pay for the purpose of taking Civil Defense Training;
 - (e) an employee shall be eligible for ten (10) days' leave without pay for the purpose of taking Military Training;
 - (f) an employee shall be eligible for one-half (1/2) day's leave with pay to formally participate at a funeral service and may, at the College's discretion, be granted one half (1/2) day's leave with pay to attend the funeral of a friend or neighbor;
 - (g) an employee shall be eligible for leave with pay to attend an arbitration hearing as a witness or as an affected third party;
 - (h) an employee shall be eligible for leave with pay if the employee is required to attend court actions arising from employment provided the court action is not an action brought against the College by the employee;
 - (i) an employee shall receive a leave of absence with pay when an employee serves as a juror. An employee in receipt of the employee's regular earnings while serving as a juror shall remit to the College all monies paid to the employee by the court, except traveling and meal allowance not reimbursed by the College.
- 17.02 An employee may be granted up to six (6) days' leave with pay per calendar year for personal reasons at the discretion of the Director and in consultation with Human Resources, including leave where no one other than the employee can attend to illness and medical appointment needs of the employee's spouse, dependent child, or parent.
- 17.03 If an employee is on vacation leave at the time of a bereavement, the employee shall be granted special leave and be credited the appropriate number of days to vacation leave.
- 17.04 If a Continuing Part-time Employee's or part-time Probationary Employee's work day falls on any of the days set out in 17.01, excluding (e), the day shall be with pay and prorated to the full-time equivalent (FTE) of the position. A day shall equal all hours scheduled to be worked by the part-time employee on the day taken as leave.**

ARTICLE 18

Maternity, Adoption and Parental Leave

- 18.01 The College shall grant leave of absence without pay for a period of up to fifty-two (52) consecutive weeks to employees for reasons of birth or adoption of a child or parental leave.
- 18.02 An employee shall be eligible for three (3) days' paid leave on the occasion of the birth or adoption of the employee's child except in cases where **the maternity and adoption leave provisions of 18.01** is applied;
- 18.03 Supplemental Employment Benefit Plan - Continuing Employees

The parties agree that Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to employees having been employed in a continuing position with the College for a minimum of

twelve (12) months. The supplements to EI will be provided as follows:

- (a) An employee who provides the College with proof that she has applied for, and is eligible to receive maternity/adoption benefits under the provisions of the *Employment Insurance Act*, shall be paid an allowance for fifteen (15) weeks. The supplement shall be equivalent to the difference between the weekly EI Benefits the employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI Benefits to which the employee would have been eligible if no other earnings had been received during the period.
- (b)
 - (i) An employee, other than an employee who has received an allowance under Article 18.03 (a), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the *Employment Insurance Act*, shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.
 - (ii) The Supplemental Benefit for parental leave shall apply to eligible employees who commence parental leave on or after the signing date of this agreement.
- (c) In the event that the Government of Canada reduces the weekly EI Benefit, the College supplement shall continue unchanged and that supplement shall be equivalent to the supplement calculated as if the change had never occurred. For greater clarity, it shall be deemed that the employee's weekly EI Benefit did not change.
- (d) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
- (e) An employee mentioned in subsection (a) or (b) who is subject to a **prescribed** waiting period before receiving EI benefits, shall receive an allowance equivalent to seventy-five percent (75%) of his/her weekly rate of pay for **the prescribed** waiting period, less any other earnings received by the employee during the waiting period.
- (f) Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.
- (g) Total benefits are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the *Employment Insurance Act*.

Benefits are not payable if:

- (i) the employee has been dismissed or suspended without pay as per Article 33 of the collective agreement;
 - (ii) the employee has terminated his/her employment through resignation;
 - (iii) an application is made during a period when the employee is currently on strike, participating in picketing or concerted work interruptions;
 - (iv) the employee is on an approved leave of absence without pay;
 - (v) the employee is receiving insurance benefits under the *College's* long term disability program.
- (h) A claimant for benefits under this plan must sign an undertaking with the College on the prescribed

form (Schedule “C”).

- (i) If the College determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future monies payable by the College to the employee.
 - (j) No questions involving the interpretation or application of the Human Resources Canada portion of the benefit will be subject to the formal grievance procedure provided for in the collective agreement between the College and the Union acting as bargaining agent for the employees covered by the plan.
- 18.04 An employee shall, upon completing the period of leave, return to the employee's same position, pay level and step as the employee would have been entitled to had the leave not been taken. If the employee's position is non-existent, then the College shall reinstate the employee to a similar position, pay level and step as the employee would have been entitled to had the leave not been taken. If a similar position is non-existent then the provisions of Article 30 will apply.
- 18.05 A leave granted under this Article shall not constitute a break in service for the purpose of calculating service as it relates to seniority, severance pay or the granting of vacation and salary increments. An employee on maternity, adoption and parental leave as outlined in Article 18.01 and 18.02, may elect to continue Group Life, Group AD&D, Group Medical and Dental coverage, provided the employee pays their own share of the premiums to each benefit plan. For the avoidance of doubt, vacation and sick leave shall not accumulate while an employee is on leave under this Article. Service credits for pension purposes shall be in accordance with the pension plan text.

ARTICLE 19

Classification Appeal Procedure

- 19.01 a) An employee who considers that s/he is improperly classified in Schedule “A” may request a review of their position by submitting a letter specifying the reasons for the request and a copy of the revised job fact sheet, noting specifically the position requirements that have changed.
- b) The revised job fact sheet shall be reviewed with the employee’s supervisor. If the supervisor agrees with the revised job fact sheet, then the supervisor will sign and forward the completed job fact sheet to the Director responsible within twenty (20) days of receiving the request. If not approved, the employee’s supervisor will return the job fact sheet to the employee with the reasons as to why the job fact sheet is not approved.
- 19.02 Within fifteen (15) days of receiving the request, the Director will review the job fact sheet, and if approved, will forward it to the Director of Human Resources. If not approved, the employee’s Director will return the job fact sheet to the supervisor and employee with the reasons as to why the job fact sheet is not approved.
- 19.03 The Director of Human Resources shall respond within twenty (20) days of receiving the request for reclassification.
- 19.04 If the reclassification request is denied at any level and the employee does not agree with the decision, the employee, within ten (10) days of receiving the decision, shall meet with Management to discuss the reasons for their denying the request for reclassification. The Employee may choose to be accompanied by a union representative. The Employee shall then have the right to appeal the decision to the Classification Appeal Board provided it is done within ten (10) days of meeting with Management.
- 19.05 A Classification Appeal Board consisting of one member appointed by the Union, one member appointed by the College and a mutually agreeable chairperson shall be named for a three-year period commencing as soon as possible after this Agreement is signed.

- 19.06 An appeal to the Board shall be in writing specifying the reasons for the appeal and shall be sent to the Chairperson of the Board.
- 19.07 The Board shall, within fifteen (15) days of receipt of the appeal, review the appeal and may hold a hearing on the appeal.
- 19.08 The Board shall communicate its decision and reasons thereof in respect to the appeal in writing to the employee, the College and the Union within thirty (30) days.
- 19.09 The decision of the Board is binding on all parties. A notice of a re-classification and/or an appeal shall be placed on the employee's personal file stating the date submitted.
- 19.10 The Appeal Board shall not deal with an appeal on any position which has been considered by it within the previous twelve (12) months unless the employee can demonstrate in writing that there has been a substantive change in their duties and responsibilities of the position since the last review by the Board.
- 19.11 Pay on Re-classification
- a) Once approved as per 19.03, an employee whose position is re-classified to a higher level classification shall be promoted and paid accordingly.
 - b) An employee whose position is reclassified to a classification with a lower maximum rate of pay than the Employer's current rate of pay shall be retained until such time as the rate for the new classification matches the current rate.
 - c) The effective date of reclassification shall be from the date the employee's request was submitted.

ARTICLE 20

Sick Leave

- 20.01 Sick leave means that period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- 20.02 (a) The following **annual** sick leave benefits shall be available to **Continuing Full-time and full-time Probationary Employees**:
- | <u>Length of Continuous Service</u> | <u>Sick Leave Benefits</u> |
|-------------------------------------|---|
| Under 1 year | Accumulate one and two-thirds (1 2/3) days per month |
| 1-3 years | 100% income for first 12 weeks
60% income for next 5 weeks |
| 3+ years | 100% income for 17 weeks |
- (b) **For an Employee with more than one (1) year of Continuous service, the maximum annual sick leave entitlement is seventeen (17) weeks. When such Employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 20.02 (a), sick leave with pay may, at the sole discretion of the Employer, be granted to the Employee for a period of up to ten (10) days at the income percentage pursuant to 20.02 (a), subject to the deduction of such advanced leave from the next year's sick leave entitlement. For the purpose of Article 20.02, the annual sick leave entitlement period shall be from September 1 to August 31.**
- 20.03 After the seventeen (17) week sick leave benefit period described in 20.02 above, the only benefits payable in cases where there is a continuous absence due to illness will be those benefits provided under the long term disability insurance plan.

20.04 Sick leave shall be granted on the following terms:

- (a) **When sick leave is requested, the Employee shall submit to the Employer a self-verifying online record of illness as prescribed by the Employer.**
- (b) if the period of absence has exceeded five (5) consecutive days, a certificate is **also** required from a registered medical doctor stating that the employee has been under care and unable to carry out the employee's duties;
- (c) **The Employer may request proof of illness from a legally qualified health care practitioner for absences due to illness or where the Employer has concerns regarding the pattern of sick leave usage. Where the Employer has reason to believe an Employee is misusing sick leave, the Employer may issue to the Employee a directive for a predetermined period of time that requires the Employee to submit a medical certificate for any period of absence for which sick leave is claimed.**
- (d) Any employee found to be misusing sick leave may be subject to disciplinary action.
- (e) **The Employee may be required to provide information to the Employer regarding the nature of the illness or injury, the duration or expected duration of the absence, the fitness of the Employee to return to work, and any limitations associated with the fitness of the Employee to return to work. Where the Employer requires a Fitness to Work assessment and report the associated costs will be paid by the Employer.**
- (f) **An online record of illness or a medical certificate, when required, must be submitted by the employee to the supervisor within fifteen (15) days of the beginning of the absence unless there are extenuating circumstances presented to the Executive Director.**

20.05 (a) Where an illness is considered by the College to be caused due to the use of alcohol or other drugs, the College may direct the employee to undergo a medical examination by a medical doctor who specializes in the treatment of alcohol and drug problems.

- (b) Where the employee in Article 20.05 (a) is directed by the College or voluntarily elects to undertake a full treatment and rehabilitation program approved by the College, the employee shall be granted sick leave with pay in accordance with this Article.

20.06 On request, the College will advise an employee of eligibility for sick leave in accordance with Article 20.02.

20.07 Employees recalled in accordance with Article 30 shall have previous length of **Continuous** service with the College used to determine eligibility for sick leave as outlined in Article 20.02.

20.08 A Continuing **Full-time** Employee who resigns as a result of the employee's decision to raise a dependent child or children and is re-employed, upon written notification to the College, shall have previous length of **Continuous** service with the College reinstated to determine eligibility for sick leave as outlined in Article 20.02. The following conditions shall apply:

- (a) the employee must have accumulated at least four (4) years of continuous service at the time of resigning; and
- (b) the resignation itself must indicate the reason for resigning; and
- (c) the break in service shall be no longer than three (3) years.

20.09 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave credits, if the employee produces a certificate from a registered medical doctor stating the period during which the employee was incapacitated. When such substitution occurs, the employee shall have the

vacation days credited to vacation leave accumulation.

- 20.10 Pursuant to Articles 16.09, 20.04, and 55, the College reserves the right to require an evaluation by a qualified health care professional acceptable to the employee and the College. Any cost associated with the evaluation shall be borne by the College. Leave of absence with pay shall be provided to attend the evaluation.
- 20.11 In accordance with Article 20.02, Continuing Part-time employees **and part-time Probationary Employees** shall have their sick leave benefit pro-rated according to the full-time equivalent (FTE) of the position.

ARTICLE 21

Insurance and Pension Coverage

- 21.01 Group Medical and Dental Insurance - The College agrees to pay seventy-five (75%) percent of the premium cost of Medical and Dental Plans for employees who elect single/family coverage subject to the payment of the balance of the premiums by employees through pay deductions.
- 21.02 a) The College agrees to pay two-thirds (2/3) of the cost of premiums for the Group Life Insurance Plan and the Accidental Death and Dismemberment Insurance Plan subject to the payment of the balance of the premiums by employees through pay deductions.
- b) The premiums for Voluntary Group Life, Dependent Life, and Voluntary Accidental Death and Dismemberment Insurance coverage will be 100% employee paid.
- 21.03 Pensions - Effective April 1, 1977, all probationary **full-time** and Continuing **Full-time** Employees shall participate in the Holland College Pension Plan. **Probationary Part-time and Continuing Part-time Employees who meet the eligibility requirements outlined in the Holland College Pension Plan shall be eligible to participate in the pension plan.** A copy of the provisions of the Pension Plan shall be provided to each probationary employee.
- 21.04 The College agrees to consult with employee representatives during the term of this Agreement to discuss the Holland College Pension Plan.
- 21.05 The College agrees to allow retired employees to participate in a group medical and/or dental insurance plan(s) subject to the payment of premiums by retired employees.
- 21.06 The College agrees to make available to each employee a summary of the provisions of its general liability insurance plan. A copy of the general liability insurance plan shall be available for review by employees.
- 21.07 (a) The College agrees to administer an appropriate long term disability insurance plan, the premium costs of which shall be paid totally by the employees participating in the plan. Participation in the plan shall be mandatory for all employees eligible to participate in the plan. **For greater clarity, Employees who will work less than twelve (12) months annually or less than fifty percent (50%) of the regular weekly hours of work are not eligible for long term disability coverage.**
- (b) The College agrees to consult with employees regarding any proposed amendments to the Holland College long term disability plan.
- 21.08 The College agrees to have one (1) UPSE Administrative and Support representative as a member of the Holland College Pension Committee. The purpose of the Committee is to examine pension plan benefits, costs and make recommendations to the College.
- 21.09 The Director of Human Resources will chair a Benefits Advisory Committee. The purpose of this committee is to examine benefits and costs for eligible employees and retirees and make recommendations to the College. The committee will include two (2) representatives from UPSE Administration and Support.

ARTICLE 22

Injury on Duty

- 22.01 All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing the employee's regular duties with the College as a result of an accident that is covered by the *Workers' Compensation Act*, shall receive a leave of absence under Article 16.02 (c) for the period the employee receives Workers' Compensation benefits.
- 22.02 This leave of absence shall continue for a period of nine (9) months but may be extended to twelve (12) months if medical opinion advises that the employee should be able to return to work within the additional three (3) month period.
- 22.03 During the leave of absence provided under this Article, the College shall pay the full cost of the employee's premiums for compulsory insurance outlined in Article 21.02 a) plus the employee's premiums for group medical and dental insurances, providing the employee was enrolled in these plans prior to the employee's injury on duty. The College shall also make the employee's pension contribution if necessary for eligible employees during this leave of absence, on the basis as if the employee had been at work.
- 22.04 Notwithstanding Article 22.01, in the event that the salary of an employee, at the time of a claim under the *Workers' Compensation Act*, exceeds the maximum annual earnings established by regulation, the College shall during injury on duty leave continue to pay the employee an amount equal to eighty-five percent (85%) of net income on a bi-weekly basis on that portion of salary which is in excess of the maximum earnings recognized by the Workers' Compensation Board. The calculation of net pay entitlement shall be made in the same manner as the calculation made by the Workers' Compensation Board up to the maximum annual earnings.
- 22.05 Pending the initial decision of a Workers' Compensation Claim, an employee shall continue on payroll and shall be paid at the level which is equivalent to the employee's entitlement under the *Workers' Compensation Act*. When the claim is approved, the employee agrees to repay the amount equivalent to the amount paid by the College pending the approval of the claim. If the claim is not approved, the employee will be entitled to use sick leave.
- 22.06 An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift without deduction from sick leave, if the College is provided with a doctor's certificate confirming that the employee is not fit to return to work.
- 22.07 Notwithstanding Article 16.08, an employee who is on injury on duty leave shall continue to earn and accumulate sick leave and vacation leave credits.
- 22.08 An employee who has filed a claim under the *Workers' Compensation Act* shall be eligible to apply for sick leave during any required benefit waiting period, such sick leave to be compensated at the rate of eighty-five percent (85%) of net income. In the event that the employee receives compensation from the Workers' Compensation Board for the benefit waiting period, the employee shall repay the College for the compensation paid during the benefit waiting period.

ARTICLE 23

Safety and Health

- 23.01 The Employer shall take every reasonable precaution to **protect** the health and safety of employees. Protective devices and other equipment required by law to protect employees properly from injury shall be supplied by the College.
- 23.02 Employees shall take every reasonable precaution to **protect** their own health and safety, **and that of other persons at or near the workplace.**
- 23.03 When an employee, a group of employees, the College, or Union is not satisfied that the provision of

Article 23.01 or 23.02 are being complied with, then the following shall apply:

- (a) the matter will be referred in writing to the College or to the appropriate party who shall immediately investigate the complaint;
- (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to the final level in the grievance procedure;
- (c) if the decision rendered in Article 23.03 (b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.

23.04 Safety committees **or representatives** will be established as required by the Occupational Health and Safety Act of the Province of Prince Edward Island.

ARTICLE 24

Clothing and Cellular Phones

- 24.01 Where it is recommended in writing to the College by the Occupational Health and Safety Division, or where an employee is required by law or by the College to wear protective clothing or other devices, the College shall provide such articles free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.
- 24.02 Where uniforms or protective clothing are currently provided by the College, the present practice shall continue.
- 24.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the College.
- 24.04 The College will not require employees to use personal cellular phones in the performance of their duties. If an employee is required to use a cellular phone in the performance of his/her duties, the College will provide that cellular phone and the employee shall be responsible for any costs arising from personal use of that phone. Where mutually agreed between the employee and the employer, the employee may use their personal cellular phone in the performance of his/her duties and the employer will provide a mutually acceptable allowance to the employee, based upon the expected use of the personal cellular phone in the performance of those duties.

ARTICLE 25

Development or Sabbatical Leave

- 25.01 A Sabbatical or Development Leave of Absence may be granted by the College, subject to the condition that the employee return to the College upon the termination of the Sabbatical or Development Leave provided:
 - a) The purpose of the leave is for College approved academic training or industrial pursuits.
 - b) The period of leave will be as mutually agreed upon by the College and the employee.
 - c) Conditions are that the employee, upon termination of Sabbatical or Development Leave, will return to the College for a period of employment equal to twice the duration of the leave. Should the employee fail to complete the required term of service, the employee shall be required to repay to the College an amount which bears the same ratio to the total cost of leave as the uncompleted service bears to the total term of service under this section. In cases where the employee fails to complete the required term of service due to death, permanent disability or involuntary termination due to position abolishment, the employee will not be required to repay these amounts to the College.
 - d) The employee shall be paid a minimum of seventy-five (75%) percent of salary while on Sabbatical or Development Leave.

- e) Where an employee on Development or Sabbatical Leave receives a grant, bursary, scholarship or other income, the amount shall be paid to the College. However, an employee shall not be required to reimburse more than the salary paid by the College during the period of leave.
- f) The fringe benefit coverage shall be maintained and prorated according to salary paid.
- g) Applications for Sabbatical or Development Leave are to be made in writing to the Vice President of Corporate Services not later than January 31 in each year.
- h) The President shall respond to requests received by March 31.
- i) The College agrees to provide the Union with an annual report on numbers of applications for Sabbatical or Development Leave and the disposition of those applications.
- j) When an employee returns from Sabbatical or Development Leave, the College agrees that the employee will be returned to the employee's original position if it still exists or to a comparable position if it no longer exists. This clause in no way restricts the right of the College to lay off the employee in accordance with Article 30.

ARTICLE 26

Travel and Accommodation

- 26.01 Subject to Article 26.03, employees are responsible for transportation between their place of residence and their work centre.
- 26.02 Employees using their own motor vehicle in the performance of College approved duties which occur away from their work centre shall be paid an allowance for each kilometer driven equal to the rate the Government of Prince Edward Island reimburses to its employees. The College agrees to adjust its reimbursement rate four (4) times per year and will apply the government rate which is effective each January 1, April 1, July 1, and October 1. Employees and the Union will be notified each time the rate changes. Employees shall be eligible for a minimum daily claim of six dollars (\$6).
- 26.03 Providing there is no change in location of residence, and providing the new work centre is eight (8) kilometers more distant from their place of residence, employees who are transferred to a different work centre shall be paid an allowance as provided in Article 26.02 for a period not to exceed twelve (12) months. Total kilometers are to be determined using the following formula:

$$2 \times (\text{distance between residence and new work centre minus distance between residence and original work centre}).$$
- 26.04 Employees who serve more than one work centre shall be paid an allowance as provided in Article 26.02 for travel between work centres during the day. The allowance will be calculated on the basis of the distance traveled on a return trip from the base work centre.
 - (a) This article does not apply to a new continuing position, posted subsequent to April 1, 2007, requiring employees to work at more than one work centre and where the work centres are less than 10 kilometers apart.
 - (b) New employment opportunities requiring the successful applicant to serve more than one work centre less than 10 kilometers apart shall be clearly outlined in the job posting.
- 26.05 Expenditure on meals within the province and outside the province shall be limited to the amount necessary to maintain a comparable level of living to that normally enjoyed at home.
- 26.06 Employees shall also be reimbursed for expenses such as parking charges, necessary telephone calls, taxi fare and reasonable entertainment expenses.

- 26.07 When employees are required by the College to be away from their regular place of residence by reason of College business, they will be paid an accommodation allowance for hotel room at actual cost, with a receipt to accompany the claim. If an employee elects to stay in a non-commercial establishment, the employee shall be eligible to claim fifteen dollars (\$15) per day in lieu of commercial accommodation.
- 26.08 In-province travel claims should be submitted on a monthly basis. Out-of-province travel claims shall be submitted within twenty (20) days of returning to the province. Payments shall be made within ten (10) days of submission of the claim.
- 26.09 In instances where transportation, meals or accommodations are provided by the College, an employee may not claim under this Article.
- 26.10 Employees using their own vehicles shall, prior to transporting students on College business, obtain an endorsement with a Form 6A Limited Permission to Carry Passengers for Compensation, to their current insurance. The College will reimburse employees for this additional expense on production of a receipt issued by the insurance company.

ARTICLE 27

Designated Holidays

- 27.01 Employees shall be entitled to the following designated holidays with pay:
- (a) New Year's Day
 - (b) Islander Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Eve Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) one additional day in each year that is designated by the College and recognized to be a civic holiday in the area where the employee is employed
 - (n) any other day duly observed as a provincial or national holiday.
- 27.02 When a day designated as a holiday falls on an employee's day of rest, the College shall grant the holiday with pay on the first working day immediately following the holiday or a mutually acceptable day.
- 27.03 When a holiday falls within a **Continuing Full-time or full-time Probationary Employee's** vacation period, the employee will be granted an additional day to the employee's vacation period.
- 27.04 An employee who is authorized to work on a designated holiday shall be paid, in addition to the employee's regular pay, at the rate of double time for the hours worked on the holiday, unless the employee requests double time off in lieu at a time mutually agreeable to the College and the employee.
- 27.05 **In order to be eligible for the holiday, a Continuing Part-time or part-time Probationary Employee must be actively employed for the pay period during which the holiday occurs and shall be paid** for the designated holidays in 27.01 pro-rated according to the full-time equivalent (FTE) of the position.

ARTICLE 28

Vacations

- 28.01 **Continuing Full-time and full-time Probationary** Employees shall be entitled to vacation with pay during each fiscal year on the following basis:
- (a) Employees with less than five (5) years' **Continuous** Service earn vacation entitlement at the rate of one and one-quarter (1 1/4) days per month of **paid employment** (three (3) weeks annual vacation per year).
 - (b) Employees with more than five (5) years' and less than **fifteen (15)** years' **Continuous** Service shall earn vacation entitlement at the rate of one and two-thirds (1 2/3) days per month of **paid employment** (four (4) weeks annual vacation per year).
 - (c) Employees with more than **fifteen (15)** years' **Continuous** Service shall earn vacation entitlement at the rate of two and one-twelfth (2 1/12) days per month of **paid employment** (five (5) weeks annual vacation per year).
 - (d) **Employees with twenty-three (23) or more years' Continuous** Service shall earn vacation entitlement at the rate of two and one-half (2 1/2) days per month of **paid employment** (six (6) weeks annual vacation per year).
- 28.02 All vacation leaves will be approved prior to commencement.
- 28.03 Unused vacation leave shall be carried over to the following fiscal year, however, the maximum accumulation at any one time shall be:
- (a) a total credit not to exceed thirty-five (35) days if less than five (5) years continuous service; or
 - (b) a total credit not to exceed forty (40) days if five (5) but less than **fifteen (15)** years continuous service; or
 - (c) a total credit not to exceed fifty (50) days if **fifteen (15)** or more years continuous service, or
 - (d) a total credit not to exceed sixty (60) days with twenty-three (23) or more years continuous service.
- 28.04 The College shall grant one (1) day paid vacation on the last working day before Christmas Eve Day and three (3) days paid vacation between Boxing Day and New Year's Day. Should any employee be required to work during this period, the employee shall be entitled to straight time leave with pay at another mutually agreed upon time.
- 28.05 Should an employee on approved vacation leave be required to report for duty, the employee shall receive compensation at the rate of double time for all hours worked in accordance with Article 11.02 (b). The employee's vacation leave shall be rescheduled to another mutually agreeable time.
- 28.06 Continuing part-time employees **and part-time Probationary Employees, who will work twelve (12) months per year**, shall have their vacation accumulation in accordance with 28.01 through 28.05, pro-rated according to the full-time equivalent (FTE) of the position. Continuing **Part-time Employees and part-time Probationary Employees, who will work less than twelve (12) months per year**, shall be eligible for vacation pay equal to six (6) percent of salary payable biweekly **and shall be granted one (1) day paid leave on the last working day before Christmas Eve day and three (3) days paid leave between Boxing Day and New Year's Day at the employee's regular daily rate of pay** should these days fall during the period of their active employment. Paid leave during **February/March** break shall not apply to employees classified as Lab Assistants.

ARTICLE 29

Personal Record Files

- 29.01 The College shall maintain, in its Human Resources office, a personal record file of each employee which shall be available for personal inspection, upon written request, during working hours.
- 29.02 Before an evaluation report is entered into the employee's personal record file, the employee shall acknowledge that the employee has had the opportunity to review such evaluation by signing the copy to be filed, with the expressed understanding that the employee's signature does not necessarily indicate agreement with the contents. The employee will be permitted to attach the employee's comments related to the evaluation report. No additional comments shall be added to the evaluation report after it has been signed by the employee.
- 29.03 The procedure outlined in Article 29.02 above shall also apply to the entering of adverse notes or reports in an employee's personal record file.
- 29.04 The Director of Human Resources shall have any adverse report or note entered in the employee's personal record file removed after twenty-four (24) months have elapsed, providing there has been no additional related adverse note or report during the twenty-four (24) month period. The twenty-four (24) months shall be calculated from the date the matter or event causing the adverse report or note occurred.
- 29.05 The College shall release information from an employee's personal record file only upon request of the employee.

ARTICLE 30

Layoff and Recall

- 30.01 If an employee's position becomes non-existent and the College is unable to find a suitable position for the employee concerned, the employee may be laid off in accordance with Article 30.02.
- 30.02 If an employee is to be laid off, the College must give notice in writing sixty (60) calendar days prior to the effective date of the layoff. If the employee has not had the opportunity to work sixty (60) calendar days after notice of layoff, the employee shall be paid in lieu of work for that part of sixty (60) calendar days during which work was not made available.
- 30.03 When an employee is laid off, the employee shall be placed on a re-employment list for a period of eighteen (18) months. This list shall be maintained by the Human Resources Department and the list shall be checked for eligible candidates each time a vacancy occurs in the College establishment. Any eligible employee on the list shall be recalled before the vacant position is advertised.
- 30.04 A **Continuing Full-time** Employee who is laid off and is recalled within eighteen (18) months shall have previous **Continuous** Service with the College recognized in calculating vacation **and sick leave** entitlement. A **Continuing Part-time Employee who is laid off and is recalled within eighteen (18) months** shall recover any unused sick leave to the employee's credit at the time the employee was laid off.
- 30.05 In the event that a former continuing employee accepts short-term employment with the College during the initial eighteen (18) month period that the employee is on a re-employment list, the employee's period of time on the re-employment list will be extended by the number of calendar days equal to the time the employee worked during the initial eighteen (18) month period on the re-employment list.
- 30.06 Article 47 (Seniority) shall be applied in cases of layoff and recall.
- 30.07 For continuing part-time employees, the application of Articles 30.01 and 30.03 shall only apply to positions of equal or fewer hours.

30.08 An Employee on the re-employment list during the recall period shall not be entitled to the provisions of the Collective Agreement except for Articles 47, 30.03 and 30.05, and 21.01 and 21.02(a) only if the Employee pays 100% of the required premiums and that said premium payments are received in advance on the first of each month of coverage, otherwise coverage will be terminated.

ARTICLE 31

Severance Pay

31.01 For the purposes of this Article, "retirement" means separation from the College and the exercising of pension vesting rights, or the exercising of any other College retirement savings plan;

31.02 All Continuing Employees who have five (5) or more years of Continuous **Service**, or their estates, shall be entitled to severance pay based on one of the following reasons:

- (a) retirement based upon the "Rule of 80" provision of the Holland College Pension Plan;
- (b) termination of employment due to permanent disability, or death; or
- (c) involuntary termination due to position abolishment or layoff.

31.03 (a) Retirement

The severance pay payable under sub-article 31.02 (a) shall be equal to one (1) week's pay for each year of **full-time** Continuous Service, or portion thereof, to a maximum of twenty-eight (28) weeks' pay multiplied by the employee's average annual salary for the period of continuous service:

$$\frac{\text{Average Annual Salary} \times \text{Years of continuous service (to a maximum of 28 years)}}{52}$$

For employees with more than twenty-eight (28) years of continuous service, the twenty-eight (28) years of continuous service during which the annual average salary is highest shall be used for calculating the average annual salary.

(b) Death or Disability

The severance pay payable under sub-article 31.02 (b) shall be equal to one (1) week's pay for each year of **full-time** Continuous Service, or portion thereof, multiplied by the employee's average annual salary for the period of continuous service:

$$\frac{\text{Average Annual Salary} \times \text{Years of continuous service}}{52}$$

(c) Position Abolishment or Layoff

The severance pay payable under sub-article 31.02 (c) shall be equal to one (1) week's pay for each year of **full-time** Continuous Service, or portion thereof, and shall be based upon the employee's weekly salary in effect at the date of termination.

(d) Pro-rating for Continuing Part-Time Employees

For continuing part-time employees, the severance payable shall be calculated in accordance with the full-time equivalent (FTE) of the position.

31.04 At the written request of the employee, any severance pay payable under Article 31.02 will be paid to the employee at the beginning of the calendar year immediately following the year of termination rather than during the year of termination.

- 31.05 (a) An employee to whom severance pay is payable under Article 31.02 (a) may elect to:
- (i) take a paid pre-retirement vacation in lieu of the employee's entitlement to severance pay which will equal the employee's entitlement under Article 31.03; or
 - (ii) take a combination of paid pre-retirement vacation and severance pay which will equal the employee's entitlement under Article 31.03.
- However, any paid pre-retirement vacation under this Article must terminate on the employee's date of retirement.
- (b) In order to qualify for a paid pre-retirement vacation under this sub-article, the employee must request the paid pre-retirement vacation, in writing, at least three (3) months prior to the proposed commencement date of the paid pre-retirement vacation.
- 31.06 Periods of leave of absence without pay shall not constitute a break in "continuous service" for the purposes of this Article.
- 31.07 A **Continuing** Employee who has been provided written notice of layoff and who resigns shall, provided the employee has a least five (5) years continuous service, be entitled to receive severance pay in accordance with the provisions of this Article.
- 31.08 In addition to severance pay provided under Article 31.03 (c) for involuntary termination due to position abolishment or layoff, employees shall be entitled to an enhanced severance payment calculated as follows:
- one (1) week for every two (2) years' of **Continuous** Service, or portion thereof, over ten (10) years calculated on a maximum of twenty-eight (28) years' of **Continuous** Service.

ARTICLE 32

Job Opportunities & Promotions

- 32.01 Subject to Article 30.03, all openings covered by this Agreement for continuing positions or short-term positions that will exist for six (6) months or more and that the employer intends to fill, shall be posted within 60 calendar days of the vacancy occurring. The position shall be advertised on the College's email system at least seven (7) calendar days prior to the closing date for application. Information on the posting shall include the position's classification **and job title**. If a successful applicant is selected, the College shall, where possible, award the posted position to the successful applicant within sixty (60) calendar days of the date of the posting.
- 32.02 The College agrees that applications shall be fully processed to determine if there is a suitable applicant and the processing shall be done in the following order:
- (a) Continuing and probationary employees or former employees of this agreement whose names are on a re-employment list;
 - (b) Short-term **and Casual** employees.
 - (c) applicants outside the Union.
- In the event that employees are denied an interview for any vacant position, the College agrees to provide, upon request, an explanation of the reasons the applicant was unsuccessful.
- 32.03 Notices as provided in this Article shall contain:
- (a) a concise description of the particular characteristics of the position;

- (b) a listing of the criteria of eligibility and the requirements of the position.
- 32.04 Article 47 (Seniority) shall be applied in filling vacant positions from within the College.
- 32.05 The minimum rate of compensation of an employee upon promotion to a position with a higher maximum salary shall be at the step which provides for an increase of not less than five (5) percent. If the maximum salary of the higher classification is less than five (5) percent higher than the maximum salary of the lower classification, the employee shall move to that step that provides at least the same percentage increase in salary as exists between the two classifications at the maximum rates.
- 32.06 **All openings for non-unionized positions at or below the manager level at the College that will exist for six (6) months or more and that the Employer intends to fill shall be advertised on the College's email system for the information of Employees. These openings are not subject to the provisions of Article 32.01 through 32.05 inclusive.**

ARTICLE 33

Discipline and Discharge

- 33.01 No continuing employee shall be disciplined by written reprimand, suspension without pay or by discharge except for just and sufficient cause.
- 33.02 A probationary employee may be discharged if, after fair and reasonable evaluation by the College in accordance with the provisions of Article 10.03, he/she is found to be unsuitable. Termination of employment, after fair and reasonable evaluation during an employee's probationary period, shall not constitute discipline under this Agreement.
- 33.03 Where an employee is disciplined by suspension without pay or by discharge, the College shall state in the suspension or discharge notice the reason for the action taken, and a copy of such notice shall be sent to the Union.
- 33.04 Where an employee alleges the employee has been suspended or discharged in violation of Article 33.01, the employee may within ten (10) days of the date on which the employee was notified in writing or within twenty (20) days of the date of the employee's suspension or discharge, whichever is later, invoke the Grievance Procedure. For the purposes of alleging violation of Article 33.01, the employee shall lodge the employee's grievance at the final level in the Grievance Procedure and if a satisfactory settlement is not reached the employee may proceed to arbitration as outlined in Article 37.
- 33.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 33.01, that employee shall be reinstated immediately in the employee's former position without loss of pay or any other benefit which would have accrued to him/her, if the employee had not been suspended or discharged.

ARTICLE 34

Transfer

- 34.01 "Transfer" means a change in the employee's place of work from one work centre to another work centre that is more than ten (10) kilometres from the first work centre.
- 34.02 An employee may be transferred or request a transfer to a different work centre. Where an employee is transferred from one work centre to another, the employee shall be given at least four (4) months' notice of such transfer. Article 47 (Seniority) shall be applied in the case of involuntary transfer.
- 34.03 Should an employee be required to serve more than one work centre, the College shall designate a base centre for such employee.

- 34.04 An employee shall not receive a transfer after reaching the age of 62 years except by mutual consent of the employee and the College.
- 34.05 Notwithstanding Article 34.04, an employee may be transferred to a different work centre under the following conditions:
- (a) the work centre is permanently closed;
 - (b) the position is non-existent.
- 34.06 An employee who is required to change the employee's place of work where the distance is less than ten (10) kilometers, shall be provided with at least ten (10) days' notice.
- 34.07 Employees who voluntarily transfer from one geographic area to another as a result of a promotion, and who change their place of residence, are eligible for removal costs for furniture and household effects up to \$1 000, subject to the eligibility requirements outlined below. Receipts are required to claim any amounts under this section.
- 34.08 Where the College transfers an employee or where the employee's position is relocated, the employee shall be entitled to reimbursement for the following expenses involved in relocation, subject to the eligibility requirements outlined below:
- (a) Housing Hunting Trips

Up to three (3) days' leave of absence with pay plus accommodation. Meals and travel allowances shall be paid according to the provisions of Article 26.
 - (b) Housing Assistance
 - (i) Where the employee owns a home, financial assistance will be provided to cover the actual and reasonable costs of: (1) advertising the sale of the home if sold privately or real estate agents fees if sold by a real estate firm, (2) legal fees, (3) mortgage repayment penalty, if applicable.
 - (ii) Where the employee has been renting accommodation, actual and reasonable costs required to cover termination of a lease.
 - (iii) Where an employee purchases a home in the new geographic location, payment of legal fees pertaining to good title of property and acquisition of mortgage.
 - (c) Moving Expenses

Actual and reasonable costs as indicated by receipts for:
 - (i) packing, moving and unpacking of furniture and effects;
 - (ii) insurance in transit;
 - (iii) short-term storage of furniture and effects for up to sixty (60) days, if required; and
 - (iv) payment of indirect moving expenses such as fitting carpets and drapes and connecting appliances and utilities.
 - (d) Family Travel Costs

Travel by auto at the rates specified in Article 26 from previous residence to new residence, to a maximum of five (5) trips as authorized by the College.

(e) Temporary Accommodation and Living Allowances

For the employee and family up to a maximum allowance of \$500.

(f) Temporary Travel Expenses

The College will pay the employee travel expenses from the old domicile to the new headquarters at the rates specified in Article 26 up to a maximum of one (1) year or until the employee is relocated.

(g) Eligibility

Reimbursement of relocation expenses on transfer shall be paid only when:

- (i) the move takes place within twelve (12) months of transfer;
- (ii) the distance between the old and new headquarters is thirty-two (32) kilometres or more;
- (iii) the commuting distance between the employee's domicile and new headquarters is greater than the distance between the employee's domicile and old headquarters;
- (iv) the commuting distance between the employee's domicile and new headquarters is thirty-two (32) kilometres or more.

ARTICLE 35

Relocation Expenses

- 35.01 A new employee of the College shall receive assistance towards relocation expenses provided the employee is not ordinarily a resident in the locality where the employee's services are required or within sixty-four (64) kilometres commuting distance of it.
- 35.02 The amount of reimbursement shall be the actual and necessary, up to a maximum of \$5,000, for relocation expenses from the employee's place of ordinary residence to the location where the employee's services are required.
- 35.03 Eligible employees must declare their intention to relocate at the time of appointment or transfer and must claim relocation expenses within a twelve (12) month period from the date of appointment or transfer. The eligible costs shall include:
- (a) the cost of transportation of the employee, the employee's spouse and the employee's dependent children by a method of travel previously approved by the College;
 - (b) living expenses incurred for the employee and the employee's family while travelling, including at the discretion of the College, not more than three (3) days at the employee's ordinary residence and seven (7) days at the locality where the employee's services are required;
 - (c) the cost of transporting the employee's household furniture and personal effects of the employee and the employee's family;
 - (d) any other expenses approved by the College.
- 35.04 An employee who receives reimbursement under this Article and who voluntarily leaves the employ of the College before the employee has completed two (2) full years of service with the College, shall repay to the College that percentage of the reimbursement received that is equal to the percentage of the two-year time period that has not been completed.

ARTICLE 36

Grievances

36.01 Policy - The College and the Union recognize the desirability of providing for an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the College and its employees.

36.02 Definitions

- (a) Complaint
"Complaint" means an informal oral complaint by an employee to the employee's immediate supervisor over an employment-related matter.
- (b) Day
For the purpose of this Article, reference to Adays@ shall exclude Saturdays, Sundays, and statutory holidays.
- (c) "Grievance" means a written complaint by an employee arising out of a difference of opinion, in respect of the employee, over the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

36.03 General Conditions

- (a) Time - If a party who is entitled to make or file a Complaint or Grievance fails to act within the time limits set out for a Complaint or Grievance step, the Complaint or Grievance will be considered abandoned, and can not be pursued further.
- (b) No Reply - If a person who is required to reply to a Complaint or Grievance fails to do so within the time limits set out for that Complaint or Grievance step, the grievor may submit the Complaint or Grievance to the next step of the procedure.
- (c) Time Limits - The time limits specified in this Article may be extended by mutual agreement.
- (d) Stewards - The Union shall provide the College with the names of Stewards authorized to deal with grievances on behalf of employees.
- (e) Union Representation - In any case where an employee presents the employee's grievance in person or in any case where a hearing is held on a grievance, the employee may be accompanied by representatives of the Union.
- (f) Designated Representatives - The College shall designate representatives at each of the two (2) levels of the Grievance Procedure and advise the Union and all employees of the name and title of the designated representatives.
- (g) Delivery of Documents –
 - i) **The preferred method of communication is by electronic mail with acknowledgement of receipt by electronic mail response.**
 - ii) **When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the Employee shall be by registered mail.**
 - iii) **When a grievance is delivered by hand it will be dated the date it was delivered as will be the reply.**

- 36.04 Complaint Stage - The parties to this Agreement recognize that many Complaints can be effectively settled through informal discussion and mutual understanding. For this reason, it is understood that if any employee has a Complaint the employee shall discuss it with the employee's immediate supervisor as soon as possible and in any case within five (5) days from the date upon which the subject of the Complaint occurred, or the employee became aware of it being a Complaint; provided that no Complaint under this Article shall be raised more than sixty (60) days after the date upon which the subject of Complaint occurred. The immediate supervisor shall respond to the Complaint within five (5) days of the discussion.
- 36.05 Grievance Procedure - Failing settlement of a Complaint it may be taken up as a grievance. In each of the following steps of the Grievance Procedure, the person designated by the College at the first and second level of the Grievance Procedure or the employee may request a meeting to discuss the grievance at a mutually agreeable time. The following steps will be followed in presenting a grievance:
- Step One - Within five (5) days from the date of the immediate supervisor's reply the employee shall present a written grievance outlining the nature of the grievance, the surrounding circumstances and the desired remedy to the designated representative at level one. If the employee does not receive satisfactory settlement in writing within five (5) days from the date on which the employee presented the employee's grievance to the designated representative at the first level in the Grievance Procedure, the employee may proceed to step two.
- Step Two - Within five (5) days from the expiration of the five-day period referred to in step one, the employee shall present the employee's grievance in writing to the designated representative at level two. The designated representative at level two shall reply in writing within five (5) days from the date the designated representative received the grievance. If the employee does not receive a satisfactory reply from the designated representative at level two, the employee may refer the employee's grievance to an Arbitration Board as outlined in Article 37 within ten (10) days of the date on which the employee should have received a satisfactory reply from the designated representative at level two.
- 36.06 Variance From Normal Grievance Procedure - A grievance may initially be presented beyond Step One with the approval of the Vice President of Corporate Services.
- 36.07 College or Union Grievance - Where a dispute involving a question of general application or interpretation occurs or where the Union or the College has a grievance, the grievance shall be presented within five (5) days of the occurrence of the dispute or the College or the Union becoming aware of the dispute.
- 36.08 A grievance by the College under Article 36.07 shall be presented to the President of the Union.
- 36.09 A grievance by the Union under Article 36.07 shall be presented to the Vice President of Corporate Services
- 36.10 The time limit for a reply from Article 36.08 and 36.09 shall be five (5) days from the date the grievance was received. If a satisfactory reply is not received within the time limit specified, the party which initiated the grievance may refer the grievance to an Arbitration Board as outlined in Article 37 within ten (10) days of the date on which a satisfactory reply should have been received.

ARTICLE 37

Arbitration

- 37.01 Union Concurrence - Employees may pursue a grievance under this Article only with the approval of the Union.
- 37.02 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.

- 37.03 Failure to Appoint - If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, upon request of either party, the appointment shall be made by the Minister of Labour.
- 37.04 Board Procedure - The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall follow a layperson's procedure and shall avoid legalistic or formal procedures, as much as possible. It shall commence hearings within ten (10) days of appointment of the chairperson and determine the difference or allegation and render a decision within ten (10) days of completion of the hearings.
- 37.05 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board.
- The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by an arrangement which it deems just and equitable.
- 37.06 Disagreement of Decision - Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.
- 37.07 Expenses of the Board - Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half (2) of the fees and expenses of the chairperson;
 - (c) one-half (2) of the fees and expenses of such secretarial assistance as is deemed necessary by the Board;
 - (d) one-half (2) of the expenses, if any, of accommodation required for the hearing.
- 37.08 Single Arbitrator - **The party first proposing a single arbitrator shall make an original nomination and the parties shall discuss nominees until both parties agree on a selection. The fees and expenses of a single arbitrator shall be equally cost-shared by both Parties.**
- 37.09 A single arbitrator appointed under Article 37.08 shall have the same powers, duties and responsibilities as a Board of Arbitration appointed under this Article.
- 37.10 Probationary employees shall not have recourse to arbitration if terminated during the probationary period, but shall have recourse to arbitration if dismissed for cause.

ARTICLE 38

Technological Change

- 38.01 The College agrees to consult with the employees affected by any technological changes prior to implementation.
- 38.02 If as the result of a change in technology, the College requires an employee to undertake additional training, the training will be provided at no cost to the employee.

ARTICLE 39

Political Office

- 39.01 During the period of active campaigning prior to the day of the Federal or Provincial election the employee must take leave of absence. The period of active campaigning is deemed to commence on the day notice of election is given.
- 39.02 (a) An employee who is elected to the Provincial Legislature shall be given a leave of absence without pay for the period of each year in which the employee sits in the Provincial Legislature.
- (b) An employee who is elected to the Parliament of Canada shall be given leave of absence without pay until dissolution of Parliament.
- (c) An employee who is appointed a Minister of the Crown shall be given leave of absence without pay until dissolution of the Legislature or Parliament to which the employee is elected or until the employee ceases to be a Minister of the Crown.
- 39.03 After the dissolution of the Parliament or Legislature to which the employee is first elected, the employee is entitled to return to the College in the employee's original position, if vacant, or to a position having an equivalent salary.
- 39.04 An employee who presents the employee for re-election after the dissolution of the Parliament or Legislature to which the employee is first elected must take leave of absence without pay during the period of active campaigning prior to the day of the Federal or Provincial election.
- 39.05 The appointment of an employee who becomes:
- (a) a re-elected member of the Provincial Legislature and who continues as a Minister of the Crown;
- (b) a re-elected member of the Provincial Legislature and who continues as Leader of the Opposition;
or
- (c) a re-elected member of the Federal Parliament;
- shall be terminated with effect from the date of the employee's re-election to the Provincial Legislature or Parliament.
- 39.06 The appointment of an employee who accepts an appointment to the Senate of Canada shall be terminated with effect from the date of appointment to the Senate.
- 39.07 An employee who becomes an elected member of a municipal or city government is normally expected to carry out the employee's duties in the employee's spare time without leave or special privilege. When the duties require more than spare time, leave of absence without pay must be taken; re-election under these circumstances shall be subject to the same conditions as Article 39.05.

ARTICLE 40

Rates of Pay

- 40.01 The rates of pay for classifications shall be in accordance with Schedule "A" which forms part of this Agreement and the rates of pay shall be effective on the dates specified in the schedule.
- 40.02 Pay increases negotiated in this Agreement shall be paid on a step-for-step basis; for example, an employee in the first step of the present pay range shall be placed in step one of the new pay range. Eligibility for an increment increase shall be determined as provided by Article 41.
- 40.03 Where a new classification comes into being during the term of this Agreement, the rate of pay for this

classification shall be subject to negotiation between the College and the Union.

- 40.04 If an employee's present rate of pay is higher than the rate negotiated under this Agreement, the employee shall retain the present rate of pay until the negotiated rate of pay for the classification equals or exceeds the present rate of pay.

ARTICLE 41

Anniversary Dates and Increment Increases

- 41.01 Subject to 41.04, the anniversary date of employees shall be April 1 for the purpose of increment increases.
- 41.02 An employee who has a satisfactory performance rating shall, on the employee's anniversary date, be granted a pay increment to the next step in the pay range where increments are provided.
- 41.03 The College shall notify the employee when an annual increment is not granted. This notice shall contain the reason for withholding the increment increase.

Employees hired after April 1, 2010

- 41.04 The anniversary date of employees hired to probationary appointments between January 1 and March 31 of a given calendar year, shall be April 1 of the following calendar year and annually thereafter.

ARTICLE 42

Casual Employees

- 42.01 Casual Employees shall be covered by only those provisions of the Collective Agreement as expressly listed below:

Article 1 - Purpose of the Agreement, in its entirety

Article 2 - Definitions, in its entirety

Article 3 - Recognition, in its entirety

Article 4 - Management Rights, in its entirety

Article 5 - No Discrimination, in its entirety

Article 6 - Public Legislation, in its entirety

Article 7 - Hours of Work, in its entirety

Article 8 - Flexible Hours, in its entirety

Article 9 - Shift Work in its entirety, except in Article 9.02, an equivalent prorated hourly rate will be paid to employees who work a minimum of four (4) consecutive hours in the second or third shift.

Article 11 - Overtime, in its entirety

Article 12 – Callback, shall apply only to Casual Employees who are scheduled to work the regular weekly hours of work pursuant to Article 7.01 during the week the callback occurs.

Article 13 - Information, in its entirety

Article 14 - Union Dues, in its entirety

Article 15 – Leave on Union Business, Leave of absence with pay shall be granted by the College to Casual Employees pursuant to 15.01 (b) or (e) only, provided the Union business occurs on the Casual Employee’s scheduled day of work and the request for leave is received two (2) weeks in advance of the scheduled day of work.

Article 22 - Injury on Duty, Casual Employees will be covered by the Workers’ Compensation Act.

Article 23 - Safety and Health, in its entirety

Article 26 -Travel and Accommodation, Article 26.01 and 26.02 only.

Article 27 - Statutory Holidays,

Article 27.01. In order to be eligible for the holiday, a Casual Employee must be actively employed for the pay period during which the holiday occurs. An eligible Casual employee working less than full time shall receive pay for the holidays in Article 22.01 prorated according to the full-time equivalent (FTE) of the position.

Article 28 - Vacations

Casual Employees will have six (6%) percent added to their biweekly pay in lieu of vacation leave.

Article 29 - Personal Record Files, in its entirety

Article 32 - Job Opportunities and Promotions Casual Employees shall be eligible to apply for any vacant or new position or temporary assignments in the bargaining unit.

Article 36 - Grievances, in its entirety, for those articles which apply to Casual Employees

Article 37 - Arbitration, in its entirety

Article 38 - Technological Change, in its entirety

Article 40 - Rates of Pay Casual Employees shall be paid biweekly at an hourly rate calculated on the step in Schedule “A” at which the Casual Employee was hired.

Article 42 – Casual Employees, in its entirety

Article 49 - Standby, in its entirety

Article 50 - Agreement Re-opener, in its entirety

ARTICLE 43

Acting Pay

43.01 An employee who substitutes in a higher level position for a period in excess of ten (10) consecutive days shall be given an acting appointment to the higher level position. The employee's salary, retroactive to the day the employee commenced the acting appointment, shall be at the rate which provides for an increase of ten (10) percent or the minimum step of the higher classification, whichever is greater, provided that no employee shall be paid beyond the top step of the pay range for any position.

ARTICLE 44

Short-Term Employees

44.01 “Short-term position” means a position that will exist **for a temporary period of time greater than three (3) consecutive months but less than twelve (12) consecutive months, resulting from a leave of absence of a Continuing Employee or for a specific purpose where the duties are for a limited or uncertain duration. The twelve (12) months may be extended by mutual agreement of the parties. The terms and conditions for employees appointed to short-term positions are set out in Article 44.**

44.02 Notwithstanding the definition of "employee" as contained in Article 2, short-term employees shall be entitled to the following provisions as listed below:

Article 1 - Purpose of the Agreement, in its entirety

Article 2 - Definitions, in its entirety

Article 3 - Recognition, in its entirety

Article 4 - Management Rights, in its entirety

Article 5 - No Discrimination, in its entirety

Article 6 - Public Legislation, in its entirety

Article 7 - Hours of Work, in its entirety

Article 8 - Flexible Hours, in its entirety

Article 9 - Shift Work in its entirety, except in Article 9.02, an equivalent prorated hourly rate will be paid to employees who work a minimum of four (4) consecutive hours in the second or third shift.

Article 11 - Overtime, in its entirety

Article 12 - Callback, in its entirety

Article 13 - Information, in its entirety

Article 14 - Union Dues, in its entirety

Article 15 - Leave on Union Business, in its entirety

Article 17 - Special Leave, short-term employees who are to be employed for six (6) or more continuous months shall be eligible for the provisions of Article 17.01 (b) and (c); and 17.02, except the leave shall be two (2) days.

Article 20 - Sick Leave

20.01 Sick leave **shall accumulate** on the basis of one and two-thirds (1 2/3) days for every twenty (20) days worked **in the short-term position, pro-rated accordingly for an employee who works less than full days.**

20.02 to 20.11 shall not apply

Article 21 - Insurance and Pension Coverage

21.01 Group Medical and Dental

The College will pay two-thirds (2/3) of the premium costs for group medical and dental insurance for the **qualifying short-term** employees subject to the payment of the balance of the premiums by employees through payroll deductions.

Employees must be employed **in a short-term position with a minimum duration of six (6) consecutive months** to qualify for benefits.

21.02 Group Life and AD&D

The College will pay two-thirds (2/3) of the premium costs for group life and ad&d insurance for the following employees subject to the payment of the balance of the premiums by employees through payroll deductions.

Employees must be employed **in a short-term position with a minimum duration of six (6) consecutive months** to qualify for benefits.

Article 22 - Injury on Duty, employees will be covered by the Workers' Compensation Act.

Article 23 - Safety and Health, in its entirety

Article 24 - Clothing, in its entirety, except that the College shall not provide safety footwear to employees who are employed for less than three (3) continuous months per year.

Article 25 - Development or Sabbatical Leave, employees may be granted leave at the discretion of the College.

Article 26 - Travel and Accommodation, in its entirety

Article 27 - Statutory Holidays, **A Short-term employee shall receive pay for the holiday, provided the holiday falls within the duration of the employee's short-term position. An eligible Short-term employee working less than full time shall receive pay for the holidays in Article 22.01 prorated according to the full-time equivalent (FTE) of the position.**

Article 27.02 to 27.04 inclusive.

Article 28 - Vacations

(a) **Short-term employees who will work a twelve (12) month contract shall earn vacation leave accumulation at the rate of one (1) day for each seventeen (17) days of work prorated to the full-time equivalent (FTE) of the position. Short-term Employees who will work a contract of less than twelve (12) months shall be eligible for vacation pay equal to six (6) percent of salary payable biweekly.**

(b) **A Short-term employee shall be entitled to three (3) paid days between Boxing Day and New Years Day provided these three (3) days fall within the duration of the employees short-term position. An eligible short-term employee working less than full-time shall receive pay for the three (3) days pro-rated according to the full-time equivalent (FTE) of the position.**

Should any employee be required to work during this period, the employee shall be entitled to straight time leave with pay at another mutually agreed upon time.

Article 29 - Personal Record Files, in its entirety

Article 30 - Notice, Employees shall be given **fourteen (14)** calendar days notice of termination of their **Short-term** employment.

Article 32 - Job Opportunities and Promotions, in its entirety, excluding Article 32.04

Article 36 - Grievances, in its entirety

Article 37 - Arbitration, in its entirety

Article 38 - Technological Change, in its entirety

Article 40 - Rates of Pay, **Short-term employees shall be paid bi-weekly at an hourly rate calculated on the step in Schedule "A" at which the Short-term employee was hired.**

Article 43 - Acting Pay, in its entirety

Article 45 - Joint Consultation, in its entirety

Article 49 - Standby, in its entirety

Article 50 - Agreement Re-opener, in its entirety

Article 54 - Term of Agreement, in its entirety

44.03 For the avoidance of doubt, a Continuing Employee who is seconded to fill a Short-Term Position within the College in accordance with Article 51, shall maintain Continuing Employee status and Article 44 shall not apply.

ARTICLE 45

Joint Consultation

45.01 The Employer shall consult with the Union on matters, other than day-to-day management and operational requirements, which affect or might reasonably affect the terms and conditions of employment of Employees covered by this Agreement. The intent and expectation of this provision is that consultation will occur at a senior level with respect to significant workplace changes and initiatives which affect or might reasonably affect the bargaining unit as a whole. For the purpose of this Article, the consultation shall be with the Union President or his/her delegated representative.

ARTICLE 46

Tuition Fees

46.01 Where an employee has registered during the normal registration period for any general interest course at the College and where there are sufficient numbers of fee-paying clients to cover the direct costs of the course, the employee will be granted free tuition in that general interest course provided, however, that no employee shall be granted free tuition in cases where there are sufficient numbers of fee-paying clients to completely fill the course. In cases where employees are granted free tuition, they shall be responsible for the cost of any textbooks and materials required for the course.

46.02 Persons on a College re-employment list may be admitted to College programs without tuition charge at the discretion of the Director responsible for the program to which they seek admission

46.03 The Employer shall provide an annual \$20,000 fund, administered by a committee of management and employees, for funding toward tuition costs at Holland College for spouses and children of Continuing Employees only, and only after exhausting all avenues for Holland College and government bursaries.

Professional Activities

- 46.04 The College agrees to pay seventy-five (75%) percent of the tuition costs of activities or courses that are approved in advance by the *Vice President/Executive Director*. Payment will be made upon successful completion of the approved course(s).
- 46.05 Where an employee is required by the College to enroll in a course that is directly related to the employee's duties as an administrative and support employee, the College shall pay the full cost of that course.
- 46.06 The College may grant paid leave to attend meetings or participate in other activities furthering the cause of education, such as giving an address on educational matters and observation of education innovations or programs.
- 46.07 No employee shall experience loss in salary or other benefits due to absence under this Article provided the employee attends the educational activities described in this Article.
- 46.08 Employees authorized by the College to be involved in Committee Meetings at a provincial or national level shall serve without loss of pay and benefits of any kind.

ARTICLE 47

Seniority

- 47.01 Where, in the opinion of the College, qualifications, ability and suitability are equal, seniority shall be the determining factor in determining preference within the bargaining unit for layoff and recall (**Article 30**), filling vacant positions (**Article 32**), and in the case of involuntary transfer (**Article 34**).
- 47.02 (a) "Seniority" for the purpose of this Article means length of service with the College, **and shall be retroactive to the date of hire to the probationary position.**
- (b) **Notwithstanding 47.02(a), a Short-term Employee who is appointed to a Continuing Position immediately on completion of a Short-term Position without a break between the two positions shall have seniority back-dated to the commencement of the Short-term Position upon successful completion of the probationary period.**
- 47.03 The College shall maintain a seniority list showing the date on which each employee's service commenced. On October 31 each year, the current seniority list shall be forwarded to the Union.
- 47.04 An employee shall lose seniority **and their employment shall be terminated** in the following circumstances:
- (a) if the employee is discharged for just cause and not reinstated;
 - (b) if the employee voluntarily resigns;
 - (c) if the employee is laid off for more than eighteen (18) months;
 - (d) if the employee fails to return to work upon recall; unless just cause exists.
- 47.05 Where seniority is the determining factor in layoff and recall, the unit of operation for seniority shall be by classification within each Centre. For the purposes of this Article, College centres in the greater Charlottetown and Summerside areas shall be considered as single centres.
- 47.06 Where seniority is the determining factor for layoff and recall, employees shall be laid off in reverse order of seniority and recalled in order of seniority.
- 47.07 When seniority is the determining factor in filling vacant positions, the employee with the most seniority

shall be given preference.

- 47.08 Where seniority is the determining factor in involuntary transfer, the employee with the least seniority shall be transferred first.

ARTICLE 48

Pre-Retirement Course

- 48.01 The College agrees to provide the opportunity for employees who are within five (5) years of eligible retirement, or earlier upon approval, to participate in a Holland College course on pre-retirement.
- 48.02 Employees will be provided leave with pay and free tuition to participate in the pre-retirement course referred to in this Article.

ARTICLE 49

Standby

- 49.01 Standby is a condition of employment whereby employees are required and so designated by their supervisor to maintain themselves immediately available for extra services during a defined period outside of normal hours of work.
- 49.02 When an employee is so designated to standby, the employee shall receive standby pay of eight dollars (\$8) for each period of eight (8) hours or less and an amount of eleven dollars (\$11) for each period of eight (8) hours or less if the standby occurs on a statutory holiday or an employee's vacation period.

ARTICLE 50

Agreement Reopener

- 50.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties.
- 50.02 Should either party to this Agreement wish to alter the Agreement in whole or in part, such request must be made in writing to the other party. The request shall contain the proposed amendment and a proposed date and place of meeting suggested.
- 50.03 Within fifteen (15) days of receiving the request outlined in Article 50.02 above, a written response must be made by the second party, indicating whether or not a meeting shall occur.

ARTICLE 51

Secondments

- 51.01 Secondment means a release from an employee's regular position for temporary duty with the College or with another employer.
- 51.02 The College shall advise the Union, at the earliest possible date, of any pending secondments which affect UPSE Administrative and Support positions.
- 51.03 A secondment from inside the College which is approved after the signing date of this agreement shall normally be for one (1) year up to a maximum of two (2) years. The two (2) year maximum may be extended upon the mutual consent of the College and the Union.
- 51.04 Employees seconded to a position with a higher classification within the College than the position originally held shall be paid in accordance with the salary range for the new position. However, the new salary shall

not be less than the former salary of the employee.

51.05 When an employee is seconded, the College shall agree that the employee be returned to the employee's original position upon completion of the secondment, provided the position still exists. However, if the employee's original position becomes non-existent, then the College will apply the provisions of Article 30.

51.06 Where an employee is seconded outside the College, the employee's salary shall continue in accordance with this agreement unless seconded to a position of higher classification.

During the period of secondment, the following articles will continue to apply: 10, 21, 29, 30, 31, 32, 36, 38, 40, 45, 47, 48, and 52. All other terms and conditions shall be subject to those in existence at the new place of work.

51.07 (a) A secondment outside the College shall be for a maximum of two (2) years. Where an employee does not return to the College after a maximum of two (2) years, the employee will be deemed to have terminated their employment at the College. The two (2) year maximum may be extended upon the mutual consent of the College and the Union.

(b) Where an employee does not return from secondment, the employee's regular position becomes a vacant position under Article 32.

51.08 A secondment shall be considered as a period of experience for salary increment purposes and as a period of employment with the College for the purpose of granting fringe benefits.

ARTICLE 52

Deferred Salary Leave Plan

52.01 Objective

The deferred salary leave plan will provide employees with the opportunity to take a one (1) year leave of absence. The one (1) year's leave of absence with pay will be financed by deferring part of the employee's salary each year for four (4) years.

52.02 Eligibility

(a) Only continuing employees shall be eligible to participate in the deferred salary leave plan.

52.03 Application

(a) An employee must make written application to the Director requesting permission to participate in the Plan.

(b) Written acceptance or denial, of the employee's request, with explanation, shall be forwarded to the employee.

(c) Approval to participate in the deferred salary leave plan shall be at the discretion of the College.

52.04 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of one (1) year leave of absence shall be as follows:

(a) 1. In the first four (4) years of the Plan, an employee will be paid eighty (80) percent of salary and applicable allowances. The remaining twenty (20) percent of annual salary plus any interest earned will be accumulated, and this amount shall be paid to the employee during the year of leave.

2. The calculation of interest under the terms of this Plan shall be done monthly, (not in advance), on deposits (of the Bank with which the College deals), in effect on the last Friday of each month.
- (b) Employees' fringe benefits will be maintained by the College during their leave of absence. Any benefits tied to salary leave shall be structured according to actual salary paid.
- (c) The leave of absence may be taken only in the final year of the Plan. Under special circumstances, exceptions may be granted by the College.
- (d) With the approval of the College, an employee may select some alternative method of deferring salary other than that specified in 52.04 (a) above provided the arrangements made are within the acceptable provisions as set out in 01 of the Income Tax Act to qualify as a prescribed plan.

52.05 Terms of Reference

- (a) On return from leave, an employee shall be assigned to the same position immediately prior to going on leave.
- (b) An employee participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- (c) Sick leave credits will not accumulate during the year spent on leave.
- (d) Employees who have their employment terminated will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned to that date (see 52.04 (a) 2). Repayment shall be made within sixty (60) days of withdrawal from the Plan.
- (e) Pension deductions are to be continued as provided by the Holland College Pension Plan.
- (f) The College will consider the possibility of full contributions to the College Pension Plan for employees who opt to participate in leave under this article provided the employee pays both the employee and employer share of the pension plan contributions relating to the employee's full salary.
- (g)
 1. An employee may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, any monies accumulated, plus interest owed (see 52.04 (a) 2), will be repaid to the employee within sixty (60) days of notification of intent to leave the Plan.
 2. In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the College may defer the year of leave. In this instance, an employee may choose to remain in the Plan or may withdraw and receive any monies and interest (see 52.04 (a) 2), accumulated to the date of withdrawal. In the later case, repayment shall be made within sixty (60) days of the date of withdrawal.
 3. Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 52.04 (a) 2), until the leave of absence is granted. Deferral cannot extend past the end of the taxation year in which the deferral period ended.
- (h) Should an employee die while participating in the Plan, any monies accumulated, plus interest owed, (see 52.04 (a) 2), at the time of death will be paid to the employee's estate.
- (i) All employees wishing to participate in the Plan shall be required to sign a contract as prescribed in Schedule "B" before final approval for participation will be granted.

ARTICLE 53

Bargaining Unit Work

- 53.01 (a) The College agrees that work currently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, in such a manner that results in the layoff of continuing employees.
- (b) “Transferred, leased, assigned or conveyed” means the transfer of business in relation to successor rights pursuant to section 39 of the Prince Edward Island *Labour Act*.
- (c) “Subcontracted” means any assignment of bargaining unit work to anyone outside the bargaining unit.

ARTICLE 54

Term of Agreement

- 54.01 This Agreement, shall be effective for the period April 1, 2018 to March 31, 2021 and shall remain in effect thereafter until a new agreement is signed. Either party to the agreement, by notice given to the other party at least two (2) months preceding the expiry date of the collective agreement can require the other party to the agreement to commence collective bargaining.
- 54.02 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and conciliation.

ARTICLE 55

Accommodation of Disabled Employees

- 55.01 (a) If a medical examination finds that an employee is disabled from performing the functions of the position he/she occupies, accommodation may be requested pursuant to this Article.
- (b) If a reasonable accommodation of the disability is not available, the employee will be placed on sick leave until sick leave is exhausted or the employee is able to return to work, whichever occurs first. Long Term Disability Insurance benefits should be explored.
- (c) If the employee is unable to return to work or be accommodated by the date sick leave is exhausted, the employee can request to be placed on disability leave without pay in accordance with Article 16.09.
- 55.02 The College and the Union shall make every reasonable effort to accommodate a disabled employee and to the extent required by the Prince Edward Island *Human Rights Act*.
- 55.03 The disabled employee has a duty to cooperate and assist the College in developing an accommodation.
- 55.04 In exploring accommodation options, the parties shall first determine whether reasonable modifications of duties, methods or the work environment will enable the employee to perform the essential functions of his/her position.
- 55.05 Where no reasonable modifications are possible, the disabled employee shall be given priority to any available, comparable work for which the employee is qualified and within his/her capabilities, at the rate of pay for the position to which the employee is assigned. However, where the disability arises pursuant to Article 22 and the accommodated employee is assigned to a position at a lower pay range, the employee shall continue to retain the current rate of pay until the negotiated rate of pay equals or exceeds the current rate of pay.

ARTICLE 56

Notice of Intention

- 56.01 Where an employee intends to retire, the employee shall provide written notification of their intention to retire two (2) months prior to the anticipated date of retirement.
- 56.02 When an employee intends to resign, the employee shall provide written notification of their intention to resign three (3) weeks prior to the anticipated date of resignation, and in any event, not less than two (2) weeks prior to the anticipated date of resignation.
- 56.03 Notwithstanding Articles 56.01 and 56.02, an employee may request, in writing, to withdraw a notice of retirement or resignation by the end of the second business day following the day on which the original notice was given. The notice so withdrawn shall be deemed never to have taken place.

ADMINISTRATIVE AND SUPPORT AGREEMENT
WAGE RATES (Salaries in Annual Amount)
April 1, 2018 TO March 31, 2021

CLASSIFICATION	DATE	HOURS OF WORK	RATES OF PAY					
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ACCOUNTING TECHNICIAN I	April 1, 2018	A	39,971	41,750	43,461	43,823	45,852	47,949
	April 1, 2019		40,770	42,585	44,330	44,699	46,769	48,908
	April 1, 2020		41,585	43,437	45,217	45,593	47,704	49,886
ACCOUNTING TECHNICIAN II	April 1, 2018	A	44,703	46,867	49,722	51,236	53,579	56,019
	April 1, 2019		45,597	47,804	50,716	52,261	54,651	57,139
	April 1, 2020		46,509	48,760	51,730	53,306	55,744	58,282
ACCOUNTING TECHNICIAN III	April 1, 2018	A	52,426	55,047	57,353	59,966	62,698	65,565
	April 1, 2019		53,475	56,148	58,500	61,165	63,952	66,876
	April 1, 2020		54,545	57,271	59,670	62,388	65,231	68,214
ADMINISTRATIVE ASSISTANT	April 1, 2018	A	48,484	50,728	53,045	55,442		
	April 1, 2019		49,454	51,743	54,106	56,551		
	April 1, 2020		50,443	52,778	55,188	57,682		
ADMINISTRATIVE OFFICER I	April 1, 2018	A	47,949	50,116	52,426	54,796	57,353	59,966
	April 1, 2019		48,908	51,118	53,475	55,892	58,500	61,165
	April 1, 2020		49,886	52,140	54,545	57,010	59,670	62,388
ADMINISTRATIVE OFFICER II	April 1, 2018	A	57,353	59,966	62,698	65,565	68,596	71,677
	April 1, 2019		58,500	61,165	63,952	66,876	69,968	73,111
	April 1, 2020		59,670	62,388	65,231	68,214	71,367	74,573
ADMINISTRATIVE OFFICER III	April 1, 2018	A	62,698	65,565	68,596	71,677	74,963	78,343
	April 1, 2019		63,952	66,876	69,968	73,111	76,462	79,910
	April 1, 2020		65,231	68,214	71,367	74,573	77,991	81,508
AUDIO VISUAL TECHNICIAN	April 1, 2018	A	44,741	46,798	48,925	51,066	53,541	56,019
	April 1, 2019		45,636	47,734	49,904	52,087	54,612	57,139
	April 1, 2020		46,549	48,689	50,902	53,129	55,704	58,282
AUDIO VISUAL REPAIR TECHNICIAN	April 1, 2018	A	46,798	48,835	51,032	53,291	55,646	58,077
	April 1, 2019		47,734	49,812	52,053	54,357	56,759	59,239
	April 1, 2020		48,689	50,808	53,094	55,444	57,894	60,424
CARPENTER	April 1, 2018	A	55,081					
	April 1, 2019		56,183					
	April 1, 2020		57,307					
CHILD CARE ASSISTANT	April 1, 2018	A	49,672					
	April 1, 2019		50,665					
	April 1, 2020		51,678					

CLASSIFICATION	DATE	HOURS OF	RATES OF PAY					
		WORK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CHILD CARE WORKER	April 1, 2018	A	39,568	41,146	42,820	43,461	44,826	46,798
	April 1, 2019		40,359	41,969	43,676	44,330	45,723	47,734
	April 1, 2020		41,166	42,808	44,550	45,217	46,637	48,689
CLERK I	April 1, 2018	A	40,928	42,395	43,461			
	April 1, 2019		41,747	43,243	44,330			
	April 1, 2020		42,582	44,108	45,217			
CLERK II	April 1, 2018	A	34,331	35,910	37,424			
	April 1, 2019		35,018	36,628	38,172			
	April 1, 2020		35,718	37,361	38,935			
CLERK III	April 1, 2018	A	43,461	44,447	46,794			
	April 1, 2019		44,330	45,336	47,730			
	April 1, 2020		45,217	46,243	48,685			
CLERK IV	April 1, 2018	A	44,063	46,454	49,396			
	April 1, 2019		44,944	47,383	50,384			
	April 1, 2020		45,843	48,331	51,392			
CLERK V	April 1, 2018	A	51,611	54,926	58,282			
	April 1, 2019		52,643	56,025	59,448			
	April 1, 2020		53,696	57,146	60,637			
COMPUTER SUPPORT TECHNICIAN	April 1, 2018	A	48,835	51,032	53,291	55,646	58,077	60,635
	April 1, 2019		49,812	52,053	54,357	56,759	59,239	61,848
	April 1, 2020		50,808	53,094	55,444	57,894	60,424	63,085
DATABASE ADMINISTRATOR	April 1, 2018	A	64,672	67,620	70,696	73,930	77,353	80,825
	April 1, 2019		65,965	68,972	72,110	75,409	78,900	82,442
	April 1, 2020		67,284	70,351	73,552	76,917	80,478	84,091
EDUCATIONAL SPECIALIST I	April 1, 2018	A	58,119	60,774	63,564	66,465	69,506	72,654
	April 1, 2019		59,281	61,989	64,835	67,794	70,896	74,107
	April 1, 2020		60,467	63,229	66,132	69,150	72,314	75,589
EDUCATIONAL SPECIALIST II	April 1, 2018	A	63,564	66,465	69,506	72,654	75,974	79,397
	April 1, 2019		64,835	67,794	70,896	74,107	77,493	80,985
	April 1, 2020		66,132	69,150	72,314	75,589	79,043	82,605
EDUCATIONAL SPECIALIST III	April 1, 2018	A	71,008	74,221	77,649	81,215	85,130	89,281
	April 1, 2019		72,428	75,705	79,202	82,839	86,833	91,067
	April 1, 2020		73,877	77,219	80,786	84,496	88,570	92,888
EDUCATIONAL SUPPORT SPECIALIST I	April 1, 2018	A	46,839	48,835	51,032	53,291	55,646	58,077
	April 1, 2019		47,776	49,812	52,053	54,357	56,759	59,239
	April 1, 2020		48,732	50,808	53,094	55,444	57,894	60,424
EDUCATIONAL SUPPORT SPECIALIST II	April 1, 2018	A	57,353	59,966	62,698	65,565	68,596	71,677
	April 1, 2019		58,500	61,165	63,952	66,876	69,968	73,111
	April 1, 2020		59,670	62,388	65,231	68,214	71,367	74,573

CLASSIFICATION	DATE	HOURS OF	RATES OF PAY					
		WORK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ELECTRICIAN	April 1, 2018	A	50,683					
	April 1, 2019		51,697					
	April 1, 2020		52,731					
GRAPHICS DESIGNER	April 1, 2018	A	49,203	51,202	53,541	56,019	58,540	61,262
	April 1, 2019		50,187	52,226	54,612	57,139	59,711	62,487
	April 1, 2020		51,191	53,271	55,704	58,282	60,905	63,737
GRAPHICS TECHNICIAN	April 1, 2018	A	43,001	43,913	46,896			
	April 1, 2019		43,861	44,791	47,834			
	April 1, 2020		44,738	45,687	48,791			
LAB ASSISTANT	April 1, 2018	C	53,678	56,435	57,581	59,599	62,298	64,913
	April 1, 2019		54,752	57,564	58,733	60,791	63,544	66,211
	April 1, 2020		55,847	58,715	59,908	62,007	64,815	67,535
LABOURER	April 1, 2018	A	33,872					
	April 1, 2019		34,549					
	April 1, 2020		35,240					
LIBRARIAN I	April 1, 2018	A	47,949	50,116	52,426	54,796	57,353	59,966
	April 1, 2019		48,908	51,118	53,475	55,892	58,500	61,165
	April 1, 2020		49,886	52,140	54,545	57,010	59,670	62,388
LIBRARIAN II	April 1, 2018	A	57,384	59,966	62,769	65,631	68,674	71,815
	April 1, 2019		58,532	61,165	64,024	66,944	70,047	73,251
	April 1, 2020		59,703	62,388	65,304	68,283	71,448	74,716
LIBRARY TECHNICIAN III	April 1, 2018	A	37,424	39,340	41,421			
	April 1, 2019		38,172	40,127	42,249			
	April 1, 2020		38,935	40,930	43,094			
LIBRARY TECHNICIAN IV	April 1, 2018	A	45,429	48,340	51,299			
	April 1, 2019		46,338	49,307	52,325			
	April 1, 2020		47,265	50,293	53,372			
MAINTENANCE CRAFTSPERSON	April 1, 2018	A	50,683					
	April 1, 2019		51,697					
	April 1, 2020		52,731					
MAINTENANCE PLUMBER I	April 1, 2018	A	50,683					
	April 1, 2019		51,697					
	April 1, 2020		52,731					
MAINTENANCE REPAIRMAN I	April 1, 2018	A	41,281					
	April 1, 2019		42,107					
	April 1, 2020		42,949					
MAINTENANCE SUPERVISOR	April 1, 2018	A	58,464					
	April 1, 2019		59,633					
	April 1, 2020		60,826					

CLASSIFICATION	DATE	HOURS OF	RATES OF PAY					
		WORK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
PHYSIOTHERAPY ASSISTANT	April 1, 2018	A	40,464	42,285	44,187			
	April 1, 2019		41,273	43,131	45,071			
	April 1, 2020		42,098	43,994	45,972			
PROFESSIONAL COUNSELLOR	April 1, 2018	A	66,743	69,784	72,980	76,288	79,771	83,366
	April 1, 2019		68,078	71,180	74,440	77,814	81,366	85,033
	April 1, 2020		69,440	72,604	75,929	79,370	82,993	86,734
PROGRAM DEVELOPMENT OFFICER	April 1, 2018	A	51,066	53,541	56,019	58,540	61,262	64,095
	April 1, 2019		52,087	54,612	57,139	59,711	62,487	65,377
	April 1, 2020		53,129	55,704	58,282	60,905	63,737	66,685
PROGRAMMER ANALYST	April 1, 2018	A	64,672	67,620	70,696	73,930	77,353	80,825
	April 1, 2019		65,965	68,972	72,110	75,409	78,900	82,442
	April 1, 2020		67,284	70,351	73,552	76,917	80,478	84,091
SY 1	April 1, 2018	A	32,824	33,999	35,506			
	April 1, 2019		33,480	34,679	36,216			
	April 1, 2020		34,150	35,373	36,940			
SY 2	April 1, 2018	A	43,461	44,945	46,837			
	April 1, 2019		44,330	45,844	47,774			
	April 1, 2020		45,217	46,761	48,729			
SY 3	April 1, 2018	A	43,597	45,830	48,252			
	April 1, 2019		44,469	46,747	49,217			
	April 1, 2020		45,358	47,682	50,201			
SY 4	April 1, 2018	A	43,851	46,226	49,155			
	April 1, 2019		44,728	47,151	50,138			
	April 1, 2020		45,623	48,094	51,141			
SY 5	April 1, 2018	A	41,421	43,461	44,944			
	April 1, 2019		42,249	44,330	45,843			
	April 1, 2020		43,094	45,217	46,760			
SERVICE WORKER I	April 1, 2018	A	33,706	35,391	37,165			
	April 1, 2019		34,380	36,099	37,908			
	April 1, 2020		35,068	36,821	38,666			
SERVICE WORKER IV	April 1, 2018	A	38,405	40,323	42,341			
	April 1, 2019		39,173	41,129	43,188			
	April 1, 2020		39,956	41,952	44,052			
SHIPPING & RECEIVING CLERK	April 1, 2018	A	42,104					
	April 1, 2019		42,946					
	April 1, 2020		43,805					
STUDENT SUPPORT AIDE	April 1, 2018	A	42,028	43,331	44,671	46,049	47,473	
	April 1, 2019		42,869	44,198	45,564	46,970	48,422	
	April 1, 2020		43,726	45,082	46,475	47,909	49,390	

CLASSIFICATION	DATE	HOURS OF	RATES OF PAY					
		WORK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SYSTEMS ADMINISTRATOR	April 1, 2018	A	64,672	67,620	70,696	73,930	77,353	80,825
	April 1, 2019		65,965	68,972	72,110	75,409	78,900	82,442
	April 1, 2020		67,284	70,351	73,552	76,917	80,478	84,091
WEB DEVELOPER	April 1, 2018	A	48,835	51,032	53,292	55,646	58,077	60,635
	April 1, 2019		49,812	52,053	54,358	56,759	59,239	61,848
	April 1, 2020		50,808	53,094	55,445	57,894	60,424	63,085

NOTE: Those employees who are classified as SY and who are required to take shorthand shall be paid \$400 per year in addition to their pay step.

SCHEDULE "B"

MEMORANDUM OF AGREEMENT

RE: DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Deferred Salary Leave Plan, Article 52, Memorandum of Agreement, and hereby agree to enter the Plan under the following terms and conditions:

(1) Enrollment Date

I wish to enroll in the Deferred Salary Leave Plan commencing

_____.

(2) Year of Leave

I shall take my leave of absence from the College from

_____ to _____.

(3) Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

Date

Employee

Witness

SCHEDULE "C"

**SUPPLEMENTARY EMPLOYMENT BENEFITS APPLICATION
(per collective agreement with the College and the PEI Union of Public Sector Employees)**

TO: _____ (Director)

FROM: _____ (Employee)

This will advise you that I am eligible for maternity/adoption/parental leave and Supplementary Employment Benefits as specified in Article 18 and Schedule "C" of the above-noted collective agreement and hereby claim such leave and benefits for the period _____ to _____ inclusive.

In consideration of the foregoing I hereby undertake:

- a) to return to work following conclusion of my leave, or any authorized extension, thereof, and
- b) to remain in the employ of Holland College for a period of at least seventeen (17) weeks from the date of return to work.

If these two (2) conditions are not met, I understand and agree that Holland College, at its option, may require me to repay:

- a) in the first instance, the full amount of Supplementary Employment Benefits received during the entire period of my leave, and
- b) in the second instance, a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

Employee's Signature

Director's Signature

Date of Request

Date of Approval

SCHEDULE "D"

**LETTER OF UNDERSTANDING
RE: SERVICE WORKERS**

1. Notwithstanding the wage rate for Service Workers as stipulated in Appendix A, the parties agree that the following continuing employees shall maintain their March 31, 2004 rate of pay which shall be adjusted annually in accordance with the negotiated general economic increase:

Freda Avery
Rosemary Doyle
Paul Frizzell
Gordon Gallant
Pam Jenkins
Paul MacKenzie
Lowell Murray

2. In the event a continuing employee identified in paragraph one (1) is laid off and **returns to work in any capacity as a Service Worker I**, the employee's rate of pay shall be in accordance with paragraph one (1).

SCHEDULE "E"

RE: GRANDFATHERING OF BENEFITS FOR CERTAIN CONTINUING EMPLOYEES

1. A Continuing Employee in the employ of the Employer on the signing date of this Agreement that has eligible Short-term employment with the Employer prior to their continuing employment is entitled to the following provisions for pension and severance entitlements for their short-term employment:

Pension

Short-term employees who meet the eligibility requirements outlined in Section 3.3 of the Holland College Pension Plan shall be eligible to participate in the Pension Plan.

Severance Pay,

Employees who have worked three (3) months or more per year for five (5) or more consecutive years of employment with the College shall receive severance pay if not re-employed by the College, or if terminated due to permanent disability or death, or if the employee retires after age fifty-five (55) or retirement after age fifty (50) based upon the "Rule of 80" provision of the Holland College Pension Fund. The employee shall receive severance pay equal to one (1) week's pay for every two hundred and sixty (260) days or major portion thereof with the College except that employees classed as Lab Assistants shall receive severance pay equal to one (1) week's pay for every one hundred and eighty-five (185) days or major portion thereof. For severance due to retirement, death or disability, the severance pay shall be equal to the calculated number of weeks multiplied by the employee's average annual salary during the period of continuous service:

$$\frac{\text{Average Annual Salary}}{52} \times \text{Calculated number of weeks}$$

For severance due to the employee not being re-employed by the College, the severance pay shall be based upon the employee's rate of pay in effect on the date of termination.

SCHEDULE "F"

RE: SEVERANCE PAY

1.0 For the purpose of Schedule "F" only, continuing employee, continuing part-year employee, and short-term employee shall mean those in the employ of the Employer on November 1, 2013.

2.0 Continuing Employee

Notwithstanding Articles 31.03 (a) and (b) of this collective agreement, a continuing employee shall be subject to the following provisions regarding severance pay:

(a) Retirement

The severance pay payable under sub-article 31.02 (a) shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof, to a maximum of twenty-eight (28) weeks' pay and shall be based upon the employee's weekly salary in effect at the date of termination.

(b) Death or Disability

The severance pay payable under sub-article 31.02 (b) shall be equal to one (1) week's pay for each year of continuous full-time service, or portion thereof, and shall be based upon the employee's weekly salary in effect at the date of termination.

3.0 Continuing Part-Year Employee

Notwithstanding Article 42.01 sub-article 31 of **the collective agreement in effect on November 1, 2013**, a continuing part-year employee shall be subject to the following provisions regarding severance pay:

Severance Pay, Continuing Part-Year Employees who have worked for five (5) or more consecutive years of employment with the College shall receive severance pay if not re-employed by the College, or if terminated due to permanent disability or death, or if the employee retires after age fifty-five (55) or retirement after age fifty (50) based upon the "Rule of 80" provision of the Holland College Pension Fund. The employee shall receive severance pay equal to one (1) week's pay for every two hundred and sixty (260) days with the College except that employees classed as Lab Assistants shall receive severance pay equal to one (1) week's pay for every one hundred and eighty-five (185) days. The severance pay shall be based upon the employee's rate of pay in effect on the date of termination.

4.0 Short-term Employee

Notwithstanding Article 44.02 sub-article 31 of **the collective agreement in effect on November 1, 2013**, a short-term employee shall be subject to the following provisions regarding severance pay:

Severance Pay, employees who have worked three (3) months or more per year for five (5) or more consecutive years of employment with the College shall receive severance pay if not re-employed by the College, or if terminated due to permanent disability or death, or if the employee retires after age fifty-five (55) or retirement after age fifty (50) based upon the "Rule of 80" provision of the Holland College Pension Fund. The employee shall receive severance pay equal to one (1) week's pay for every two hundred and sixty (260) days or major portion thereof with the College except that employees classed as Lab Assistants shall receive severance pay equal to one (1) week's pay for every one hundred and eighty-five (185) days or major portion thereof. The severance pay shall be based upon the employee's rate of pay in effect on the date of termination.

SCHEDULE "G"

RE: CONVERSION OF CERTAIN SHORT-TERM POSITIONS TO CONTINUING PART-TIME POSITIONS

1. The following Short-term positions shall be converted to Continuing Part-time positions effective signing date of this Agreement:

Physiotherapy Assistant
Student Support Aide (3)
Lab Assistant - Medical Support Services
Lab Assistant - Bioscience Technology
Office Administrator - Physiotherapy Clinic
Lab Assistant - Wildlife Conservation
Lab Assistant - Welding Fabrication
Lab Assistant - Bioscience Technology
Athletics & Events Coordination Officer
Library Technician - West Prince
SOPA Administrative Assistant
Lab Assistant - Dental Assisting
Lab Facilitator - Paramedicine Programs
Administrative Support -Paramedicine Programs
Lab Assistant - Heritage Retrofit

2. The incumbent shall be appointed to their respective Continuing Part-time position at their current step in Schedule "A", effective date of signing this Agreement and that shall be their date of hire.
3. The employee's seniority date shall be the signing date of this Agreement.
4. (a) If on date of appointment the employee has at least three (3) years' service in their Short-term position, the employee shall be granted Continuing Employee status effective date of appointment.
- (b) If on date of appointment the employee has less than three (3) years' service in their Short-term position, the probationary period shall be in accordance with Article 10.
5. Notwithstanding date of hire set out in paragraph #2, any accumulated sick leave benefits, pensionable service credits, or severance service credits, earned as a short-term employee shall be carried forward to the Continuing Part-time position.

LETTER OF UNDERSTANDING
RE: HEALTH SPENDING ACCOUNT

Between

Holland College (The Employer)

And

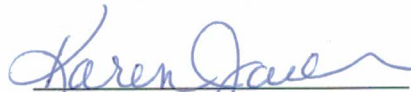
The Union of Public Sector Employees (UPSE)


The Employer agrees that if upon review of the financial status of the Health Insurance plan for Holland College there exists a surplus of funds above the operating requirement, the Employer will provide Continuing Full-time and full-time Probationary Employees with a health spending account in the following amounts:

July 1st 2019 \$500.00

July 1st 2020 \$500.00

The above amounts shall be prorated for Continuing Part-time employees and part-time Probationary Employees according to the full-time equivalent (FTE) of the position.


On Behalf of the Union

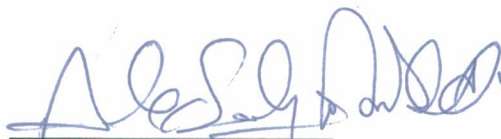

On Behalf of the Employer

Signed at Charlottetown this 25th day of June, 2019

FOR THE COLLEGE



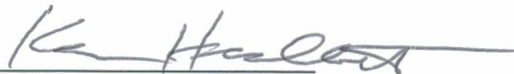
Witness



Dr. Alexander (Sandy) MacDonald
Cert, Psych. President

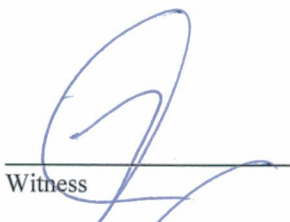


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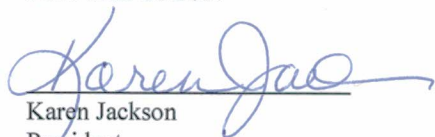


Ken Heckbert
Chief Financial Officer

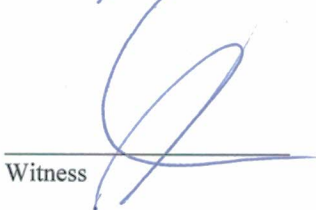
FOR THE UNION



Witness



Karen Jackson
President



Witness



Kevin Gotell
Secretary/Treasurer