ATHI Instructional Agreement

Between

Atlantic Tourism and Hospitality Institute Inc.

and the

Prince Edward Island Union of Public Sector Employees

May 11, 2020 to March 31, 2023

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(NUMERICAL)

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is 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) "Bargaining Unit" means instructional Employees of the Employer who are members of the Union.

b) "Continuing Employee" means one who has been appointed to a continuing position after successful completion of the probationary period.

c) "Continuing position" means a full-time or part-time instructional position that will exist on an ongoing basis.

d) "Employee" means, unless otherwise specified, all Probationary and Continuing Employees, except for Article 43 where it shall mean a Short-Term Employee and Article 45 where it shall mean a Sessional Instructor. Probationary, Continuing, and Short-Term Employees and Sessional Instructors are members of the Bargaining Unit.

e) "Employer" means Atlantic Tourism & Hospitality Institute Inc.

f) "Full-time employee" means one who is appointed to a full-time position.

g) "Full-time position" means a Continuing Position that will have annual work and full-time regular weekly hours of work pursuant to articles 31.01 and 31.02.

h) "Part-time employee" means an employee who is appointed to a part-time position and shall be covered by only those articles of the Collective Agreement expressly set out in Article 44.

i) "Part-time position" means a Continuing Position that will have:

full-time regular weekly hours of work pursuant to articles 31.02 for at least six (6) continuous months and less than ten (10) 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 articles 31.02 for at least six (6) continuous months and not more than twelve (12) continuous months.

For the purposes of this definition, continuous months shall include the Christmas and February breaks pursuant to Article 23.01, whether paid or unpaid.

j) "Party" means the Employer or Union.

k) "Probationary Employee" means an Employee who is serving a probationary period.

l) "Probationary period" means a period of evaluation pursuant to Article 25.

m) "Sessional Instructor" means one hired to fill a Sessional Position. The Sessional Instructor shall be a member of the bargaining unit but shall be covered by only those articles of the Collective Agreement expressly set out in Article 45.

n) "Sessional position" means a position that is created to instruct students on a per course basis and where the duties are limited to course preparation, instruction and assessment.

o) "Short-term employee" means an employee who is appointed to a short-term position and whose terms and conditions of employment are set out in Article 43.

p) "Short-term position" means a position, other than a Sessional position, that will be for at least three (3) months but not more than twelve (12) months to replace a Continuing Employee while on approved leave or for a specific purpose where the duties are for a limited or uncertain duration. The twelve (12) month period may be extended with mutual consent of the parties.

q) "Spouse" means:

(i) Either of two (2) persons who are married to each other, or

(ii) Either of two (2) persons who are not married to each other who lived together in a marriage-like relationship for a continuous period of at least twelve (12) months and are living together in such a relationship at the relevant time. For greater certainty, these two (2) persons may be persons of the same sex.

r) "Steward" means a member of the Bargaining Unit selected by the Employees to act on their behalf in respect to grievances, or another Steward from Union Local 20 where no Steward from the Bargaining Unit is available

s) "Casual Worker" means one who will work on an as required basis but is not a Sessional Instructor, Short-term employee, Part-time employee or Full-time employee. A Casual Worker is not a member of the bargaining unit.

t) "Union" means the P.E.I. Union of Public Sector Employees.

2.02 Throughout this Agreement, a word in the singular also applies in the plural if the context so requires. The use of a gendered pronoun is intended to apply to any gender as the context requires.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees who are instructional staff.

3.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The management and direction of Employees, operations and services is vested exclusively in the Employer. All functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer. Nothing in this Agreement shall be deemed to restrict management in any way in the performance of all functions of management, except those specifically abridged or modified by this Agreement.

ARTICLE 5 – EMPLOYEE RIGHTS

5.01 The Employer agrees there shall be no discrimination against any Employee on any basis as outlined in the provincial *Human Rights Act.*

5.02 The Employer recognize the right of Employees to work in an environment free from harassment and the Employer agrees to take such action as is necessary respecting an Employee engaging in harassment in the workplace.

5.03 Harassment means any form of sexual harassment, personal harassment or abuse of authority as defined in the Employer'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. An Employee who does not wish to process a grievance may file a complaint under the Employer's Harassment Policy.

5.05 **Conflict of Interest**

Employees may engage in employment or business activities outside of the Employer unless these activities interfere with the performance of the Employee's duties at the Employer or cause the Employee to come into competition with the training, products or services the Employer provides.

ARTICLE 6 - PUBLIC LEGISLATION

6.01 If any law passed by the Legislature of Prince Edward Island applying to Employees 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 - INSTRUCTIONAL MATERIALS

7.01 Ownership of all materials prepared by the Employees is subject to the *Copyright Act*.

7.02 All program related materials prepared by Employees are the property of the Employer and may not be distributed on loan or given to other institutions or representatives thereof, without receiving the permission of the Employer.

ARTICLE 8 - INFORMATION

8.01 As soon as reasonably possible after signing this Agreement, the Employer shall make a copy of this Agreement available to each Employee.

8.02 Each new Employee upon appointment shall be advised of one's classification and employment status as a part-time, short-term or probationary Employee.

8.03 On April 1 each year, the Employer shall forward to the Union a listing showing each Employee's name, status, job title, seniority, and for short-term employees, the duration of their contracts will also be indicated.

8.04 The Employer agrees to provide space on a bulletin board which may be used by the Union for the following:

a) Notices of Union meetings.

b) Notices of Union elections and results.

c) Notices of Union recreational and social events.

d) Union newsletters.

e) Other notices concerning Union affairs.

ARTICLE 9 – ADMINISTRATION OF SALARIES

9.01 An Employee's salary shall be paid in bi-weekly installments by direct deposit.

9.02 The anniversary date for Employees shall be April 1. On the Employee's anniversary date, the Employer shall grant an increment for each additional year of experience, provided the Employee has not reached the maximum rate of pay for the position.

9.03 All Continuing and Probationary Employees shall be paid in accordance with Schedule "A."

9.04 Existing Employees will be given due consideration before non-members are recruited for a Sessional position.

9.05 Employees recalled in accordance with Article 42 shall be credited with previous service with the Employer for salary determination purposes.

ARTICLE 10 – BARGAINING UNIT WORK

10.01 a) The Employer 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 11 - UNION DUES

11.01 The Employer shall as a condition of employment deduct an amount equal to the amount of Union membership dues from the biweekly pay of all Employees. If a biweekly pay cheque contains less than ten (10) days' pay, the amount of dues to be deducted shall be calculated as follows:

$$\frac{\text{Number of days worked}}{\text{10 days}} \times \text{regular biweekly dues deduction}$$

11.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off in accordance with Article 11.01.

11.03 The amounts deducted in accordance with Article 11.01 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.

11.04 The Employer shall indicate on each Employee's income tax (T4) slip, the total amount of Union dues deducted from the previous income tax year.

11.05 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of the Article.

ARTICLE 12 - LEAVE OF ABSENCE WITHOUT PAY

12.01 A leave of absence without pay may be granted, at the Employer's sole discretion for a period of up to one (1) year which may be renewed for up to one (1) additional year. Request for such leave shall not be unreasonably denied. The maximum may be extended with the mutual consent of the Employer and the Union.

12.02 A leave of absence without pay in the excess of one month shall not be deemed service for the purposes of severance, pension, salary increments or any benefits under this Collective Agreement.

12.03 An Employee on leave of absence without pay may elect to continue Group Life, AD&D and Group Medical and Dental insurance coverage, provided the Employee pays both shares of the required premiums, unless agreed otherwise between the Employer and Employee.

12.04 An Employee shall be eligible for a maximum of ten (10) days' leave without pay for the purpose of taking military training.

12.05 In the event that an Employee is granted a leave of absence, the Employer 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 Employer 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 the Article 42 will apply.

12.06 (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 41. Employees on Disability Leave may be in receipt of long-term disability leave benefits pursuant to 12.06 (b)(i).

(b) Long Term Disability

i) Notwithstanding Article 12.01, an Employee who is approved for long term disability benefits pursuant to article 26.06 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 26.01 and 26.04.*

ii. If the Employee is not approved for long term disability benefits to continue beyond the twenty-four (24) month period pursuant to Article 12.06 (b)(i), and is unable to return to work or be accommodated pursuant to Article 41, the Employee shall be laid off pursuant to Article 42, excluding Article 42.03.

(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 41 on the date Disability Leave ends, the Employee shall be laid off pursuant to Article 42.

(d) During the period of Disability Leave and Layoff pursuant to (c) above, the provisions of article 15.04 (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 shall accumulate during Disability Leave. Group insurance coverage will continue during the period of leave with no change to the cost sharing arrangement.

(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 12.06 (b)(i), except for those benefits expressly provided in Article 12.06 (b)(i).

ARTICLE 13 – LEAVE OF ABSENCE WITH PAY

13.01 Employees shall be eligible for leave with pay as follows:

a) After completion of one (1) year of service an Employee shall be eligible for a maximum of five (5) days' leave with pay for marriage.

b) An Employee shall be eligible for a maximum of five (5) days' leave with pay for a compassionate reason.

c) An Employee shall be eligible for up to 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 article 14.01 are applied.

d) An Employee shall be eligible for a maximum of five (5) days' leave with pay for the purpose of taking Civil Defense training.

e) An Employee shall be eligible for a maximum of three (3) days' leave with pay for personal reasons at the discretion of the Program Manager.

f) An Employee shall be eligible for leave with pay to attend an arbitration hearing as a witness or as an affected third party.

g) 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 Employer by the Employee.

h) 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

employer all monies paid to the Employee by the court, except travelling and meal allowance not reimbursed by the employer.

ARTICLE 14 - MATERNITY, ADOPTION AND PARENTAL LEAVE

14.01 An Employee may make application to the Employer for maternity, adoption or parental leave consistent in timing and duration with the *Employment Standards Act of PEI*. An Employee of the Employer shall be eligible for maternity or adoption leave without pay for a period of up to seventeen (17) consecutive weeks. An Employee who has been granted maternity or adoption leave shall be entitled to paid sick leave during the prescribed waiting period for Employment Insurance (EI) Maternity or Adoption Benefits. An Employee provided leave under this article shall not be entitled to the adoptive leave provisions under Article 13.01 (c). Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension of eight (8) weeks shall be allowed.

14.02 An Employee of the Employer shall be eligible for parental leave without pay for a period of up to sixty (60) consecutive weeks. Where an Employee intends to take parental leave in addition to maternity leave, the Employee must commence the parental leave immediately on expiry of the maternity leave.

14.03 Supplemental Employment Benefit Plan - Continuing Employees

The parties agree that Supplements to Employment Insurance (EI) Maternity or Adoption Benefits will be provided to Employees having been employed in a continuing position with the Employer for a minimum of twelve (12) months. The supplements to EI will be provided as follows:

(a) An Employee who provides the Employer with proof that the Employee 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 their 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) In the event that the Government of Canada reduces the weekly EI Benefit, the Employer 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.

(c) If both parents are Employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.

(d) 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.

(e) 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 34 of the collective agreement;

(ii) the Employee has terminated 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 Employer's long term disability program.

(f) A claimant for benefits under this plan must provide notice that the Employee has applied for and is eligible to receive Employment Insurance (EI) Maternity or Adoption Benefits and provide notice of the period of her eligibility.

(g) If the Employer 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 Employer to the Employee.

(h) No questions involving the Human Resources Canada portion of the benefit will be subject to the formal grievance procedure provided for in the collective agreement.

14.04 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 Employer 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 42 will apply.

14.05 A leave granted under this Article shall not constitute a break in service for the purpose of calculating full-time 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 14.01 and 14.02 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 15 - SICK LEAVE

15.01 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.

15.02 a) Employees Employed on April 14, 2021

The following sick leave benefits shall be available to Continuing Full-time and Full-time Probationary Employees in the employ of the Employer on April 14, 2021:

Length of Service	Sick Leave Benefits
Under 1 year	100% income for first 4 weeks 60% income for next 13 weeks
1 to 2 years	100% income for first 8 weeks 60% income for next 9 weeks
2 to 3 years	100% income for first 12 weeks 60% income for next 5 weeks
3 to 4 years	100% income for first 16 weeks 60% income for next 1 week
5 years or greater	100% income for 17 weeks

The maximum annual sick leave entitlement is seventeen (17) weeks. For the purpose of 15.02(a), the annual sick leave entitlement period shall be September 1 to August 31.

b) Employees Hired after April 14, 2021

i) Each Full-time Continuing and Full-time Probationary Employee hired after April 14, 2021 shall be credited ten (10) days of sick leave and shall earn one sick day per month of full-time paid employment, prorated accordingly for any month of less than full time paid employment.

ii) The maximum sick leave accumulation in an Employee's sick leave bank shall not exceed one hundred ten (110) days.

iii) When an Employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of 15.02 (b), sick leave with pay may, at the sole discretion of the Employer, be advanced to the Employee for a period of up to ten (10) days. Such advanced leave shall be deducted from future sick leave entitlement until recovered.

15.03 a) After the exhaustion of the Employee's sick leave entitlement described in 15.02 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.

b) Pursuant to Articles 12, 15 and 41, the Employer reserves the right to require an evaluation by a qualified health care professional acceptable to the Employee and the Employer. Any cost associated with the evaluation shall be borne by the Employer. Leave of absence with pay shall be provided to attend the evaluation.

15.04 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 standing 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 and the duration or expected duration of the absence, the fitness of the Employee to return to work, any limitations associated with the fitness of the Employee to return to work, and whether the illness or injury is bona fide. 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.

15.05 a) Where an illness is considered by the Employer to be caused due to the use of alcohol or other drugs, the Employer 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 question is directed by the Employer or voluntarily elects to undertake a full treatment and rehabilitation program approved by the Employer, the Employee shall be granted sick leave with pay in accordance with this Article.

15.06 On request, the Employer will advise an Employee of eligibility for sick leave in accordance with Article 15.02.

15.07 Employees recalled in accordance with Article 42 (Termination) shall have previous length of service with the Employer used to determine eligibility for sick leave as outlined in Article 15.02.

15.08 A continuing 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 Employer, shall have previous length of service with the Employer reinstated to determine eligibility for sick leave as outlined in Article 15.02. The following conditions shall apply:

a) The Employee must have accumulated at least four (4) years of continuous service at the time of resigning;

b) The resignation itself must indicate the reason for resigning;

c) The break in service shall be no longer than three (3) years.

ARTICLE 16 - LEAVE ON UNION BUSINESS

16.01 The Employer shall grant leave of absence with pay to officers and members of the Union for the following reasons:

a) If a Steward is required to investigate a complaint or a grievance on behalf of fellow Employees.

b) If a Steward is required to register a complaint or a grievance on the Steward's own behalf.

c) If a Steward is required to attend a grievance meeting with the Employer on behalf of the Union or another Employee

16.02 Where operational requirements permit, the Employer agrees to provide leave of absence with pay and the Union agrees to reimburse the Employer for the salaries and benefit costs 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.

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.

c) As a member of the Union negotiating team.

ARTICLE 17 – RATES OF PAY

17.01 All Continuing and Probationary Employees shall be paid in accordance with Schedule "A."

17.02 Employees will be given due consideration before non-members are recruited for a Sessional position.

17.03 Annual salaries for full-time Employees shall be paid in twenty-six (26) bi-weekly pay periods.

17.04 Employees recalled in accordance with Article 42 shall be credited with previous service with the Employer for salary determination purposes.

17.05 The anniversary date of Employees shall be April 1. On the Employee's anniversary date, the Employer shall grant an increment for each additional year of experience provided the Employee has not reached the maximum rate of pay for the position.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18.01 An Employee, with the approval of the Employer, may be granted time off with pay to attend workshops or short courses that are related to the Employee's employment.

18.02 Where an Employee is granted prior written approval to enroll in a course that is related to the Employee's employment, the Employer agrees to reimburse up to seventy-five percent (75%) of the tuition costs. Payment will be made upon successful completion of the course.

18.03 The provisions of this Article will not apply to an Employee who is currently on secondment or other leave of absence.

ARTICLE 19 - DEFERRED SALARY LEAVE PLAN

19.01 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.

19.02 Eligibility

Only Continuing Employees shall be eligible to participate in the deferred salary leave plan.

19.03 Application

a) An Employee must make written application to the Director on or before January 31 of the school year, 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 by May 1 in the school year the original request is made.

c) Approval to participate in the Deferred Salary Leave Plan shall be at the discretion of the Employer.

19.04 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) (i) In the first four (4) years of the plan, the Employee will be paid eighty percent (80%), respectively, of his/her proper salary range. The remaining twenty percent (20%) of annual salary will be accumulated, and this amount shall be paid to the Employee during the year of leave.

(ii) The calculation of interest under the terms of this Plan shall be done monthly, (not in advance), at the interest rate on deposits (of the Bank with which the Employer deals), in effect on the last Friday of each month.

b) Employees' fringe benefits will be maintained by the Employer during their leave of absence. Any benefits tied to salary shall be structured according to actual salary paid.

c) The leave of absence may be taken only in the final year of the Plan.

19.05 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 19.04 (a) (ii)). 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 Employer Pension Plan text.

f) An Employee shall contribute to the pension plan on the following basis:

i) The Employee shall have pension deducted on the reduced percentage of salary received in each year of the participation in the Plan preceding the year of leave.

ii) During the period of leave, the Employee shall have pension deducted on the deferred salary amount.

g) i) 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 19.04 (a) (ii)), will be repaid to the Employee within sixty (60) days of notification of intent to leave the Plan.

ii) In the event that a suitable replacement cannot be hired for an Employee who has been granted a leave, the Employer 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 19.04 (a) (ii)), accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

iii) 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 19.04 (a) (ii)), until the leave of absence is granted.

h) Should an Employee die while participating in the Plan, any monies accumulated, plus interest owed, (see 19.04 (a) (ii)), 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 "C" before final approval for participation will be granted.

ARTICLE 20 - SECONDMENTS

20.01 Secondment means a release from an Employee's regular position for temporary duty with the Employer or with another employer.

20.02 The Employer shall advise the Union, at the earliest possible date, of any pending secondments which affect UPSE positions of this bargaining unit.

20.03 a) A secondment within the Employer shall be normally 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 Employer and the Union.

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

20.04 Employees seconded to a position with a higher classification within the Employer than their regular position 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.

20.05 When an Employee is seconded, the Employer shall agree that the Employee be returned to the Employee's regular position upon completion of the secondment, provided the position still exists. However, if the Employee's regular position becomes non-existent, then the Employer will apply the provisions of Article 42.

20.06 When an Employee is seconded outside the Employer, 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 (19, 22, 25, 26, 32, 33, 35, 36, 37, 38, 39, 40, and 42). All other terms and conditions shall be subject to those in existence at the new place of work.

20.07 Where an individual decides not to return from secondment, the Employee's regular position becomes a vacant position under Article 37.

20.08 A secondment shall be considered as a period of employment with the Employer.

20.09 The Union may request and will receive a list of Employee secondments from the Director of Human Resources.

ARTICLE 21 - ANNUAL VACATION

21.01 The year, for purposes of the vacation accumulation, shall be from September 1 to August 31. Vacation entitlement is based upon the length of continuous employment.

21.02 A Continuing employee shall be granted vacation time within the amount accumulated by the employee subject to:

(a) Probationary employees shall receive a credit of two and one-half (2 1/2) days per calendar month of service.

(b) Continuing Employees shall receive a credit of three and one-third (3 1/3) days per calendar month of service.

21.03 If an Employee resigns or is terminated for any reason during or before the completion of any vacation year, the Employee shall be entitled to a pro-rated portion of the vacation set out in Article 21.02.

21.04 During the academic year or regular program period, vacation shall be granted upon mutual agreement between the Employee and the Employer, subject to operational requirements.

21.05 As vacation is taken, deduction shall be made from the Employee's accumulated vacation entitlement.

21.06 It is the normal requirement that employees take their full vacation entitlement each year.

21.07 Employees may be entitled to carry over up to twelve (12) vacation days to the next year. If, at the request of the Employer, an employee is required to work an additional period, thereby restricting the employee's normal vacation entitlement, the employee may carry unused vacation to the following year.

21.08 If vacation in excess of the vacation entitlement that has been accumulated is granted to an Employee and the Employee resigns or is terminated, the Employee shall pay an amount equal to the value of the excess to the Employer. The Employer may also deduct any monies due under this Article from any amounts owed to the Employee except where doing so would conflict with the *Employment Standards Act*. In the event termination is due to disability or death, the Employer will not recover the amounts owing.

21.09 Each day of earned vacation entitlement taken by an Employee shall be paid at the regular per diem rate of pay that the Employee would have been paid if the Employee had been working.

21.10 No vacation days shall be earned during:

(a) approved leave without pay; or

(b) disability leave.

21.11 An employee who becomes ill while on vacation leave may substitute that period while ill with sick leave, if the employee produces a certificate from a registered medical doctor stating the period during which the employee was hospitalized or incapacitated. The employee shall have the vacation days credited to vacation leave accumulation. If these days exceed the amount of days permitted under Article 21.07, then these days can be carried over.

ARTICLE 22 - DESIGNATED HOLIDAYS

22.01 The following twelve (12) days will be the standard holidays for Employees:

New Year's Day
Islander Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

22.02 When a holiday falls during an Employee's vacation, the Employee will be granted a holiday with pay in lieu at such time as many be approved by the Employee's direct supervisor and the Employee, before the date of the Employee's next annual vacation.

22.03 When a day designated as a holiday falls on an Employee's day of rest, the Employer shall grant the holiday with pay on the first day immediately following the holiday or a mutually acceptable day.

22.04 Where an Employee is required to work on a designated holiday the Employee shall be paid time and one half for each hour worked on the paid holiday and be given one (1) day off in lieu with pay.

22.05 An Employee who is on an unpaid leave of absence shall not be entitled to holidays or holiday pay.

ARTICLE 23 - BREAKS

23.01 The dates and duration of the Christmas break will be established by the Employer, but the total will not be less than five (5) days excluding designated holidays. The dates and duration of February break will commence Monday of the last full week in February annually and the total will not be less than five (5) days excluding designated holidays.

23.02 Full-Time Employees who are required by the Director to work during the February or Christmas breaks will be entitled to an equivalent of days off in lieu.

23.03 The Employer shall provide written notice outlining the Christmas break by September 15 of each year.

ARTICLE 24 - POLITICAL OFFICE

24.01 An Employee who campaigns as a candidate for public office is expected to carry out campaign activities outside normal work hours. When the Employer determines that campaign activities interfere with normal working hours or affect an Employee's ability to teach, a leave of absence without pay must be taken for the duration of the campaign.

24.02 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.

24.03 After the dissolution of the Parliament or Legislature to which the Employee is first elected, the Employee is entitled to return to the Employer in the Employee's original position, if vacant, or to a position having an equivalent salary.

24.04 An Employee who offers 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.

24.05 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.

24.06 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.

24.07 An Employee who becomes an elected member of a municipal or city government is normally expected to carry out these 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 24.05.

ARTICLE 25 - PROBATIONARY PERIOD

25.01 The Probationary Period for an Employee newly hired to a Continuing Position shall be two years from date of appointment to that Continuing Position, unless the Employee has already obtained the Holland College Certificate in Adult Education (or equivalent credential from another Institution as recognized by the Employer), in which case the Probationary Period shall be one year.

25.02 After completion of a probationary period, a probationary Employee shall:

a) Become a continuing Employee; or

b) Have the probationary period extended in accordance with Article 25.03; or

c) Be terminated.

25.03 Notwithstanding 25.01, the Employer may extend the probationary period an additional one (1) year for the purpose of allowing the probationary Employee to complete the Certificate in Adult Education.

25.04 It is recognized that probationary Employees are required by the Employer to achieve a Certificate in Adult Education as a condition of being granted continuing employment status, and that the responsibility for achieving that certificate rests with the Employee. As part of the Employee's orientation process, Employees may meet with the Manager of Instructional Development, Holland College to receive information on prior learning and assessment recognition for which the Employee may obtain credit.

25.05 a) When courses are offered by Holland College that may assist an Employee to achieve the Certificate in Adult Education, there will be no charge for the course to the Employee.

b) The Employer will cost share any tuition fees with the Employee on a 50/50 basis for courses offered by the University of Prince Edward Island as part of the Certificate in Adult Education.

25.06 An Employee who is re-employed by the Employer shall not be required to serve a second probationary period, provided the Employee has not been away for more than eighteen (18) months, and provided the Employee still instructs in the same subject area(s).

25.07 The Employer shall evaluate a probationary Employee's performance during the probationary period. Evaluations shall be discussed with probationary Employees in accordance with Article 33.02.

25.08 Each probationary Employee shall be notified by Human Resources Office at least two (2) weeks prior to completion of the probationary period whether the Employee shall continue as a probationary Employee, be changed to a continuing Employee or be terminated.

ARTICLE 26 - INSURANCE AND PENSION COVERAGE

26.01 Group Medical and Dental Insurance - The Employer 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.

26.02 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 Critical Illness, Voluntary Group Life, Dependent Life, and Voluntary Accidental Death and Dismemberment Insurance coverage will be 100% Employee paid.

26.03 Pensions - Effective April 1, 2014, all Probationary and Continuing Employees shall participate in the Holland College Pension Plan. A copy of the provisions of the Pension Plan shall be provided to each eligible Employee.

26.04 Employees who retire have the option of participating in a group medical and/or dental insurance plan subject to the payment of premiums by retired Employees.

26.05 The Employer agrees to make available to each Employee a summary of the provisions of its liability insurance plan. A copy of the liability insurance plan shall be available from the Employer for review by Employees.

26.06 a) The Employer 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 eligible Employees.

b) The Employer agrees to consult with Employees regarding any proposed amendments to the Holland College Long Term Disability Plan.

26.07 The Employer agrees to have one (1) bargaining unit representative as members of the Holland College Pension Committee. The purpose of the committee is to examine pension plan benefits, costs and make recommendations to the Employer.

26.08 The Employer agrees to administer an appropriate accidental death and dismemberment insurance plan that will provide coverage in the amount of one hundred and fifty thousand dollars ($150,000) on the lives of Employees when travelling outside the province on Employer business. The Employer agrees to pay one hundred (100) percent of the premium cost for this plan. Participation in the plan will be automatic upon approval of out-of-province travel.

26.09 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 Employer. The committee will include one (1) representative from the bargaining unit.

26.10 The Employer agrees to provide the opportunity for Employees to participate in an Employer sponsored course on pre-retirement.

ARTICLE 27 - INJURY ON DUTY

27.01 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 12.01 (ii) for the period the Employee receives Workers Compensation benefits.

27.02 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.

27.03 During the leave of absence provided under this Article, the Employer shall pay the full cost of the Employee's premiums for compulsory insurance outlined in Article 26.02 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 Employer 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.

27.04 Notwithstanding Article 15.01, 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 Employer shall during injury on duty leave continue to pay the Employee an amount equal to eighty percent (80%) (eighty-five percent (85%) after thirty-nine (39) weeks) 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.

27.05 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 Employer pending the approval of the claim. If the claim is not approved, the Employee will be entitled to use sick leave.

27.06 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 Employer is provided with a doctor's certificate confirming that the Employee is not fit to return to work.

ARTICLE 28 - SAFETY AND HEALTH

28.01 The Employer shall take every responsible precaution to ensure 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 Employer.

28.02 Employees shall take every reasonable precaution to ensure their own health and safety.

28.03 Safety committees will be established in accordance with the *Occupational Health and Safety Act.*

ARTICLE 29 - CLOTHING

29.01 Where it is recommended in writing to the Employer by the Occupational Health and Safety Division or where an Employee is required by law or by the Employer to wear protective clothing and other devices, the Employer shall provide such clothing free of charge to the Employee. In cases where laundering is required it shall be provided free of charge.

29.02 Where uniforms or protective clothing are currently provided by the Employer, the present practice shall continue.

29.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer.

ARTICLE 30 - TRAVEL AND ACCOMMODATION

30.01 Employees will be reimbursed for all reasonable and actual expenses incurred in the performance of duties on behalf of the Employer which takes place outside the confines of the Employer, subject to prior approval and any limitations prescribed by the Employer's regulations.

30.02 Employees are responsible for transportation between their place of residence and the Employer.

30.03 Employees using their own motor vehicles in the performance of Employer approved duties which occur outside the confines of the Employer shall be paid an allowance for each kilometer driven equal to the rate the Government of Prince Edward Island reimburses to its employees. The Employer 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 will be notified each time the rate changes. Employees shall be eligible for a minimum daily claim of six dollars and twenty-five cents ($6.25).

30.04 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 and shall not exceed the maximum per diems established by the Employer.

30.05 Employees shall also be reimbursed for expenses such as parking charges, telephone calls and taxi fares.

30.06 When Employees are required by the Employer to be away from their regular place of residence by reason of Employer business, they will be paid an accommodation allowance for commercial establishment at actual cost, with a receipt to accompany the Employee's claim. If an Employee elects to stay in a non-commercial establishment, the Employee shall be eligible to claim fifteen dollars ($15.00) per day in lieu of commercial accommodation.

30.07 In-province travel claims shall 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. No travel advance will be provided for less than fifty dollars ($50) for out-of-province travel.

30.08 In instances where transportation, meals or accommodations are provided by the Employer, an Employee may not claim under this Article.

30.09 Employees using their own vehicle shall, prior to transporting students on Employer business, obtain an endorsement with a Form 6A Limited Permission to Carry Passengers for Compensation, to the Employee's current insurance. The Employer will reimburse Employees for this additional expense on production of a receipt issued by the insurance company.

30.10 Employees shall be reimbursed for the return economy airfare and airport ground transportation or the allowable travel allowance whichever is less, when they use their vehicle for out-of-province travel.

ARTICLE 31 – SCOPE OF WORK

31.01 Hours of Operation

The operation of the Employer is normally based on a five (5) day work week delivered over seven (7) days per week, and between 6:00am and 10:00pm daily. As such, Employees who instruct in these programs will have flexible schedules consistent with program requirements and industry standards.

31.02 Hours of Work

a) The parties recognize that the normal weekly hours of teaching duties are thirty-seven and one half (37.5); however, Employees recognize that there are times when their teaching duties will exceed the normal working hours to provide the highest quality education practicable for every student.

b) Unless mutually agreed otherwise between the Employer and Employee, an Employee's scheduled class time shall be scheduled within a period of eight (8) consecutive hours (including meal break) on a daily basis.

31.03 Teaching Duties

An Employee's assignment of teaching duties shall take into account the following:

(a) number of students per section and associated governing factors
(b) nature of course
(c) number of sections/courses
(d) evaluation and assessment
(e) office hours
(f) committee involvement
(g) variation in section sizes during the academic period
(h) administrative responsibilities
(i) other professional duties including, but not limited to, student orientation, recruitment and graduation activities
(j) nature of student
(k) curriculum development
(l) approved professional development
(m) delivery modalities
(n) approved applied research
(o) preparation time
(p) any such other activities as the Employer and the Employee may agree should be considered

31.04 Two (2) months prior to the opening of a new term, the Employer should endeavor to assign the teaching duties of each Employee for the following term. An Employee's assigned teaching duties may be changed, after consultation with the Employee, when operational requirements warrant so doing. An Employee whose teaching duties are to change shall be advised in writing.

31.05 Wherever possible the Employee shall be assigned to the course area of instruction of one's preference.

31.06 Overtime

a) Overtime means work that is not part of the normally recognized teaching duties as set out in Article 31.03 and such work is performed outside the normal hours of work.

b) In order to be eligible for overtime pursuant to 31.06 (a) all of the following conditions must be met:

(i) The overtime assignment must be expressly required by the Employer.

(ii) The overtime assignment must be approved in writing by the Employer prior to the assignment being undertaken.

c) Overtime shall be paid at the rate of time and one-half for each hour worked or, at the request of the Employee, be granted time and one-half off in lieu of each hour worked at a time mutually agreed by the Employer and the Employee. Time in lieu shall be used in the fiscal year it is earned unless both parties agree to carry it forward into the next fiscal year.

d) The Employer and Employees have a valued and collaborative history of volunteering to participate in activities that would normally be included in the description of work defined in Article 31.06 (a). This spirit of volunteerism will be encouraged and, for the avoidance of doubt, does not meet the criteria for overtime as set out in 31.06 (b).

31.07 Workload Appeal Procedure

(a) When an Employee and supervisor determine that agreement cannot be reached on the workload, the Employee may refer the matter, in writing, to a Workload Review committee within five (5) business days of the agreement not being reached. When there is not agreement, the supervisor will assign the

workload until the matter is resolved. The Committee will consist of one (1) Employee appointed by the Union and one (1) member appointed by the Employer. The Director of Human Resources or delegate shall act as Chairperson for the Committee, to coordinate and facilitate the work of the Committee, but shall be non-voting. Should one of the Committee members be involved in the issue, an alternate will be appointed.

(b) The Workload Review Committee shall meet within ten (10) business days of the referral and within five (5) business days of the meeting, the Workload Review Committee shall advise both the supervisor and the Employee, in writing, of the decision of the Committee. A unanimous decision shall be binding.

(c) Where pursuant to 31.07 (b) the decision is not unanimous, the Employee may request, in writing, an appeal of the decision. The Appeal Board will be comprised of the Vice-President Academic and Applied Research, or delegate, and one (1) member appointed by the Union and one (1) member appointed by the Employer. The Appeal Board will meet at the earliest opportunity available and within five (5) business days of the meeting shall advise both the supervisor and the Employee, in writing, of the decision of the Board. The decision of the Board shall be binding.

(d) Notwithstanding a decision of the Board under Article 31.07 (c), an Employee who has exhausted the Workload Appeal Procedure contained herein may, in cases where arbitrariness, discrimination or bad faith are alleged, access the referral to arbitration as set out in Article 36, and an arbitrator's review of the matter shall be limited to the issue of arbitrariness, discrimination or bad faith.

ARTICLE 32 - SENIORITY

32.01 Where qualifications, ability and suitability are equal, seniority shall be the determining factor in determining preference for layoff and recall, and in filling vacant positions.

32.02 An Employee who successfully completes the probationary period shall be granted seniority. "Seniority" for the purpose of this Article means length of service with the Employer and shall be retroactive to the date of probationary employment.

32.03 The Employer shall maintain a seniority list showing the date on which each Employee's service is commenced.

32.04 Seniority is lost at the end of the termination process as set out in Article 42.

ARTICLE 33 - PERSONAL RECORD FILES

33.01 The Employer shall maintain, in its Human Resource Office, a personal record file of each Employee which shall be available for personal inspection, upon request, during working hours.

33.02 Before an evaluation report is entered into the Employee's personal record file, the Employee will acknowledge that one 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. An Employee shall, upon request, be provided with a copy of any report entered under this sub-article.

33.03 The procedure outlined in Article 33.02 above, shall also apply to the entering of adverse notes or reports in an Employee's personal record file.

33.04 The Employer shall release information from an Employee's personal record file only upon request of the Employee.

ARTICLE 34 - DISCIPLINE

34.01 No Employee shall be disciplined by written reprimand, suspension without pay or discharge except for just and sufficient cause; however, a Probationary Employee may be discharged if, after a fair and reasonable evaluation by the Employer in accordance with the provision of Article 25.07, he/she is found to be unsuitable. Termination of employment after a fair and reasonable evaluation during an Employee's probationary period shall not constitute "discipline" under this Agreement.

34.02 When an Employee is disciplined, the Employee shall be immediately provided with written confirmation. In addition, within five (5) days the Employer shall provide the reasons in writing for the action taken. A copy of such notice shall be sent to the Union.

34.03 Where an Employee alleges one has been disciplined in violation of Article 34.01, the Employee may within ten (10) days of receipt of written reasons invoke the Grievance Procedure. In the case of suspension or discharge, the Employee shall lodge the grievance at Step Two in the Grievance Procedure within ten (10) days of receipt of written reasons. If a satisfactory settlement is not reached, the Employee may proceed to arbitration as outlined in Article 36.

34.04 Where it is determined that an Employee has been disciplined in violation of Article 34.01, 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 the Employee if the Employee had not been suspended or discharged.

34.05 Evidence used in cases of discipline will be disclosed to the Union upon request.

34.06 Any Employee subject to this article has the right to submit any information they believe to be relevant to the determination of discipline.

34.07 Upon the Employee's request, any notice of disciplinary action or any other document concerning disciplinary action, other than evaluation reports or payroll transactions, which may have been placed on the Employee's personnel file shall be removed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

ARTICLE 35 - GRIEVANCES

35.01 Policy

The Employer 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 Employer and its Employees.

35.02 "Grievance" means any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable. Probationary Employees shall have access to the Grievance Procedure including Arbitration.

35.03 Designated Representatives

The Employer shall designate representatives at each of two (2) levels of the Grievance Procedure and advise the Union and all Employees of the name and title of the Designated Representatives.

35.04 Stewards

The Union shall provide the Employer with the names of Stewards authorized to deal with complaints and grievances on behalf of Employees.

35.05 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; provided that no complaint under this Article shall be raised more than sixty (60) days after the date upon which the subject of the complaint occurred. At the Employee's request a steward can be in attendance at such meetings. The immediate supervisor shall respond to the complaint within five (5) days of the discussion.

35.06 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 Employer 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. At the Employee's request, a steward can be in attendance at such meetings. The following steps will be followed in presenting a grievance:

Step One - Within five (5) days from the date the immediate supervisor's reply to the complaint was received, 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 Step One. The Designated Representative shall reply within five (5) days of the date on which the Employee presented the grievance.

Step Two – If the Employee does not receive a satisfactory settlement in Step One then within five (5) days from the date of the Designated Representative's response, the Employee shall present the grievance in writing to the Designated Representative at Step Two. The Designated Representative at Step 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 Step Two, the Employee may refer the grievance to Arbitration, as outlined in Article 36, within ten (10) days of the date on which the Employee should have received a satisfactory reply from the Designated Representative at Step Two.

35.07 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.

35.08 Employer or Union Grievance

Where a dispute involving a question of general application or interpretation occurs or where the Union or the Employer has a grievance, the grievance shall be presented by personal service or by registered mail within five (5) days of the occurrence of the dispute or the Employer or the Union becoming aware of the dispute.

35.09 A grievance by the Employer under Article 35.08 shall be presented to the President of the Union.

35.10 A grievance by the Union under Article 35.08 shall be presented to the Vice President of Corporate Services.

35.11 The time limit for a reply from Article 35.09 and 35.10 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 Arbitration, as outlined in Article 36, within ten (10) days of the date on which a satisfactory reply should have been received.

35.12 Time Limits

a) For the purposes of Articles 34.03 and 35, "Day" shall mean Monday to Friday, excluding Designated Holidays.

b) If the time limits specified for the grievance in Article 34.03 or the complaint in Article 35.05 are exceeded the matter is deemed to be abandoned and cannot be reopened.

c) The time limits specified in Articles 34.03 and 35 may be extended by mutual agreement.

35.13 Communications

a) The preferred method of communication is by electronic mail with acknowledgement of receipt by electronic mail response.

b) 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.

c) When a grievance is delivered by hand it will be dated the date it was delivered as will be the reply

ARTICLE 36 - ARBITRATION

36.01 Union Concurrence

Employees may pursue a grievance under this Article only with the approval of the Union.

36.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail 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.

36.03 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.

36.04 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.

36.05 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 any arrangement which it deems just and equitable.

36.06 Disagreement on 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.

36.07 Expenses of the Board

Each party shall pay:

a) The fees and expenses of the arbitrator it appoints.

b) One-half (1/2) of the fees and expenses of the chairperson.

c) One-half (1/2) of the fees and expenses of such secretarial assistance as is deemed necessary by the Board.

d) One-half (1/2) of the expenses, if any, of accommodation required for the hearing.

36.08 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. A single arbitrator shall have the same powers, duties and responsibilities as a Board. The fees and expenses of a single arbitrator shall be equally cost-shared by both Parties.

36.09 A single arbitrator appointed under Article 36.08 shall have the same powers, duties and responsibilities as a Board of Arbitration appointed under this Article.

ARTICLE 37 - VACANT POSITIONS

37.01 a) When any vacancy in a continuing position occurs or a new continuing position is created within this bargaining unit, the Employer shall immediately post the position on its Human Resources website at least two (2) weeks prior to the closing date for application. An electronic notice of all postings shall be forwarded to the Union and to Employees.

b) A short-term position, available due to the absence of a probationary or continuing Employee or for a specific purpose for a period greater than six (6) months, shall be posted for seven (7) days and processed in accordance with this Article.

c) Where the Employer converts an existing Part-time position to a Full-time position, the incumbent Employee shall be appointed to that Full-time position and no job posting shall be required.

37.02 Notices as provided in this article shall contain:

a) A concise description of the particular characteristics of the position and the benefits connected with it.

b) A listing of the criteria of eligibility and the requirements of the position.

37.03 Applications for vacant positions 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, including individuals on the re-employment list.

b) Short-term Employees, who have worked in the previous twelve (12) months and Sessional Instructors who are actively employed at the date of posting.

c) Other applicants.

37.04 Applicants shall be assessed on the following criteria: qualifications, ability and suitability and the Employer may determine the weight given to each of the criteria. Where, in the opinion of the Employer, the assessment of the criteria for applicants are relatively equal, seniority shall be the determining factor. In the event that any Employee is denied an interview for any continuing position, the Employer agrees to provide, upon request, an explanation of the reasons the applicant was unsuccessful.

ARTICLE 38 - JOINT CONSULTATION

38.01 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 39 - SEVERANCE PAY

39.01 Definitions

For the purposes of Article 39 only:

(a) "Retirement" means separation from the Employer and the exercising of pension vesting rights;

(b) (i) "Continuous Service" means years of full-time continuous employment in a continuing position commencing date of hire of the employee to the continuing full-time position.

(ii) Notwithstanding (b)(i) above, for the purposes of Article 39.03(a) and 39.04(a), for an Employee whose date of hire to a continuing position precedes April 1, 2014, "Continuous Service" means years of full-time continuous employment in a Continuing Position commencing April 1, 2014.

39.02 Eligibility

A Continuing Employee who has five (5) or more years of Continuous Service shall be eligible for severance pay.

39.03 Entitlement

A Continuing Employee who has 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;

(b) Termination of employment due to permanent disability, or death; or

(c) Layoff, after exhaustion of the recall period pursuant to Article 42.04. An Employee may waive their right to the recall period in writing and receive severance payment on receipt of such waiver by the Employer.

39.04 Severance Pay Calculation

(a) Retirement
The severance pay payable under sub-article 39.03(a) shall be equal to one (1) week's pay for each year of applicable Continuous Service, as defined in either Article 39.01(b)(i) or (ii), to a maximum of twenty-eight (28) weeks' pay, multiplied by the Employee's average annual salary for that period of Continuous Service:

$$\frac{\text{Years of Continuous Service} \times \text{Average Annual Salary}}{52}$$

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 39.03(b) shall be equal to one (1) week's pay for each year of applicable Continuous Service, as defined in 39.01(b)(i), multiplied by the employee's average annual salary for that period of Continuous Service:

$$\frac{\text{Years of Continuous Service} \times \text{Average Annual Salary}}{52}$$

(c) Layoff
The severance pay payable under sub-article 39.03 (c) shall be equal to one (1) week's pay for each year of applicable Continuous Service, as defined in 39.01(b)(i), and shall be based upon the employee's weekly salary in effect at the date of layoff.

(d) Pro-ration
For the purposes of Article 39.04, the severance pay shall be prorated accordingly for part-year service.

39.05 At the written request of the employee, any severance pay payable under Article 39.03 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.

39.06 (a) An employee to whom severance pay is payable under Article 39.03(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 39.04; or

(ii) take a combination of paid pre-retirement vacation and severance pay which will equal the employee's entitlement under Article 39.04.

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 six (6) months prior to the proposed commencement date of the paid pre-retirement vacation.

39.07 Periods of leave of absence without pay shall not constitute a break in Continuous Service for the purposes of this Article.

39.08 An 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.

39.09 An employee who has been placed on the recall list and has received severance pay, and is recalled to a continuing full-time position, shall retain their continuous service up to the date of layoff for eligibility purposes only. For the purpose of entitlement for future severance payment, there shall be no prior continuous service recognized; rather continuous service shall commence on the date of recall. For greater clarity, Continuous Service shall not be earned during the recall period for any purpose.

ARTICLE 40 – TECHNOLOGICAL CHANGE

40.01 Technological change means the introduction, by the Employer, of new instructional methods or significant changes to present programs that will require retraining of Employees.

40.02 Where the Employer intends to introduce a technological change, the Employer shall provide the Employee affected with notice as soon as the Employer becomes aware that such change will be implemented.

40.03 Where the Employer has notified the Employee of its intention of introducing technological change as outlined in Article 40.02, the parties will meet within the next thirty (30) calendar days to engage in consultation in an effort to reach an agreement on solutions to the problems arising from this intended change and on measures to be taken by the employer to protect the Employees from any adverse effects.

40.04 In the event of proposed technological changes, the Employer agrees to offer employment to its Employees before hiring from the outside market in accordance with Article 40.03.

40.05 If as the result of a change in technology, the Employer requires an Employee to undertake additional training, the training will be provided at no cost to the Employee.

40.06 When an Employee intends to recommend technical changes to the Employer, such change will be recommended as soon as possible.

40.07 This article is not intended in any way to affect the normal obligation of an Employee to keep abreast of changes in the Employee's instructional field.

ARTICLE 41 - ACCOMMODATION OF DISABLED EMPLOYEES

41.01 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 12.06.

41.02 The Employer 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.*

41.03 The disabled Employee has a duty to co-operate and assist the Employer in developing an accommodation.

41.04 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.

41.05 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 27 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 42 – TERMINATION

42.01 The employment of an Employee shall be terminated in the following circumstances:

a) If the Employee is discharged for just cause and not reinstated.

b) If the Employee resigns or retires and the resignation or retirement has not been withdrawn pursuant to Article 42.09.

c) If the Employee is laid off for more than eighteen (18) months.

d) If the Employee fails to return to work, after being offered a reasonable recall position.

42.02 The layoff of an Employee may occur due to:

(i) shortage of work; or

(ii) reduction or discontinuation of a program, service or services; or

(iii) an employee's medical condition which is such that he/she is unable to fulfill the functions of his/her position and cannot be accommodated under Article 41;

and the Employer is unable to find a suitable vacant position of equal or fewer hours for which the Employee has the qualifications, ability and suitability, then the Employee shall be laid off in accordance with Articles 42.03 through 42.07.

42.03 If a Probationary or Continuing Employee is to be laid off, the Employer must give notice in writing three (3) months prior to the effective date of layoff.

42.04 When a continuing Employee is laid off, the Employee shall be placed on a re-employment list for a period of eighteen (18) months. When a continuing Employee is laid off the Employer will notify the Union of the effective date of layoff. This list shall be maintained by the Human Resources Office and the list shall be checked for eligible candidates each time any vacancy occurs. Any eligible Employee on the list shall be recalled before the vacant position is advertised.

42.05 In the event that a former continuing Employee accepts short-term employment with the Employer 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.

42.06 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 32, 42.03, and 42.04 and 26.01 and 26.02 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.

42.07 Where an Employee intends to retire, the Employee shall provide the Employer with written notice of the Employee's retirement date two (2) months prior to that date.

42.08 Where an Employee intends to resign, the Employee shall provide the Employer with written notice of the Employee's resignation date four (4) weeks prior to that date.

42.09 Notwithstanding Articles 42.07 and 42.08, an employee shall be permitted to withdraw a notice of retirement or resignation, in writing not later than the end of the seventh business day following the day on which the original notice was received by the Employer. The notice so withdrawn shall be deemed never to have taken place.

ARTICLE 43 – SHORT-TERM EMPLOYEES

43.01 Short-term employees shall be paid a per diem rate equal to 1/261 of the annual salary for the position as outlined in Schedule "A."

43.02 Short-term employees shall be entitled to only 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 Employee Rights, in its entirety

Article 6 Public Legislation, in its entirety

Article 7 Instructional Material, in its entirety

Article 8 Information, in its entirety

Article 11 Union Dues, in its entirety

Article 13 Leave of Absence with Pay, Article 13.01 (e) only

Article 14 Maternity, Adoption and Parental Leave, employees shall be granted maternity, adoption and parental leave in accordance with the *Employment Standards Act.*

Article 15 Sick Leave, sick leave accumulation on the basis of one (1) day for every twenty (20) days paid, prorated for less than full-time hours.

Article 16 Leave on Union Business, in its entirety

Article 17 Rates of Pay

Short-term employees shall be paid on a regular biweekly basis in accordance with the provisions of Article 17.01.

Article 21 Annual Vacation

Employees will have eight percent (8%) added to their pay in lieu of vacation leave.

Article 22 Designated Holidays, article 22.01 only

In order to be eligible for the holiday, a Short-term employee must be actively employed for the pay period during which the holiday occurs. 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 26 Insurance and Pension Coverage

26.01 Group Medical and Dental

The Employer will pay two-thirds (2/3) of the premium costs for group medical and dental insurance for employees hired for a minimum of six (6) consecutive months, subject to the payment of the balance of the premiums by employees through payroll deductions.

26.02 Group Life and AD&D

The Employer will pay two-thirds (2/3) of the premium costs for group life and AD&D insurance for employees hired for a minimum of six (6) consecutive months, subject to the payment of the balance of the premiums by employees through payroll deductions.

Article 27	Injury on Duty, all short-term employees shall be covered by the PEI *Workers Compensation Act*.
Article 28	Safety and Health, in its entirety
Article 30	Travel and Accommodation, in its entirety
Article 33	Personal Record Files, in its entirety
Article 35	Grievances, in its entirety
Article 36	Arbitration, in its entirety
Article 37	Vacant Positions, in its entirety
Article 38	Joint Consultation, in its entirety
Article 43	Short-Term Employees, in its entirety
Article 46	Agreement Re-opener, in its entirety
Article 47	Term of Agreement and Retroactivity, in its entirety

ARTICLE 44 – PART-TIME EMPLOYEES

Pursuant to Article 2.01(h), only the following shall apply to Part-Time Employees:

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 – Employee Rights – In its entirety.

Article 6 - Public Legislation – In its entirety.

Article 7 – Instructional Materials – In its entirety.

Article 8 – Information – In its entirety.

Article 9 – Administration of Salaries – In its entirety.

Article 10 – Bargaining Unit Work – In its entirety.

Article 11 – Union Dues – In its entirety.

Article 12 – Leave of Absence Without Pay

In its entirety except 12.06 (b) and any references to 12.06 (b) or Long-Term disability in the remainder of the Article.

Article 13 – Leave of Absence with Pay

All the provisions of Article 13 will apply only during the Employee's period of active employment; and the number of days will be prorated to the full time equivalent of the position.

Article 14 – Maternity, Adoption and Parental Leave

In its entirety, except Article 14.03 shall apply only during the Employee's normal period of active employment and shall be prorated for that period if the Employee normally works less than full time.

Article 15 - Sick Leave

All the provisions of Article 15 apply except:

15.02 Sick Leave shall accumulate on the basis of one (1) day for every twenty (20) days paid, prorated accordingly for an employee who works less than full days. The maximum accumulation shall be 55 days.

15.03 (a) will not apply.

Article 16 – Leave on Union Business – In its entirety.

Article 17 – Rates of Pay - In its entirety.

Article 18 – Professional Development – In its entirety.

Article 20 – Secondments – In its entirety.

Article 21 - Annual Vacation

Article 21 does not apply.

Part-time Employees will have eight percent (8%) added to their bi-weekly pay in lieu of vacation leave.

Article 22 – Designated Holidays

22.01 In order to be eligible for the holiday, a Part-time Employee must be actively employed for the pay period during which the holiday occurs.

22.02 does not apply.

22.03 this article applies.

22.04 Where a Part-time Employee is required to work on a Designated Holiday, the Employee shall be paid time and one half for each hour worked on the Holiday.

22.05 does not apply.

Article 23 - Breaks

23.01 This article applies, providing the breaks occur during the Part-time Employee's period of active employment.

Article 24 – Political Office – In its entirety.

Article 25 - Probationary Period

25.01 The probationary period for Part-time Employees shall be twenty-four (24) months of work from date of appointment to that Continuing Position, unless the Employee has already obtained the Holland College Certificate in Adult Education (or equivalent credential from another Institution as recognized by the Employer), in which case the Probationary Period shall be twelve (12) months of work.

Article 26 – Insurance and Pension Coverage

In its entirety, except 26.06 does not apply.

Article 27 – Injury on Duty – In its entirety.

Article 28 – Safety and Health – In its entirety.

Article 29 – Clothing – In its entirety.

Article 30 – Travel and Accommodation – In its entirety.

Article 31 – Scope of Work – In its entirety.

Article 32 – Seniority – In its entirety.

Article 33 – Personal Record Files – In its entirety.

Article 34 – Discipline – In its entirety.

Article 35 – Grievances – In its entirety.

Article 36 – Arbitration – In its entirety.

Article 37 – Vacant Positions – In its entirety.

Article 38 – Joint Consultation – In its entirety.

Article 39 - Severance Pay

39.01 (a) shall apply.
(b) shall apply except replace "full-time" with "part-time" in both 39.01 (b) (i) and 39.01 (b) (ii).

39.02 All Part-time Employees who have five (5) or more years of service from date of hire to a Part-time position shall be entitled to severance.

39.03 shall apply.

39.04 a) Severance Pay Calculation

The severance or retirement pay payable under sub-article 39.02 (a) or (b) shall be equal to one (1) week's pay for every two hundred sixty (260) days paid, prorated accordingly for an employee who works less than full days, multiplied by the Employee's average annual salary for the period of eligible service.

b) Layoff

The severance pay payable under sub-article 39.02 (c) shall be equal to one (1) week's pay for every two hundred sixty (260) days paid, prorated accordingly for an employee who works less than full days, and shall be based upon the Employee's weekly salary in effect at the date of termination.

39.05 shall apply.

39.06 shall not apply.

39.07 shall apply.

39.08 shall apply.

Article 40 – Technological Change – In its entirety.

Article 41 – Accommodation of Disabled Employees

41.01 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.

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 44 Sub Article 12.

41.02 – 41.05 – In its entirety

Article 42 – Termination – In its entirety.

Article 44 – Part Time Employees – In its entirety

Article 46 – Agreement Reopener – In its entirety.

Article 47 – Term of Agreement and Retroactivity – In its entirety.

Schedule "A" – In its entirety

Schedule "D" – In its entirety

ARTICLE 45 – SESSIONAL INSTRUCTORS

Sessional Instructors 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 Employee Rights, in its entirety

Article 6 Public Legislation, in its entirety

Article 7 Instructional Material, in its entirety

Article 8 Information, in its entirety

Article 11 Union Dues

11.01 The College shall deduct dues for Sessional Instructors as advised by the Union.

11.02 to 11.05 inclusive.

Article 17 Rates of Pay

The Sessional Instructor shall be paid total compensation inclusive of all benefits as follows:

Credits	Rate of Pay
One credit course	1,370
Two, three, or four credit course	4,110
Five credit course	6,165
Six credit course	8,220

Compensation shall be payable in equal bi-weekly installments.

Article 27 Injury on Duty, all Sessional Instructors shall be covered by the *PEI Workers Compensation Act.*

Article 28 Safety and Health, in its entirety

Article 30 Travel and Accommodation, in its entirety

Article 33 Personal Record Files, in its entirety

Article 35 Grievances, in its entirety

Article 36 Arbitration, in its entirety

Article 37 Vacant Positions, Sessional Instructors shall be eligible to apply for any vacant or new position or

temporary assignments in the bargaining unit.

Article 38 Joint Consultation, in its entirety

Article 45 Sessional Instructors, in its entirety

Article 46 Agreement Re-opener, in its entirety

Article 47 Term of Agreement and Retroactivity

47.01 shall apply.

47.02 There shall be no retroactivity applied to this Collective Agreement for Sessional Instructors.

ARTICLE 46 - AGREEMENT RE-OPENER

46.01 The contents of this Agreement may be altered at any time by the mutual consent of the parties.

46.02 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.

46.03 Within fifteen (15) days of receiving the request outlined in Article 46.02, a written response must be made by the second party, indicating whether or not a meeting shall occur.

46.04 Any amendments to the Agreement shall be reduced to writing and signed by both parties.

ARTICLE 47 – TERM OF AGREEMENT AND RETROACTIVITY

47.01 This Agreement shall be in effect for the period May 11, 2020 to March 31, 2023 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days prior to the expiration of the Agreement.

47.02 There shall be no retroactivity applied to this Collective Agreement except for salary adjustments pursuant to Schedule "A" and Schedule "B", or as otherwise expressly provided. Retroactivity shall apply only to Continuing, Probationary, and Short-term Employees in the employ of the Employer as of May 11, 2020.

47.03 All retroactive pay to Employees covered by this Agreement shall have enclosed a statement of the formula used in the calculation.

47.04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and conciliation.

Signed at Charlottetown this 30 day of April 2021.

FOR THE EMPLOYER

Witness

Alexander (Sandy) MacDonald, Ph.D Cert. Psych
President

Witness

Ken Heckbert
Director

FOR THE UNION

Witness

Karen Jackson
President

Witness

Kevin Gotell
Secretary/Treasurer

Instructional Employees
Salaries in Annual Amounts
May 11, 2020 – March 31, 2021

This salary schedule indicates the annual base salary paid at each step to Instructional Employees, excluding those listed on Schedule "B". The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experience is subject to submission by the Instructional Employee of documentation acceptable to the Employer verifying that the Instructional Employee is entitled to such recognition.

Instructional Employees shall be eligible to be hired and progress within the pay scales as follows:

Salary Scale for:

A All Instructional Employees with a recognized and relevant diploma.

Steps	A
1	64,287
2	67,498
3	70,876
4	74,416
5	78,140
6	81,262

Salary Scale for:

B All Instructional Employees with a recognized and relevant bachelor's degree or a certified journeyperson or certification where the certifying body is authorized by the federal or the provincial government.

Steps	B
1	64,287
2	67,498
3	70,876
4	74,416
5	78,140
6	81,262
7	84,515

Salary Scale for:

C All Instructional Employees with a recognized and relevant master's degree.

Steps	C
4	74,416
5	78,140
6	81,262
7	84,515
8	87,893
9	91,411
10	95,068

Wage Adjustment – April 1, 2021 to March 31, 2023

The parties agree that Schedule "A" shall be further adjusted by the same general economic wage adjustments applied to the Holland College Faculty Agreement for only the periods of April 1, 2021 to March 31, 2022, and April 1, 2022 to March 31, 2023; however, any lump sum payments, signing bonus or special economic adjustments applied to the Faculty Agreement for specific purposes shall not be included in the general economic wage adjustment referenced above.

GRANDFATHERING OF CERTAIN CONTINUING INSTRUCTIONAL EMPLOYEES
SALARIES IN ANNUAL AMOUNT
May 11, 2020 – March 31, 2021

This salary schedule indicates the annual base salary paid at each step to certain Instructional Employees, as expressly identified in this Schedule. The determination of starting salaries and progression within the salary schedule shall be in accordance with the relevant formal qualifications and relevant experience in a field of work related to the material to be taught. Recognition of qualifications and experiences is subject to submission by the Instructional Employee of documentation acceptable to the Employer verifying that the Instructional Employee is entitled to such recognition.

Instructional Employees shall be eligible to be hired and progress within the pay scales as follows:

Steps	Base Salary	CAE	Red Seal/Degree
	(1)	(2)	(3)
1	63,287	1,000	
2	66,498	1,000	
3	69,876	1,000	
4	73,416	1,000	
5	77,140	1,000	
6	80,262	1,000	
7	82,015	1,000	1,500

Employee:	
MacLeod, Ann	Column (1) and (2) only
Jourdain, Robert	Column (1) and (2) only
Boyce, Kevin	Column (1) and (3) only
Wheeler, Jack	Column (1) and (3) only
Bernard, Kimball	Column (1) and (3) only
Morrison, Andrew	Column (1) and (3) only
Nicholson, Andrew	Column (1) and (3) only
Weatherbie, Carrie	Column (1) and (3) only

Any employee identified above that becomes entitled to all columns, shall upon notification to the Employer, be removed from Schedule "B" and moved to the equivalent step in Schedule "A".

Wage Adjustment – April 1, 2021 to March 31, 2023

The parties agree that Schedule "A" shall be further adjusted by the same general economic wage adjustments applied to the Holland College Faculty Agreement for only the periods of April 1, 2021 to March 31, 2022, and April 1, 2022 to March 31, 2023; however, any lump sum payments, signing bonus or special economic adjustments applied to the Faculty Agreement for specific purposes shall not be included in the general economic wage adjustment referenced above.

MEMORANDUM OF AGREEMENT

RE: DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Deferred Salary Leave Plan, Article 19, 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 _____.

_____ _____

Date Employee

_____

Witness

Schedule "D"

RE: CONVERSION OF CERTAIN TERM EMPLOYEES TO CONTINUING PART-TIME

The following term positions will be converted to Continuing Part-time positions and the incumbent employees will be offered appointment to these Continuing Part-time positions:

Ilona Daniel	Instructor - Culinary Arts
Heidi Duchesne	Instructor - International Hospitality Management
Stephen Hunter	Instructor - Culinary Arts
Georgina Martin	Instructor - International Hospitality Management

The appointments shall be in accordance with the following:

1. The incumbent shall be appointed effective date of signing of this collective agreement and that shall be their date of hire.

2. The employee's seniority date shall be the date of signing of the collective agreement.

   (a) If on date of appointment the employee has at least two years' service in the term position and has completed the CAE requirement, the employee shall be granted continuing employee status effective date of appointment.

   (b) If on date of appointment the employee has not completed the CAE requirement, the probationary period shall be in accordance with Article 44 sub article 25.

3. For the purpose of severance, service commences effective date of appointment pursuant to paragraph 1 above.

GRANDFATHERING PROVISIONS FOR EXISTING EMPLOYEES

Continuing Employees in the employment of the Employer prior to April 1, 2014 shall have the following provisions:

Notwithstanding the provisions of Article 21 (Annual Vacation), in lieu of severance entitlement for service prior to April 1, 2014, Continuing Employees received a special one-time vacation credit calculated at one weeks' vacation for every two years of service prior to April 1, 2014. Use of vacation days out of the special vacation credit is to be scheduled at the Employer's discretion and shall be available only until the special vacation credit is depleted, or the employee terminates from employment, whichever comes first. This special vacation credit must be taken as paid time off and, for greater clarity, has no cash value at termination of employment.