



**COLLEGE OF THE NORTH ATLANTIC
FACULTY AGREEMENT**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND
LABRADOR represented herein by Treasury Board;**

**THE BOARD OF GOVERNORS OF THE COLLEGE OF THE NORTH
ATLANTIC, as provided in the COLLEGES ACT**

AND

**THE NEWFOUNDLAND & LABRADOR ASSOCIATION OF PUBLIC & PRIVATE
EMPLOYEES**

SIGNED: June 20, 2009

EXPIRES: August 31, 2012

THIS AGREEMENT made this 20th day of Anno Domini, Two Thousand and Nine.

BETWEEN

HER MAJESTY THE QUEEN IN THE RIGHT OF NEWFOUNDLAND AND LABRADOR,
represented herein by the Treasury Board;

THE BOARD OF GOVERNORS OF THE COLLEGE OF THE NORTH ATLANTIC, as provided
in the College Act

of the one part;

AND

THE NEWFOUNDLAND & LABRADOR ASSOCIATION OF PUBLIC & PRIVATE
EMPLOYEES, a body corporate organized and existing under the laws of the Province of
Newfoundland and Labrador and having its Registered Office in the City of St. John's aforesaid
(hereinafter referred to as the "Union");

of the other part.

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants,
conditions, stipulations, provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1**PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is:

- (a) to maintain and improve harmonious relations between the Union, Employer and employees;
- (b) to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement;
- (c) to set conditions conducive to the development and delivery of public, post-secondary education.

ARTICLE 2**DEFINITIONS**

- *2.01 (a) "Academic Instructor" means an employee graded in accordance with the Teacher (Certification) Regulations, 1988 and classified as an Academic Instructor by the Employer.
- (b) "Academic Year" means a year commencing on the first day of September in a calendar year and ending on the thirty-first day of August in the calendar year next following.
- (c) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
- (d) "Classification" means in the case of Technical and Vocational Instructors, the class and level to which an employee is assigned under the Technical and Vocational Instructors' Classification Plan and in the case of a Instructional Assistant, the level to which an employee is assigned under the Instructional Assistants' Scales; and in the case of Academic Instructors the grade to which an employee is assigned under the Teacher (Certification) Regulations.
- (e) "Continuing Education" means any instructional program not for credit toward a Diploma of Applied Arts, a Diploma of Technology, or a Certificate of Vocational Education, whether part-time or full-time, or any program not designated as regular program.
- (f) "Contractual Employee" means a person employed for the purpose of performing certain specified work and whose employment is for a period of time up to two (2) years and whose terms and conditions of employment are specified in a written contract in accordance with Clause 3.01(c).

- (g) "Day" referred to in this Agreement means a calendar day other than days of rest and statutory holidays.
- (h) "Day of Rest" means a calendar day on which an employee is not ordinarily required to perform the duties of his/her position other than: (a) a designated holiday; (b) a calendar day on which the employee is on leave of absence.
- (i) "Demotion" means an action other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay range.
- (j) "Employee" or "Employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in categories of employment contained in the bargaining unit, as prescribed in Article 3.
- (k) "Employer" means Her Majesty in Right of the Province as represented by Treasury Board or College of The North Atlantic as provided in the Colleges Act, 1996.
- (l) "Grievance" means a difference arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement and includes questions of whether the matter is arbitrable.
- (m) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday in this Agreement.
- (n) "Increment" means the increase in salary from one step to the next higher step in the salary scale.
- (o) "Industrial Employer" means any employer other than those covered by this collective agreement.
- (p) "Instructional Assistant" means a person appointed by the Employer to assist an Instructor(s).
- (q) "Instructor" means Academic Instructor and Technical and Vocational Instructor.
- (r) "Layoff" means the termination of employment or a reduction in hours of work of an employee because of lack of work or because of the abolition of a post.
- (s) "Leave of Absence" means absence from duty with the permission of the Employer.
- (t) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) days. In cases where employees earn less than a month of service, as defined in this clause, they shall earn the benefits of this agreement on a pro rata basis, however, in no case will an employee lose less than one day of sick leave or annual leave for any time missed.

- (u) "Net Pay" means an employee's salary less the total of:
 - (i) unemployment insurance contributions for that salary,
 - (ii) Canada Pension Plan contributions for that salary and
 - (iii) probable income tax deductions for that salary based upon information provided by the employee with regard to allowable deductions and credits (TD-1 form).
- (v) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (w) "Overtime" means work performed by an employee in excess of his/her scheduled work week, on a day of rest, vacation day or statutory holiday as authorized by the Employer.
- (x) "Part-time Employee" means a person who is regularly employed to work less than the full number of working hours in each work week.
- (y) "Permanent Employee" means a person who has completed the probationary period and is employed without reference to any specific date of termination of service.
- (z) "President" means the President of the College or any official authorized to act on his/her behalf.
- (aa) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (bb) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from his/her existing classification to a classification giving a higher pay range.
- (cc) "Reclassification" means any change in the current classification of an employee.
- (dd) "Redundancy" means a position declared redundant by the Board of Governors of the College.
- *(ee) "Regular Program" means any program approved by the Board of Governors or the Government of Newfoundland and Labrador and for which a diploma or certificate, other than a continuing education certificate, is awarded.
- (ff) "Service" means any period of employment either before or after the date of signing of this Agreement, in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) days in the aggregate in any academic year.
- (gg) "Technical and Vocational Instructor" means an employee classified under the Technical and Vocational Instructors' Classification Plan and paid on the basis of the Technical and Vocational Instructors' salary scale.

- (hh) "Temporary Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on completion of such work.
- (ii) "Transfer" means the movement of an employee from one position to another with the same Employer which does not result in a promotion or demotion.
- *(jj) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (kk) "Vacancy" means a position which the Employer requires to be filled after first having made reassignments within a campus and in respect of which there is no employee currently on layoff under Clause 50.01 who is qualified and able, as assessed by the Employer, to perform the required duties of the position.
- (ll) "Year" means academic year.
- (mm) For the purpose of this Collective Agreement, the plural indicates the singular and vice versa as the context may require.

ARTICLE 3

RECOGNITION

- *3.01 (a) Subject to Clauses 3.01 (b) and (c), the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees classified as Instructors, Instructional Assistants, Guidance Counsellors, Researchers and Coordinators of Disability Services.
- (b) Employees in the Continuing Education Program who work less than nine (9) hours a week or are hired full time for a period of ten (10) consecutive days or less shall be excluded from the bargaining unit.
- (c) The terms and conditions of this Collective Agreement shall apply to contractual employees with the exception of the following Clauses: Articles 7, 8, 9, 11, 12, 13, 14, 27.02, 38, and the salary schedules. These areas will be covered in a separate written contract to be signed by the employee and the Employer. A copy of the written contract shall be forwarded to the Union.
- 3.02 (a) Employees who work nine (9) or more hours per week or employees who are hired full time for a period in excess of ten (10) consecutive days shall receive benefits under this Agreement on a pro rata basis.
- (b) Employees in the Regular Program who work less than nine (9) hours per week or who are hired for a period of ten (10) days or less shall not receive benefits under this Collective Agreement except for salary and the accrual of seniority.

- 3.03 When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the Instructors' bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.
- 3.04 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except:
- (a) when regular employees are not available;
 - (b) when performing developmental or experimental work.
- 3.05 Should the terms of this Agreement conflict with any Employer regulation, then the language of the Collective Agreement shall prevail.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. These rights include but are not limited to the following:
- (a) to maintain efficiency and to make, alter, and enforce rules and regulations to be observed by employees;
 - (b) to direct, hire, promote, demote, transfer, suspend, discipline or dismiss employees;
 - (c) to evaluate jobs, classify positions, establish qualification requirements of employees and specify the employee's duties and
 - (d) to manage and operate the College of the North Atlantic as provided in the College Act, 1996 respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the College; to schedule the work and service to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 (a) Types of Grievances

The following types of grievances are recognized under this Agreement:

(i) Employee Grievance

A grievance of an individual employee which he/she has signed or a grievance initiated by the Union on behalf of an individual employee and signed by a representative of the Union.

(ii) Group Grievance

A group grievance shall be considered to be one where each employee in the group has the same grievance arising out of the same situation or incident and one where redress can be awarded to each employee.

The Union and its full time representative shall have the right to originate a group grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

(iii) Policy Grievance

A grievance submitted by the Union or group of employees which involves the general application or interpretation of this Agreement.

- (b) For the purposes of Article 5.01 (a) (ii) and 5.01 (a) (iii), the grievances may be initiated in the first instance at Step 3.

5.02 Subject to Clause 5.03, grievances shall be processed in the following manner:

Step 1

An employee who alleges that he/she has a grievance, shall first present the matter to his/her immediate Supervisor through his/her Shop Steward within ten (10) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

Step 2

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter to his/her immediate Supervisor, he/she may, within a further five (5) days, present a grievance in writing to the immediate supervisor who will give the grievor a dated receipt.

Step 3

If the employee fails to receive a satisfactory answer to his/her grievance within ten (10) days after the filing of the grievance at Step 2, he/she may, within a further five (5) days, submit his/her grievance in writing to the President, who, for the purpose of investigating the grievance, shall form a Committee consisting of four (4) persons comprising an equal number of Employer and Union representatives to the Committee. One (1) of the Employer's representatives shall chair the meeting(s).

The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance by the President. The Committee's report shall consist of the joint decision of the Committee where the Committee members agree to a solution.

If the matter is not mutually resolved by the Committee, then the Employer's representatives will send their position, along with a brief summary of the Committee's deliberations to the grievor with a copy being sent to the Union. The Grievance Committee shall meet in the work location of the aggrieved employee unless otherwise mutually agreed by both parties.

Step 4

Either party to the agreement may, within ten (10) days of receipt of the decision at Step 3 advise the other party of its desire to have the dispute mediated. The other party shall signify its agreement with the request to mediate within five (5) days of receipt of the request. Mediation shall only be utilized upon mutual agreement of the parties. Offers of settlement at mediation cannot be referenced at arbitration. The mediation must be concluded within fifteen (15) days of the agreement to mediate the dispute.

Step 5

If an employee fails to receive a satisfactory answer to his/her grievance within ten (10) days after the adjournment of the above referred to Committee meeting(s) or within ten (10) days of the mediation referenced in Step 4 or within thirty (30) days of having presented the grievance at Step 3, whichever is earlier, either party to the Agreement may, within a further ten (10) days, submit the grievance to arbitration.

- 5.03 In the case of dismissal, the grievance may be submitted in the first instance at Step 5 of Clause 5.02.
- 5.04 Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.
- 5.05 A full time representative of the Union may be called in by the employee(s) at any Step of the Grievance Procedure.
- 5.06 The time limits specified in this Article may be extended by mutual consent of the parties.
- 5.07 An employee who is a member of the Grievance Committee referred to under Step 3 of Clause 5.02 or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave his/her regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of the grievance(s) without first obtaining permission from the President and provided that an acceptable substitute arrangement can be made. The employee shall notify his/her immediate Supervisor when returning to duty.
- 5.08 When a grievance is processed through the mail, all correspondence shall be registered or certified. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.

- 5.09 An Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 5.10 Where alleged violations of the Collective Agreement involve two (2) or more Employers and the alleged violator of the Collective Agreement is not the immediate Employer of the grievor then the grievance shall be processed at Step 1 and Step 2 by the immediate employer and all further Steps of the grievance procedure through to resolution of the grievance shall be the responsibility of the Employer who is the alleged violator of the Collective Agreement.
- 5.11 The parties shall pay equally the expenses and/or remuneration associated with the mediation process in Clause 5.02, Step 4.

ARTICLE 6

ARBITRATION

- 6.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may, within the time limit specified in Clause 5.02 (Step 5), notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an Arbitrator by the party giving notice.
- 6.02 The party to whom notice is given under Clause 6.01 shall, within ten (10) days after receipt of such notice, appoint an Arbitrator and notify the other party of the name of the Arbitrator.
- 6.03 The two (2) Arbitrators appointed in accordance with Clause 6.01 and 6.02 shall, within ten (10) days after the appointment of the second of them, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.
- 6.04 If
- (a) the party to whom notice is given under Clause 6.01 fails to appoint an Arbitrator within the period specified in Clause 6.02, the Minister of Human Resources, Labour and Employment shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such an Arbitrator shall be deemed to be appointed by that party.

or

- (b) the two (2) Arbitrators appointed by the parties under Clauses 6.01 and 6.02 fail to appoint a third Arbitrator within the period specified in Clause 6.03, the Minister of Human Resources, Labour and Employment, on the request of either party, shall appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this paragraph (b) shall be Chairperson of the Arbitration Board.
- 6.05 Both parties to a grievance shall be afforded the opportunity of presenting the evidence and argument thereon and may employ counsel or any other person for this purpose.
- 6.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 6.07 The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.
- 6.08 The decision of the majority of the members of an Arbitration Board shall be the decision of the Board. The decision of an Arbitration Board shall be signed by the members of the Board making the majority report.
- 6.09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitration Board appointed in accordance with those provisions and do, or as the case may be, abstain from doing anything required by that decision.
- 6.10 Each party required by this Agreement to appoint an Arbitrator shall pay the remuneration and expenses of that Arbitrator or of the Arbitrator deemed to have been appointed by that party under Clause 6.04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 6.11 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 6.12 An Arbitration Board may not alter, modify or amend any provision(s) of this Agreement but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 6.13 Subject to Article 24, in cases of dismissal and suspension, the burden of proof shall rest with the Employer and the employee shall have recourse to the Grievance Procedure.
- 6.14 Either party may, within seven (7) days after receipt of the report of the Arbitration Board, request the Board to reconvene for the purpose of clarifying its decision.
- 6.15 At any stage of the Grievance or Arbitration Procedures, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.

- 6.16 Employees who are called as witnesses and appear before an Arbitration Board established in accordance with this Article shall suffer no loss of pay or benefits for the time spent at the arbitration hearing provided that the number of witnesses is kept to a reasonable limit.
- 6.17 Where a grievance is referred to arbitration in accordance with Clause 5.02, both parties may, by mutual consent, agree to have the dispute dealt with by a sole Arbitrator who is acceptable to both sides, instead of an Arbitration Board. In such a case, the provision(s) of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator where the context so requires.
- 6.18 Employees who are discharged shall have the right to have his/her grievance heard by a single Arbitrator at the Union's request. In exceptional circumstances, the Employer may request that an Arbitration Board be constituted in such cases. Grievances of this type shall be automatically submitted to arbitration unless otherwise mutually agreed.
- 6.19 Expedited Arbitration
Subject to agreement of both parties, the following expedited Arbitration Procedure shall be followed:
- (a) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Committee's adjournment in Step 3 (Clause 5.02). The appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
 - (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the Agreement, the parties agree to submit a written brief and present oral argument to a single Arbitrator within twenty (20) calendar days of the adjournment of the Committee in Step 3 (Clause 5.02) of the Grievance Procedure.
 - (c) The single Arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 6 of the Collective Agreement where they do not wish to implement this expedited Arbitration Procedure.

Cost will be shared on a 50/50 basis.

ARTICLE 7

HOURS OF WORK (WORK DAY)

- 7.01 Employees shall not be required to be present for any length of time in any day less than three (3) consecutive hours.

- 7.02 When an employee is required to work six (6) hours or more per day, then the meal break shall not constitute a break in the consecutive hours.
- 7.03 A meal break of at least forty-five (45) minutes shall be granted to each employee after he/she works four (4) consecutive teaching or demonstrating periods, unless otherwise agreed between the employee and the Employer. This meal break shall not be considered part of his/her working hours.
- 7.04 When an employee is required to work for six (6) hours, he/she shall be permitted to have at least one (1) twenty (20) minute break or two (2) ten (10) minute breaks, at the discretion of the Employer.
- 7.05 Except by mutual agreement between the employee and the Employer, there shall be no break in the work day in excess of two (2) hours, including the meal break.

ARTICLE 8

HOURS OF WORK (WORK WEEK)

- 8.01 It is mutually agreed that the principle of the work week cannot be interpreted literally as it is recognized that there are extra duties normally associated with the teaching profession that have to be done outside the regular working hours if each individual instructor is to provide the highest quality educational programme practicable for every student.
- It is further agreed that because of the professional nature of the educational workplace, an employee may be granted permission by the supervisor to be absent from the regular place of work for brief periods to attend to personal matters, provided such time is requested for non-assigned periods.
- 8.02 Instructors shall be required to be in attendance at their regular place of work to carry out assigned duties for thirty (30) hours between the hours of 8:00 a.m. Monday and 5:00 p.m. Friday and any thirty (30) hour period between these hours assigned by the Employer shall be considered as five (5) work days.
- *8.03 Effective the date of signing this Agreement, Guidance Counsellors, Instructional Assistants, Researchers and Coordinators of Disability Services shall be required to be in attendance at their regular place of work for thirty-five (35) hours a week between the hours of 8:00 a.m. Monday and 5:00 p.m. Friday.
- 8.04 By mutual agreement of the employee and the Employer, an employee may work on Saturday as part of his/her regular work week.

ARTICLE 9**OVERTIME**

- 9.01 The employee's regular hourly rate shall be calculated by dividing his/her annual salary as determined in schedules by 1560 (30 x 52) for Instructors and by 1820 (35 x 52) for Instructional Assistants and Guidance Councillors.
- 9.02 Subject to Articles 3 and 44, when an employee is required to work in excess of the hours of work outlined in Article 8, he/she shall be paid one and one-half (1½) times his/her regular hourly rate calculated in accordance with Clause 9.01 for the hours of overtime.
- 9.03 Subject to the conditions of Clauses 7.01 and 9.06, when an employee is required to work on a statutory holiday or day of rest, he/she shall be paid one and one-half (1½) times his/her regular hourly rate in addition to what he/she would have earned had he/she not worked.
- 9.04 Subject to the conditions of Clauses 7.01, 9.06 and 14.03, when an employee works on a vacation day, he/she shall be paid one and one-half (1½) times his/her regular hourly rate in addition to what he/she would have earned had he/she not worked.
- 9.05 An employee shall not be required to work overtime other than in the Campus in which he/she is employed.
- 9.06 Where an Instructor agrees to perform overtime duties other than teaching duties, the rate of remuneration is to be negotiated between the Employer and the Instructor.
- 9.07 The Employer shall make every reasonable effort to make overtime pay available within thirty (30) days of the day(s) on which it was worked.
- 9.08 Upon the request of an employee, the President shall grant time off in lieu of compensation for overtime at a time to be mutually agreed between the President and the employee, provided that such time off is taken within twelve (12) months of having earned the same. Such time will be granted at the applicable overtime rate. In the event that an employee cannot take the time off within the time frame outlined, then he/she shall be paid the overtime at the applicable rate when it was incurred.
- 9.09 Where a class or subject that an employee is teaching continues into the employee's vacation time, the President, if so requested, will consider the feasibility of permitting the employee to continue teaching the class or subject on overtime in either a full or part-time capacity.
- 9.10 Subject to Clause 10.01, a full time employee who accepts an appointment and teaches in the Continuing Education or regular program in excess of their regular work assignment shall do so in accordance with the established rates for the course and the time so worked shall not be considered overtime nor shall it be a factor for assessing workload in accordance with Article 25.

ARTICLE 10
TEMPORARY EMPLOYEES

*10.01 Vacancies

Temporary vacancy means a temporary position which the Employer requires to be filled. Such vacancies shall be filled on a seniority basis with employees who have the necessary qualifications and ability as assessed by the Employer in the following sequence:

- (a) by Bargaining Unit employees working less than full time hours at the same Campus as the vacancy, where scheduling permits;
- (b) by Bargaining Unit employees on layoff or under notice of layoff from the same Campus as the vacancy;
- (c) by Bargaining unit employees on layoff from the same region as the vacancy;
- (d) temporary vacancies in excess of twelve (12) weeks which are not filled through (a), (b) or (c) above shall be posted in accordance with Clause 10.02.

10.02 Job Postings

- (a) All job competitions for temporary positions shall be posted in accessible places on the Employer's premises for a period of not less than seven (7) calendar days.
- (b) Where temporary positions are posted in accordance with 10.02 (a) the provisions of Article 46 shall apply to the processing of applications and to the appointments to those temporary positions.

10.03 Layoff

- (a) When the Employer determines it is necessary to reduce the number of temporary positions in a Campus, the temporary employees who have the least seniority within that Campus shall be laid off first, provided the more senior temporary employees retained have the required qualifications and ability as assessed by the Employer, to perform the duties of the position(s) being retained.
- (b) Notwithstanding Clause 10.03 (a), where, in the opinion of the Employer the layoff of an employee would cause an unacceptable disruption in program delivery then the junior employee shall not be laid off provided the junior employee is employed for a term of eight (8) weeks or less or if he/she has four (4) weeks or less remaining in his/her term of employment.

10.04 Recall

- (a) Temporary employees who have had at least twelve (12) weeks of continuous service or who have been previously hired through a job posting and competition and who have been laid off in accordance with Clause 10.03 (a) shall be recalled to available temporary positions in the Campus from which they were last laid off in accordance with their seniority provided that they have the qualifications and ability, as assessed by the Employer, to perform the duties required.
- (b) Where the process in 10.04 (a) does not result in an employee being recalled and the position to be filled is a full-time position of twelve (12) weeks or longer, then the senior employee, either on layoff within the region or a permanent employee who has exercised the right to displace outside the region within the past 25 months, shall be recalled to the position in accordance with their seniority provided that they have the qualifications and ability, as assessed by the Employer, to perform the duties required.
- (c) Temporary employees who refuse a recall on two (2) consecutive occasions shall be dropped from the recall list. Employees wishing to be reinstated to the list must notify the Employer in writing that they are available for recall. For purposes of this Clause, temporary employees working less than full time hours who are offered additional hours shall be considered to have been recalled.
- (d) For the purpose of recall under this clause, senior temporary employees will be recalled before junior permanent employees.

10.05 Termination

- (a) Subject to Clause 27.01, two (2) weeks' notice in writing shall be given to temporary employees who are members of the Bargaining Unit whose services are to be terminated, provided that such employees are not hired for a specified time period in which case the two (2) week notice will only be required when their services are to be terminated prior to the scheduled end of their specified employment period.
- (b) If such notice is not given under this Clause, the employee shall be paid for the number of days by which the period of notice was reduced.
- (c) Temporary employees shall give the Employer two (2) weeks' notice, in writing, of their intention to terminate employment.
- (d) This Clause applies only to temporary employees who have been hired for periods greater than twenty (20) days.
- (e) The time limits as set out in Clause 10.05 (a) and (c) may be reduced by mutual agreement between the Employer and the Employee.

- 10.06 Upon request from the employee, no more than four (4) weeks prior to the end of the temporary employee's appointment, the Employer shall discuss with the temporary employee the employee's prospects for continued employment beyond the end of the current appointment. It is agreed that such discussions are non-binding on the employee and the Employer.

ARTICLE 11

WORK YEAR

- 11.01 The work year for employees shall be the academic year during which the employees shall be granted such vacation leave and any other leave, days of rest and statutory holidays as provided for elsewhere in this Agreement.
- 11.02 Employees will be advised as early as practicable with regard to their work schedule and any changes which are necessary in it during the Academic year.
- 11.03 In accordance with Article 14, an employee earns vacation leave on the basis of the number of months of service completed each year. Where an employee does not earn the full amount of vacation leave days he/she would have earned had he/she been in attendance during the full year, the employee may be required to return to work upon the expiration of his/her leave entitlement.

If the employee is not required to return to work upon the expiration of his/her leave entitlement, the following options are available to the employee:

- (a) The employee may elect to be placed on leave without pay upon the expiration of his/her entitlement, until his/her attendance is required. The selection of this option may result in the employee not accruing certain service related benefits, such as seniority and sick leave; or
- (b) The employee may be placed on leave with pay until his/her attendance is required. The selection of this option will result in the employee earning additional vacation leave days, and the number of days of leave with pay awarded him/her shall be adjusted accordingly. The following procedures shall apply to employees who select this option:
 1. The number of days of leave with pay awarded to the employee shall be recorded;
 2. The employee may be required, within the following two (2) academic years, to work additional time in order to repay the number of days of leave with pay awarded;
 3. Where the number of days of leave with pay awarded are not worked within the following two (2) academic years, the employee's obligation will be deemed to have been fulfilled.

4. Where the employee is dismissed or resigns from the service of the Employer within the following two (2) academic years and has not fulfilled his/her obligation with respect to days of leave with pay awarded, the Employer reserves the right to recover any obligation outstanding at the time of termination.
 5. The Employer shall notify employees as far in advance as possible as to when additional time is to be worked, but in no event will the period of notice be less than fifteen (15) days.
 6. An employee shall be deemed to have met his/her obligation when he/she works the number of days for which he/she was paid or if the obligation is to be recovered in money, then the rate of pay shall be the rate in effect at the time the leave with pay was granted.
- (c) The employee may elect to have his/her expected earnings for the remainder of the academic year pro-rated so as to provide him/her with regular income over the period during which his/her leave entitlement would have expired. The selection of this option will not result in an employee accruing more or less benefits than he/she would have accrued had he/she selected the option prescribed in 11.03 (a) above.
- (d) Option selection must be made in writing to the President prior to June 1st and the choice is irrevocable. Where no selection has been made by June 1st, then option (b) shall be considered selected.

ARTICLE 12

SALARY

- *12.01 (a) The annual salaries specified in Schedule 1 shall be paid in bi-weekly instalments.
- *(b) The regular hourly rate shall be calculated by dividing the yearly rate specified in the schedules by 1560 for instructors and as specified in the schedules by 1820 for Instructional Assistants, Guidance Councillors, Researchers and Coordinators of Disability Services;
- (c) The regular daily rate shall be calculated by dividing the yearly rate specified in the schedules by 260;
- (d) When an employee's pay is to be reduced and the period of reduction is for less than one week, the employee's payment shall be reduced by an amount calculated by dividing his/her annual salary by 1560 or 1820, as appropriate, for each attendance hour lost during the period.

12.02 Salaries

The salary scales set out in Schedule "1" will become effective from the dates prescribed in the schedules.

12.03 New employees shall receive their first pay no later than four (4) weeks after commencing employment and submitting necessary documents.

ARTICLE 13

INCREMENTS AND UPGRADINGS

13.01 Increments will be withheld from those Instructors who do not complete teacher training in accordance with terms and conditions prescribed by the Minister of Education.

*13.02 (a) Subject to Clause 13.01 increments will be awarded annually on September 1st of each year in accordance with an employee's completed years of service until he/she reaches the top of the salary scale unless withheld by the Employer for unsatisfactory service and in such case(s) there will be recourse to Grievance and Arbitration Procedure(s) referred to in Article 5 and Article 6. The computation of years of service for incremental purposes shall be made once yearly immediately prior to September 1st.

*(b) In computing the years of service for incremental purposes the following shall apply:

*(i) Six (6) hours of service shall be counted as a day of service for Instructors.

Seven (7) hours of service shall be counted as a day of service for Instructional Assistants, Guidance Counsellors, Researchers and Coordinators of Disability Services.

(ii) The total years of service shall be determined by dividing the total days of service by two hundred and sixty (260).

(iii) The maximum number of days of service which may be credited for any twelve (12) month period is two hundred and sixty (260).

(iv) When the total years of accrued service has been computed any half year or more shall be counted as a year, but a fraction of less than one half shall not be counted.

- (c) An employee who qualifies for a higher classification or level during the academic year will be placed in the higher classification or level effective the first day of the month in the month in which the qualification was obtained, except if the qualification is in a period during which the Employer has not scheduled the employee to work, in which case it will be awarded on the first day of the month in which the employee is scheduled to work after receipt of the qualification.

Employee(s) are responsible to inform the Employer of their having obtained such higher qualification(s) within ninety (90) days of having obtained it. If an employee fails to inform the Employer within this time limit, he/she will receive the higher classification or level effective the first day of the month in which the Instructor notifies the Employer.

- (d) Subject to Clause 13.02 (e), on reclassification of an employee to a higher classification, his/her rate of pay shall be established at the same step on the new range except in a case where the same step would not give him/her an increase in salary of at least five percent (5%), in which case he/she shall be placed at a step which does exceed his/her existing rate by at least five percent (5%) subject to the maximum of the new scale.
- (e) Clause 13.02 (d) will only be applicable provided the employee has completed a minimum of one (1) year of related post-secondary courses or equivalent since his/her last upgrading to a level within a class. Where the employee has not completed the required full year, he/she shall be established at a step in the new classification without loss of pay.

- *13.03 Notwithstanding Clause 38.02 (c), on promotion of an Instructional Assistant to an Instructor's position, the employee will be paid in accordance with his/her qualifications and experience in accordance with the Classification Plan. The employee shall be credited with one additional step on the salary scale for each year of experience as an Instructional Assistant except where such years of experience are required to qualify the employee for entry into that classification.

ARTICLE 14

VACATION

- 14.01 As agreed in Clause 8.01, there are extra duties normally associated with the teaching profession which have to be done outside the regular attendance time for which there will be no entitlement to obtain overtime payment. For this reason, an extended vacation period as prescribed in Clause 14.02 (a) below has been granted. However, where a change in educational technology requires major curriculum revision, the provisions of Article 9 will apply.

- *14.02 *(a) Each Instructor, including Researchers and Coordinators of Disability Services earns vacation leave at the rate of four and one-half (4½) days for each month of service in an academic year, thirty (30) days for which shall be granted in block unless otherwise agreed by the employee. Where possible, vacation leave will be granted between the dates of June 15 and August 30. The thirty (30) day block of vacation leave will be scheduled eight (8) weeks in advance.
- (b) The Employer may require the employee to be in attendance on vacation days in excess of the thirty (30) day block referred to in Clause 14.02 (a).
- (c) Vacation leave earned in excess of the thirty (30) day block may be scheduled throughout the academic year. However, these days will not be granted for periods of less than five (5) days, unless agreed otherwise between the Instructor and the Supervisor or as otherwise stipulated in this Agreement. At least fifteen (15) days' notice will be given of the scheduling of these days and, where possible, four (4) weeks' notice will be given of the scheduling of these days.

For the purpose of this Clause, if Instructors are scheduled for annual leave for an entire week and a statutory holiday occurs in that week, the Employer will be deemed to have complied with the five (5) day minimum mentioned above.

- 14.03 Where the Employer, in agreement with the employee, requires the employee to be in attendance during all or part of his/her vacation period, the employee may elect to carry over his/her unused vacation or any portion thereof into the next year.
- 14.04 (a) Subject to Clause 14.04 (b), no other type of leave shall be granted during the assigned vacation periods.
- (b) In the case of vacation days in excess of the thirty (30) day block referred to in Clause 14.02 (a) which are assigned during the employee's teaching year, an employee may, subject to the approval of the President, change the status of his/her leave to another type of leave.
- 14.05 Except in the case of extended illness immediately prior to the usual retirement age, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave. For the purpose of Clause 14.05, the usual retirement age shall be sixty-five (65) years of age.
- 14.06 (a) Full time temporary employees hired for the full academic year shall accrue and be granted annual leave in accordance with Clause 14.02 in the same manner as permanent employees.
- (b) Temporary employees hired for less than a full academic year shall have the following options concerning vacation:
- (i) payment in lieu of vacation shall be added to gross income bi-weekly;
 - (ii) employees may receive a lump sum payment in lieu of vacation leave upon layoff.

Where no selection has been made by the employee, then option (ii) shall be considered selected. Seniority shall be credited equally regardless of the payment option utilized.

ARTICLE 15

HOLIDAYS

15.01 The following shall be designated as statutory holidays:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Armistice Day
- (d) Christmas Day
- (e) Boxing Day
- (f) New Year's Day
- (g) Good Friday
- (h) Commonwealth Day
- (i) Discovery Day
- (j) Memorial Day

15.02 In addition to the statutory holidays of Christmas Day, Boxing Day and New Year's Day, Instructors will not be required to be in attendance from December 25th in one year to January 1st of the next year, both dates inclusive.

15.03 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a time to be mutually agreed between the President or his/her designate and the employee.

15.04 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest and the employee is required to work on that day, the employee shall receive two (2) hours' pay for each hour worked on that day. In addition, the employee shall receive one (1) hour off with pay for each hour worked at a time to be mutually agreed between the employee and the President or his/her designate.

ARTICLE 16

EMPLOYEE DEVELOPMENT – PERMANENT EMPLOYEES

Employee development includes, but is not limited to, academic or skill upgrading, retraining, return to business or industry, short courses and seminars.

- 16:01 (a) Subject to operational requirements and availability of a qualified replacement, a permanent employee shall be granted unpaid employee development leave of the amount requested not exceeding two (2) years, and subject to Article 50, his/her position in the same Campus shall be guaranteed upon his/her return provided that he/she gives notification to the Employer, in writing, of his/her intentions at least six (6) months prior to the date when the leave is to commence and further provided that an acceptable substitute arrangement can be made.
- (b) An employee who is on employee development leave under Clause 16.01 (a) shall be entitled to Group Insurance benefits provided that the portion of premiums normally paid by the Employer on behalf of the employee will be paid by the employee.

*16.02 Employee Development Advisory Committee

There will be an Employee Development Advisory Committee established within 30 days of the signing of this agreement which will comprise an equivalent number of employer and employee representatives of not less than six in total with no more than one representative from each College region. As part of the College's overall development initiative the Employer agrees to provide an allocation of twenty-one (21) semesters per academic year for the committee to address employee development requests.

The role of the committee is to review all applications for leave under Clause 16:02 of one (1) semester or longer in duration and to report its recommendations to the President for approval. Such recommendations of the committee, within the allocated number of semesters, shall not be unreasonably denied.

This committee will develop the terms of reference using the following criteria to ensure consistency of application and that the requirements of both the employer and the employee are met to the greatest extent possible.

The criteria for employees being considered for leave shall be any one of the following, with priority being given to employees who meet more than one (1) criterion:

- (i) the leave will benefit the College in offering approved programs;
- or
- (ii) the leave will improve the qualifications and ability of the employee to work within their area of employment;
- or

- (iii) the leave will expand the areas of competence thereby developing versatility of professional capacity as required by the College.
- (a) An employee who has been employed for six (6) or more years and desires up to one (1) year's development leave may be granted employee development leave with partial pay, and subject to Article 50, his/her position in the same Campus shall be guaranteed upon his/her return provided he/she makes application at least six (6) months prior to the date when the leave is to commence, and further provided an acceptable substitute arrangement can be made. If an applicant for employee development leave is planning on attending a national or international education or work program, then the applicant should apply nine (9) to twelve (12) months in advance and shall be notified by the Committee within six (6) weeks of application.
- (b) An employee who has been employed for six (6) or more years since his/her last paid leave under this Article and desires up to one (1) year's employee development leave, in addition to that provided in Clause 16.02 (a), may be granted such leave with partial pay. Subject to Article 50, his/her position in the same Campus shall be guaranteed upon his/her return provided he/she makes application at least six (6) months prior to the date when the leave is to commence and further provided an acceptable substitute arrangement can be made.
- * (c) *1. The Employer and the Union recognize that due to changes in training needs, the Employer may find it necessary to reduce, eliminate or introduce new programs. In that event, the Employer agrees that those employees who are to be terminated and have at least six (6) years of service, and who in the opinion of the Employer have the necessary pre-requisites to be retrained within one (1) year shall be given priority for leave in accordance with 16:02 (d).
- *2. Employees referred to in Clause 16.02 (c) 1, who meet the service requirements, but who require two (2) years to be retrained may also apply for the additional year's leave under Article 16.02 (d).
3. Employees partaking in retraining as referenced in 16.02 (c) will endeavour to seek such retraining where possible during a time period when they are not assigned regular teaching duties. Notwithstanding Clauses 9.04 and 14.03 of this Agreement, employees who take retraining during their vacation period shall not be entitled to carry forward vacation credits in lieu, nor will they be entitled to overtime compensation.
- (d) Subject to Clause 16.02 (e), an employee who is approved for development leave by the President under this Clause shall be guaranteed two thirds ($\frac{2}{3}$) of his/her regular salary while on such leave.

- (e) An employee who is approved for development leave under this Clause shall be obligated to return to the Employer under this Agreement for at least twice the period of time spent on such leave. Failure to abide by this provision will result in forfeiture of seniority rights, unless the employee's employment is terminated by the Employer or unless this requirement is waived by the Employer because of justifiable reason given by employee. Waiver of requirements under this Clause shall not be unreasonably denied.
 - (f) An employee whose application was forwarded to the President for consideration and whose application was denied may, if he/she wishes, request in writing the reasons for the decision of the President, who shall provide same.
 - (g) An employee who is on employee development leave under Clause 16.02 shall be entitled to Group Insurance coverage provided he/she continues to pay his/her portion of the premiums.
 - (h) Employees who do not fulfil the obligation to return to the Employer for a period twice that of the employee development leave shall be obligated to refund the Employer the proportionate amount of salary received while on leave.
 - (i) Employees on approved development leave who are participating in programs listed in the applicable College calendar shall not be required to pay tuition.
- 16.03 (a) Employees who discontinue their approved development leave without just cause shall be placed on special leave without pay and shall be permitted to return to work at the discretion of the Employer, but in any event, no later than at the end of their approved period of employee development leave.
- (b) Employees who discontinue their approved development leave for just cause will be allowed to return to their former position upon giving three (3) weeks' notice to do so to their Employer.
- 16.04 For purposes of this Article, years of service shall be calculated in accordance with the procedure outlined in Clause 13.02 (b).
- 16.05 Employees on approved development leave shall have the right to maintain participation in the Public Service Pension Plan in accordance with the provisions of the Public Service Pensions Act and supporting Regulations.
- 16.06 (a) Employees on approved development leave for one (1) full academic year shall not earn nor shall they use annual leave during the period they are on such leave.
- (b) Employees on approved development leave for less than a full academic year shall earn annual leave on a pro-rata basis in accordance with the percentage of salary being received while on such leave.

- 16.07 An employee who is appointed to a management position only for the purposes of succession planning for a maximum period of twelve (12) months shall be considered to be on employee development leave for the purposes of seniority. Seniority will be forfeited where the employee does not return to the bargaining unit for a period of time equal to twice the leave period. Such leave shall not be deducted from Clause 16.02.

ARTICLE 17

SICK LEAVE

- 17.01 (a) (i) The number of days of sick leave with full pay which may be awarded to employees shall not exceed the figure obtained by multiplying their total months of service by two (2) and subtracting therefrom the number of working days of sick leave previously awarded to them provided that the maximum number of days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.
- (ii) Notwithstanding Clause 17.01 (a)(i), the number of days of sick leave with full pay which may be awarded to employees hired after December 1, 2005 shall not exceed the figure obtained by multiplying their total months of service by one (1) and subtracting therefrom the number of working days of sick leave previously awarded to them provided that the maximum number of days of sick leave with full pay which may be awarded to an employee during any period of two hundred and forty (240) months of service shall not exceed two hundred and forty (240) days in the aggregate.
- (b) (i) A person who has had employment with a Provincial Government Department and who has within one hundred and twenty (120) consecutive calendar days become employed with the Employer covered by this Agreement, shall be permitted to transfer any unused sick leave that he/she may have to his/her credit.
- (ii) A person who has had employment with a School Board within the Province and who has within ninety (90) consecutive calendar days become employed with the Employer covered by this Agreement shall be permitted to transfer any unused sick leave that he/she may have to his/her credit.
- *17.02 For the purpose of Clause 17.01, an employee who receives full salary or wages in respect of not less than one-half ($\frac{1}{2}$) of the days in the first or last calendar month of his/her service, computed in full days, shall, in each case, be deemed to have had a month of service.
- *17.03 An employee may anticipate sick leave to the end of the period of his/her authorized employment or to the end of the year concerned, whichever is the shorter period.

- *17.04 Subject to Clause 17.05, when an employee has reached the maximum of sick leave, which may be awarded to him/her in accordance with this Article, he/she shall, if he/she is still unfit to return to duty, proceed on annual leave (including current and accumulated leave) if he/she is eligible to receive such leave, or on special leave without pay at his/her option, for which the employee shall receive seniority.
- *17.05 Where, in the opinion of the President, it is unlikely that an employee will be able to return to duty after the expiration of his/her accumulated sick leave, he/she may be required by the President to undergo a medical examination. If it appears from such examination that in the opinion of a medical doctor appointed by the Employer, it is unlikely that the employee will be able to return to duty, then the employee may be retired effective when his/her accumulated sick leave has expired or at retirement age, whichever occurs first, and paid such pension award as he/she may be entitled to receive and the employee shall receive notice in accordance with Article 27.
- *17.06 (a) Sick leave with full pay for periods in excess of three (3) consecutive days or six (6) days in the aggregate in any year shall not be awarded to an employee unless he/she has submitted in respect thereof a medical certificate satisfactory to the President.
- If the information presented in the medical certificate is not complete, the President may request that the employee provide additional information from his/her medical doctor. In no case will the Employer contact the employee's doctor without the consent of the employee.
- (b) The Union and the Employer agree that sick leave is a benefit provided for the protection of employees and as a benefit, sick leave should not be abused. Therefore, the Employer has the right to discipline employees for abuse of sick leave and employees shall have recourse to the Grievance and Arbitration Procedures as prescribed in accordance with Articles 5 and 6.
- *17.07 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for sick leave purposes, and the employee's record of service shall be noted accordingly.
- *17.08 Sick leave shall not be granted to an employee who is on maternity leave or any other type of leave without pay.
- *17.09 Where an employee has a break in service in excess of thirty (30) consecutive calendar days not caused by layoff, his/her service for the purpose of this Article shall be deemed to commence from the date of his/her re-employment.
- *17.10 In September, the Employer shall notify in writing each employee of the amount of sick leave accrued to his/her credit up to and including the previous 31st of August.
- *17.11 (a) Where, subject to Clause 17.11 (b), the Employer declares the College or a Campus to be closed due to an emergency, employees on sick leave prior to such declaration shall not have sick leave credits deducted for the duration of the closure.

- (b) When the College or a Campus is closed due to an emergency during a working day, employees who commenced sick leave on that day shall remain on sick leave for the remainder of that day, but shall not have sick leave credits deducted for subsequent days during the period of closure.

*17.12 In cases of termination and calculation for sick leave, where an employee works a fraction of the work week, the number of days worked will be calculated by dividing the number of hours worked by six (6) or seven (7), as appropriate, and rounding off to the nearest whole number.

ARTICLE 18

MATERNITY / ADOPTION / PARENTAL LEAVE

- 18.01 An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- 18.02 An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 18.03 An employee may return to duty after giving the President two (2) weeks notice of his/her intention to do so.
- 18.04 The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- 18.05 Periods of leave up to fifty-two (52) weeks shall count for seniority purposes, annual leave, sick leave, severance pay and step progression.
- 18.06 Employees on leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 18.07 An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 18.08 The Employer will endeavour to provide child care services for its employees wherever possible.
- 18.09 While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them through their Human Resource Division.
- 18.10 An employee returning from maternity leave may be exempt from standby and callback until the child is six (6) months old provided that other qualified employees in her work area are available.

ARTICLE 19**BEREAVEMENT LEAVE**

- 19.01 Subject to Clause 19.02, an employee shall be entitled to bereavement leave with pay as follows:
- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law spouse, children of common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or near relative living in the same household, three (3) consecutive days; and
 - (b) In the case of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.

For the purpose of this Article, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and lives and intends to continue to live with that person as if that person were his/her spouse.

- 19.02 (a) If the death of a relative referred to in clause 19.01 (a) occurs outside the island portion of the Province, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.
- (b) If the death of a relative referred to in clause 19.01 (a) occurs outside Labrador and the employee resides in Labrador, the employee may be granted one (1) additional day's leave with pay for the purpose of attending the funeral.
- 19.03 Subject to the approval of the President, special bereavement leave, not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Clauses 19.01 and 19.02.
- 19.04 In the event that there are exceptional or extenuating circumstances involved in the situation described in this Article, and subject to the approval of the President, bereavement leave may be extended.

ARTICLE 20**SPECIAL LEAVE**

- 20.01 Any employee who can satisfy the President that a personal matter requires time off and that it is not appropriate to grant any other type of leave or to re-arrange the teaching schedule, may be permitted to take up to a maximum of four (4) days per academic year with pay, provided an acceptable substitute arrangement can be made.

- 20.02 An employee may be granted three (3) scheduled teaching days in any one academic year for the purpose of attending workshops, training seminars, or professional Association meetings, which are directly related to the field of instruction of the employee.
- *20.03 Employees will be granted leave up to a maximum of two (2) days in an academic year in order to participate in cultural, fraternal, organized sports, military training, community events or personal convocation/graduation ceremonies, that are scheduled during the work week and require the absence of the employee from his/her place of work, provided that the following conditions are met:
- (a) Notice of such leave should be given to the President as far in advance as possible, but the period of notice will not be less than thirty (30) calendar days, except where the President agrees to reduce this period;
 - (b) No additional cost shall be incurred by the Employer as a result of the granting of such leave;
 - (c) There must be no decline in the quality of the teaching program, therefore, subject to the approval of the President, the employee must either:
 - (i) amend the teaching schedule prior to the period of leave, so that at the end of the period of leave the instructional program has not fallen behind the schedule established for that program; or
 - (ii) arrange for a qualified substitute who shall maintain the instructional program at the same quality and speed of advancement, as would be the case had the employee not taken such leave.
- 20.04 An employee getting married during the school year may be given up to two (2) days leave with pay and the said leave shall be deducted from the annual leave entitlement of the employee.
- 20.05 Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this Clause is eight (8) weeks. An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit. Subject to Article 50, the employee will be guaranteed his/her position in the same campus upon his/her return.

- 20.06 Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively, but cannot be taken in amounts of less than two (2) days at a time.

ARTICLE 21

INJURY ON DUTY

- 21.01 (a) All employees shall be covered by The Workplace Health, Safety and Compensation Act.
- (b) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall report the matter to his/her Supervisor and submit an account of the accident using the prescribed form as soon as possible. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor.
- (c) An employee who is unable to perform his/her duties because of a personal injury received in the performance of his/her duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of The Workplace Health, Safety and Compensation Act. If the claim is subsequently denied by the Workers' Compensation Commission, the employee may access other available benefits including sick leave and annual leave.
- *21.02 (a) In the event that the employee dies as a result of an injury received in the performance of his/her duties, his/her estate shall receive all death benefits owing to the employee in accordance with the provisions of The Workplace Health, Safety and Compensation Act, in addition to any benefits he/she would be eligible for under the Public Service Pensions Act or the Government Money Purchase Pension Plan.
- * (b) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval immediately following which their employment shall be terminated, subject to the Human Rights Act.
- 21.03 (a) An employee confirmed as being unable to perform the regular duties of his/her classification as a result of injury on duty will be employed in other work he/she can do provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.

- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the President or designate in writing of his/her intention to exercise his/her right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of layoff effective from the date he/she was confirmed as being unable to perform the regular duties of his/her classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 50, if applicable.

- 21.04 In the event that an employee is placed on leave under the provisions of this Article, he/she will not accrue seniority during any period when he/she would normally be laid off.
- 21.05 The Employer determines whether its employees will be covered directly by The Workplace Health, Safety and Compensation Commission or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of The Workplace Health, Safety and Compensation Act.

ARTICLE 22

TIME OFF FOR UNION BUSINESS

- 22.01 With the approval of the President and provided acceptable substitute arrangements can be made, leave with pay shall be awarded to one employee per region who is a member of the negotiating committee while he/she is attending actual negotiating sessions. The Union shall notify the President of the employee affected prior to the commencement of negotiations and the employee shall, in all instances, give prior notice of absence from work to the immediate Supervisor and such notice shall be given as far in advance as possible.
- 22.02 With the approval of the President, and provided that an acceptable substitute arrangement can be made, special leave with pay shall be awarded to an employee as follows:
- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized unit of the Union and who is required to attend conventions of the Union within the Province, leave with pay not exceeding three (3) days in one academic year;
 - (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any academic year;
 - (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any academic year;

- (d) In the case of employees who are members of the Provincial Board of Directors of the Union, or delegated representatives who may wish to attend meetings of a National Organization with which the Union is affiliated, leave with pay at the rate of five (5) days per region per academic year. Where less than five (5) days are used in an academic year, days not used may be carried forward to the following academic year, to a maximum carryover of five (5) days.
 - (e) In the case of meetings of the Newfoundland and Labrador Federation of Labour, a maximum of one (1) member of the Provincial Board of Directors of the Union per region and a delegated representative of the Employer, shall each be granted leave with pay not to exceed three (3) days in any one academic year.
 - (f) The President shall receive notice in writing at least two (2) weeks in advance of when any leave under this Article is requested to commence, except in the case of emergency meetings.
 - (g) The Union shall inform the Employer of the names of members of the Instructors' bargaining unit who are members of the Provincial Board of Directors or Provincial Executive.
- 22.03 Leave without pay, up to six (6) months, may be awarded to an employee to attend to business of the Union other than that which is referred to in Clause 22.01 provided an acceptable substitute arrangement can be made.
- 22.04 With prior approval of the President special leave with pay not exceeding one (1) day per academic year shall be awarded to each shop steward for the purpose of attending labour educational seminars.
- 22.05 Provided that suitable substitute arrangements can be made, and upon written request, the Employer shall grant special leave without pay for a period of up to one (1) year to an employee who has been selected for a full time position with the Union. Upon request, this period of leave will be extended for up to one (1) year at a time, provided a suitable substitute instructor can be found.
- 22.06 Employees on leave of the type referred to in Clause 22.03 and 22.05 shall continue to accumulate service for seniority purposes.
- 22.07 Employees who work in Labrador shall be granted leave with pay to provide adequate travel time when attending Union functions.

ARTICLE 23

LEAVE - GENERAL

- 23.01 An employee on leave without pay which is authorized by the Employer shall not suffer any loss of benefits which had accrued prior to the commencement of the authorized leave.

ARTICLE 24**PROBATION**

- 24.01 (a) Subject to 36.02, 24.01(b) and 24.01(c), on first being appointed, an employee shall be on probation for a period of two (2) years following his/her date of employment.
- (b) Employees who have completed the Teacher Training Program as prescribed by the Minister of Education, at the time of appointment, shall be on probation for a period of one (1) year following their date of employment.
- (c) An employee being re-employed by the Employer, shall not be required to serve a probationary period, provided he/she has not been out of the employ of the Employer for a period in excess of twenty-five (25) months.
- (d) An employee's probationary period shall not include:
- (i) periods not worked, including periods on layoff, or
 - (ii) periods of unpaid or paid leave (other than annual leave) which are greater than thirty (30) days' duration in each instance.
- 24.02 Probationary employees shall have their performance assessed by the Employer and each assessment report made known to the employee and placed on his/her personal file. If the employee disagrees with an assessment report, he/she shall notify the President or his/her designate who shall review the assessment report and appoint some other person to carry out a further assessment.
- 24.03 Except in cases of dismissal due to unsuitability or incompetence, probationary employees shall have access to the grievance and arbitration procedure as prescribed in Articles 5 and 6. The assessment of a probationary employee to determine if dismissal due to unsuitability or incompetence is necessary, shall be made by the Employer and at least two (2) assessments per academic year shall be completed on each probationary employee prior to any such dismissal.
- 24.04 In cases of alleged discrimination, a probationary employee will have recourse to the grievance and arbitration procedure as set out in Articles 5 and 6.
- 24.05 With the exception of temporary employees, upon completion of the probationary period as prescribed in accordance with Clause 24.01, an employee shall be deemed to be a permanent employee unless notified otherwise.

ARTICLE 25**WORKLOAD**

- 25.01 An Instructor's workload shall be outlined in writing at the beginning of an appropriate time block and shall be determined by the employee and his/her Supervisor working together to consider each of the following factors
- (a) class size
 - (b) nature of courses
 - (c) number of different courses
 - (d) marking
 - (e) office hours
 - (f) committee involvement
 - (g) variation in class size during a term
 - (h) administrative responsibilities and/or other non-instructional professional duties
 - (i) variation and/or changes in curriculum
 - (j) nature of student intake
 - (k) number of campuses or other worksites on which the employee is required to teach
 - (l) curriculum development
 - (m) professional development (approved by Employer)
 - (n) delivery methodology (e.g. distributed learning, classroom based, correspondence, etc.)
 - (o) approved applied research and development
- 25.02 When an instructor and his/her supervisor determine that agreement cannot be reached on the workload, the instructor may refer the matter, in writing, to a Workload Review Committee within five (5) days of the dispute. When there is a dispute, the President will assign the workload until the matter is resolved. The committee will consist of two (2) employees appointed by the Union and two (2) members appointed by the President. (Should one of the committee members be involved in the issue, an alternate will be appointed.)
- 25.03 The Workload Review Committee shall meet within five (5) days of the referral and within three (3) days of the initial meeting, the Workload Review Committee shall advise both the President and the instructor, in writing, of the decision of the committee. A majority decision shall be binding. Where this does not resolve the matter, the instructor may refer the dispute to Grievance and Arbitration. The parties to this Collective Agreement shall compile a list of Arbitrators acceptable to both parties to deal with workload disputes immediately upon the signing of this Collective Agreement.
- 25.04 When an Instructor is required to work in excess of the norm for his/her area of instruction for a sustained period of time, he/she shall be entitled to compensation for the time worked over the norm. For the purpose of this Clause, a sustained period of time shall be any period in excess of ten (10) days.
- 25.05 The norm referred to in this Article is the workload norm for the Instructors area of instruction in the Bargaining Unit.

*25.06 (a) Distributed Learning Invigilation

Distributed Learning exam invigilation, when it is not part of the thirty (30) hour work week of full time employees or part of the established hours of a part time employee, will be filled on a seniority basis in the following sequence:

1. By bargaining unit employees working less than full time hours at the same campus as the invigilation hours , where scheduling permits, at the regular rate of pay.
2. By bargaining unit employees working full time hours at the same campus as the invigilation hours, where scheduling permits, on a volunteer basis according to seniority, to be compensated with the employee option of straight time regular pay or time in lieu.
3. By individuals outside the bargaining unit.

(b) Distributed Learning Assignments (Delivery & Development)

1. (i) Distributed Learning Assignments shall be offered to the most senior Instructor in the Bargaining Unit who is either laid off or employed for less than full-time hours, provided he/she is qualified and able as assessed by the Employer.
- (ii) the most senior instructor in the bargaining unit who is a regular full-time faculty provided he/she is qualified and able as assessed by the employer.
- (iii) to individuals outside the bargaining unit provided he/she is qualified and able as assessed by the employer.
2. Faculty members working in Distributed Learning will remain attached to their regular campus for seniority, layoff, bumping and recall purposes.
3. Newly hired Faculty for Distributed Learning shall be attached to the campus in closest proximity to the employee's home community.
4. First right of refusal for delivery of new courses and redevelopment of courses shall be offered to faculty who have developed the new course(s) or redeveloped the course(s), whichever may apply.
5. The Employer shall submit a list of Instructors who teach Distributed Learning courses only and his/her campus attachment to the Union each semester.

ARTICLE 26

INSTRUCTIONAL SUPPORT STAFF, GUIDANCE COUNSELLORS AND INSTRUCTIONAL ASSISTANTS

- *26.01 Guidance Counsellors and Instructional Assistants hired after April 1st, 1973, shall be subject to the terms and conditions of this Agreement with the exception of Clauses 14.01, 14.02 and 14.04. Effective September 1, 1989, these employees shall earn vacation leave at the rate of three and one-third ($3\frac{1}{3}$) days for each month of service.
- *26.02 Subject to the implementation of a new Classification Plan, Instructional Assistants shall receive a salary increment upon completion of the Post Secondary Instructor's Certificate.

ARTICLE 27

TERMINATIONS

- 27.01 The Employer may at any time without notice dismiss an employee for just cause.
- 27.02 Subject to Clause 27.01, if an employee is to be terminated, he/she shall be notified as far in advance as is possible. In no case, however, shall the period of notice be less than ninety (90) calendar days. If the minimum notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.
- 27.03
 - (a) Permanent and probationary employees shall give the Employer ninety (90) calendar days' notice, in writing, of intention to terminate employment. In addition, when they wish to resign effective at the end of the current academic year, they shall, if possible, notify the Employer, in writing, no later than April 30.
 - (b) Temporary employees shall give the Employer two (2) weeks' notice, in writing, of their intention to terminate employment.
- 27.04
 - (a) Subject to 27.06, vacation leave days shall not be included as part of an employee's notice, except when the period of notice is concurrent with a period during which the Employer had not scheduled the employee to teach and further provided the employee is notified of his/her schedule at least six (6) weeks prior to the date of the beginning of the notice.
 - (b) Subject to Clause 27.03, where an employee has vacation days earned and not used at the date of termination of his/her service, he/she shall receive pay at the regular daily rate calculated in accordance with Article 12 for each earned but unused day, provided however, that any indebtedness to the Employer may be deducted from such pay.
- 27.05 The time limits as set out in Clauses 27.02, 27.03 and 27.04 may be reduced by mutual agreement between the Employer and the employee.

- 27.06 Employees whose services are to be terminated effective at the end of the current academic year shall be notified in writing no later than May 7th of that year.
- 27.07 (a) Permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment, as per Schedule 11. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are reemployed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.
- (b) Vacation pay shall not be deducted from redundancy entitlement.

ARTICLE 28

SENIORITY

- 28.01 (a) For the purpose of this Agreement and subject to Clause 28.03, seniority shall be the number of days of service (rounded to the nearest half-day) an employee has been employed with the Employer as defined in this Collective Agreement, and shall include all periods of leave, granted in accordance with the Collective Agreement, unless otherwise specified.
- (b) Notwithstanding Clause 28.01 (a) an employee shall accrue seniority for the purpose of this Collective Agreement as follows:
- (i) When temporarily assigned to a vacancy outside the Bargaining Unit for a period up to sixteen (16) weeks;
 - (ii) When assigned as a temporary replacement to a position outside the Bargaining Unit for a period up to thirteen (13) months.
- (c) The Employer and the Union agree that employees temporarily assigned in Clause 28.01 (b) shall be and remain members in good standing of the College Faculty Bargaining Unit.
- 28.02 (a) The Employer shall post seniority lists for all employees in each campus and submit the lists to the union on October 31 and March 31, listing the seniority which has been accumulated to August 31 and January 31, respectively. Each list shall be organized by area of instruction in descending order of seniority by campus.

- (b) Each employee shall have the right to protest the seniority credited to him/her within thirty (30) days of the posting of the list. Should an employee consider that the seniority credited to him/her is incorrect, then the employee must provide satisfactory proof of the error. Where satisfactory proof of an error is provided, the error will be corrected in respect to seniority accumulated during any previous year.
- (c) Areas of instruction shall be defined and shall be uniform throughout the College.
- (d) The Employer shall post a recall list of both permanent and temporary employees listing seniority, areas of instruction and campuses to which the employees have recall rights and such recall list must be posted at the same time and places as the regular seniority list.

28.03 The following conditions shall result in loss of seniority for an employee:

- (a) he/she resigns in writing and is not re-employed within thirty (30) days;
- (b) he/she is dismissed and is not reinstated;
- (c) he/she has been laid off as a temporary or contractual employee in excess of thirteen (13) consecutive months;
- (d) he/she has been laid off as a permanent employee in excess of twenty-five (25) months;
- (e) he/she accepts a permanent position outside the bargaining unit and does not return to the bargaining unit within thirty (30) days;
- (f) he/she is assigned as a temporary replacement to a position outside the bargaining unit for a period in excess of thirteen (13) months;
- (g) he/she is temporary assigned to a vacancy outside the bargaining unit for a period in excess of sixteen (16) weeks.

ARTICLE 29

DISCIPLINE

- 29.01 (a) Subject to Article 24, an employee may be reprimanded, suspended or dismissed, but only for just cause.
- (b) An employee who is reprimanded, suspended or dismissed shall receive written reasons for such discipline within five (5) days of the discipline. If such procedure is not followed, then the Employer's action shall be considered null and void.

- (c) If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.
- 29.02 Subject to Article 24, all dismissals, suspensions and other disciplinary action, shall be subject to the formal Grievance and Arbitration Procedure as outlined in Article 5 and Article 6.
- 29.03 Where an employee is required to attend a meeting scheduled with Employer representative(s) dealing with reprimand, suspension or dismissal, the employee shall be advised by the Employer that he/she has a right to be accompanied by a union representative.

ARTICLE 30

PERSONAL FILES

- 30.01 (a) A copy of any document placed in an employee's personal file which might at any time be the basis for disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- (b) The file copy shall have two (2) spaces for signing; one space to show the employee has seen the report and agrees, and the other to show the employee has seen the report and disagrees.
- 30.02 Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file, provided that there has not been a re-occurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- 30.03 An employee shall, at any reasonable time, be allowed to inspect his/her own personal file and may be accompanied by a representative of the Union if he/she so desires. The employee's official personal file shall be kept in a location known to the employee.

ARTICLE 31

PROTECTIVE CLOTHING AND PERSONAL LOSS

- 31.01 Where an employee is required to wear protective clothing or other devices in accordance with Occupational Health and Safety Regulations, 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.

- 31.02 Where uniforms, protective clothing or clothing allowances are currently provided by the Employer, the present practice shall continue. Clothing shall be provided at the beginning of the academic year or within two (2) weeks of the date of assignment, unless the Employer is prohibited from doing so by circumstances related to availability or delivery.
- 31.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer and shall be in accordance with Occupational Health and Safety Regulations.
- 31.04 Subject to Clauses 31.05 and 31.06, where an employee, in the performance of his/her duty, suffers any personal loss and where such loss was not due to the employee's carelessness or negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of one thousand dollars (\$1,000).
- 31.05 Any incident of loss suffered by an employee must be reported in writing by the employee to his/her immediate supervisor within two (2) days of the incident.
- 31.06 This provision shall only apply in respect of personal effects which the employee would reasonably have in his/her possession or on his/her person during the normal performance of his/her duty, and in any event shall not apply to any tools, equipment or materials of the type covered by Article 51 - Personal Equipment.

ARTICLE 32

ACCESS/SHOP STEWARDS

- 32.01 Employees shall have the right to the assistance of either a full-time representative of the Union or a Shop Steward on all disciplinary matters. Union representatives shall have access to the Employer's premises in order to provide the requested assistance. Employees involved in such discussions shall not absent themselves from work except with permission from their supervisor and such permission will not be unreasonably withheld.
- 32.02 Permission to hold meetings on the premises shall be obtained from the Employer's representative. Such meetings shall not interfere with programmes.
- 32.03 The Employer(s) recognize(s) a shop steward system based on employee complements at the beginning of each academic year as follows:
- (a) One (1) Shop Steward for each permanent worksite.
 - (b) Where the number of employees in a permanent worksite exceeds twenty (20) a formula of one (1) shop steward for each twenty (20) employees or fraction thereof shall apply.
 - (c) Where there is only one (1) shop steward in a campus, an alternate may be named to act in the absence of the shop steward.

- (d) Should employees be established in new locations during the academic year the Union agrees to consult with the Employer to determine if additional shop stewards are required.
- 32.04 The Union shall inform the Employer of the names of all shop stewards as soon as possible after their appointment.
- 32.05 All employees upon hiring/rehiring shall be introduced to their shop steward.
- 32.06 Where necessary, bulletin boards shall be supplied for posting union notices.

ARTICLE 33

UNION SECURITY AND CHECK-OFF

- 33.01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement, provided they continue to occupy bargaining unit positions.
- 33.02 All persons hired after the signing of this Agreement, coming within the scope of the bargaining unit, as prescribed in accordance with Article 3, shall become and remain members of the Union provided they continue to occupy bargaining unit positions.
- 33.03 (a) The Employer shall deduct from the wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contributions of each.
- (b) The Employer will supply the following information bi-weekly:

An alphabetical listing, by Campus, of all employees whose classifications are in the bargaining unit showing:
 - (i) employee's name;
 - (ii) Social Insurance Number;
 - (iii) classification title and number;
 - (iv) pay range and step number;
 - (v) status code;
 - (vi) deduction of membership dues for period; and
 - (vii) year to date total of membership dues.
- (c) Listing of additions and deletions for period.
- 33.04 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on this T4 statement.

ARTICLE 34

GROUP INSURANCE AND PENSIONS

- 34.01 The Group Insurance Plan presently in effect shall remain in effect during the term of this Agreement.
- 34.02 The Employer will pay fifty percent (50%) of the premium of the Group Insurance Plan and the employees will pay fifty percent (50%).
- 34.03 The summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule "7".
- 34.04 The voluntary Dental Plan is available to employees in this Bargaining Unit, provided they meet the requirements of the Plan and subject to any limitations which exist with respect to late applications. It is understood that this plan is 100% employee paid and may be withdrawn if participation is not sufficient.
- 34.05 All part time and temporary employees of the College of the North Atlantic shall be eligible to participate in the Government Money Purchase Pension Plan in accordance with the terms and conditions of the Plan.

ARTICLE 35

TRAVEL AND RELOCATION ALLOWANCE

- 35.01 Employees, who are required to travel on employer's business, shall be reimbursed for meals, inclusive of taxes and gratuities as follows:

Province	Breakfast	Lunch	Dinner	Total
2001 09 01	\$7.30	\$10.95	\$18.25	\$36.50
Canada				
2001 09 01	\$9.45	\$13.35	\$20.20	\$43.00
United States				
2001 09 01	\$9.45US	\$13.35US	\$20.20US	\$43.00US
Other				
2001 09 01	\$10.55	\$14.90	\$22.55	\$48.00

Where the cost of meals is included as part of another item paid for by the Employer, claims may not be made for the meals so provided.

Claims for breakfast and dinner are reimbursable where, in a case of a claim for breakfast, an employee is required to proceed on employer business at least two hours before the regular scheduled work day, and in the case of a claim for dinner, an employee is not required or is unable to return to headquarters or place of residence until at least two hours after the regular scheduled work day.

For the purpose of this clause, travel on employer's business means travel outside a radius of twenty (20) kilometres from the employees regular work site.

- 35.02 Employees who are authorized to use their own cars while travelling on business for the Employer shall be reimbursed, as follows:

<u>Effective Date</u>	<u>Rate</u>
2001 09 01	31.5¢/km

- 35.03 Employees may claim \$5.00 for every night on overnight travel status for incidental expenses (use of coin operated machines, laundry, etc.)

- 35.04 Employees may be reimbursed (with receipt) the cost of one 5 minute long distance telephone call for each night on overnight travel status. The cost of this phone call may be submitted for payment either as part of a hotel bill or as part of the employee's personal phone bill.

- 35.05 Employees who provide their own accommodation while travelling on the Employer's business will be compensated as follows:

<u>Effective date</u>	<u>Rate per night</u>
2001 09 01	\$25.00

- 35.06 When a transfer will alleviate problems associated with layoff, in accordance with Article 50, relocation expenses shall be paid in accordance with the provisions of the Relocation Policy of Treasury Board.

- 35.07 The Employer shall make every reasonable effort to schedule conferences and workshops so that travel time will occur during the scheduled work week.

- 35.08 An employee who is required as a condition of employment to use his/her own vehicle on a regular basis on the Employer's business shall be reimbursed for the difference between private and business insurance where business insurance is required.

- 35.09 Where the Employer does not currently charge for parking space, it shall not do so for the duration of this Agreement. Where the Employer does currently charge for parking, the rate will not increase for the duration of this Agreement.

ARTICLE 36

POST SECONDARY INSTRUCTORS' CERTIFICATES

36.01 Post Secondary Instructors' Certificates shall be issued to all employees qualified as follows:

Post Secondary Instructors' Certificates shall be issued by the Minister of Education to any employee who successfully completes prescribed teacher training.

*36.02 An instructor shall be required to complete the basic requirement for the Post Secondary Instructor's Certificate within the prescribed time for such training plus one (1) year. Failure to meet this requirement may result in the extension of the employee's probationary period until the requirements have been met.

ARTICLE 37

ACCREDITATION PROCEDURE

37.01 The Faculty Accreditation Committee as presently constituted shall be maintained.

37.02 The accreditation procedure will provide for the rendering for the final decision on the acceptability of specific courses and types of experience of an employee for the purpose of qualifying for a higher classification or a higher level within a classification.

ARTICLE 38

CLASSIFICATION PLAN

38.01 An employee shall be notified in writing of any change in his/her classification.

- 38.02
- (a) No employee shall be paid at a rate which is below the minimum rate of the classification to which he/she is assigned.
 - (b) Notwithstanding Article 13, an employee who has less than the minimum required years of employment experience for entry into a class shall not receive an increment until such time as that employee's years of employment in the bargaining unit equals the deficiency in years of employment experience.
 - (c) The Employer may appoint a person up scale who has several years of progressive related experience in addition to the minimum required to enter the class as follows:
 - i) Classes one and two - up to Step 4
 - ii) Classes three, four and five - up to Step 7
 - iii) Class six - up to Step 8

ARTICLE 39**CLASSIFICATION APPEALS BOARD**

- 39.01 The Instructors' Classification Appeals Board shall carry out its function in accordance with the Instructors' Classification Appeal Board Procedure as set out in Schedule "5".
- 39.02 When an employee feels that his/her position has been unfairly or incorrectly classified, the employee may submit a request for review or appeal in accordance with the procedures outlined in Schedule "5".
- 39.03 Classification decisions arising out of an employee's request for review or appeal made under Clause 39.02, shall be retroactive to the date the request was first received by the Employer or, in case of new employees, to the date of appointment.

ARTICLE 40**LABOUR-MANAGEMENT COMMITTEES**

- 40.01 There shall be in each Campus a Labour-Management Committee consisting of an equal number of representatives of the Employer and the employees, with the total number of members not to exceed four (4) people. Each of the committees shall be a forum for the exchange of information on matters of mutual interest and concern, and shall be charged with the responsibility of maintaining adequate communication between the Employer and the employees.
- 40.02 (a) Each of the Committees will meet once per month during the school year unless the co-chairpersons agree that less frequent meetings are adequate. The first meeting each year will be held in September, unless otherwise agreed by the co-chairpersons.
- (b) The Union co-chairpersons shall meet once per year with management personnel on a College-wide basis to discuss matters of mutual interest and concern. The Union shall pay the travel expenses of Union co-chairpersons for attendance at these meetings.
- 40.03 Two (2) co-chairpersons are to be elected, one (1) from the Union and one (1) from management.
- 40.04 A secretary supplied by management is to keep written minutes of each meeting.
- 40.05 The minutes of the meeting shall be provided to the Committee members within ten (10) days following the Labour Management meeting.
- 40.06 Meetings of the Labour Management Committees shall be chaired alternately by the co-chairpersons.
- 40.07 Items for the agenda must be submitted two (2) weeks in advance.

- 40.08 The agenda is to be posted one (1) week prior to the meeting.
- 40.09 Any employee wishing to have an item put on the agenda should forward the request through his/her representative on the Committee.
- 40.10 The members of the Committee must confine themselves to their terms of reference and cannot make any decisions that violate the Collective Agreement.
- 40.11 Copies of all minutes of the Labour Management Committee shall be forwarded to the Union and the Employer.

ARTICLE 41

PART-TIME COURSES

- *41.01 An employee who wishes to take a course offered by the Employer will be permitted to do so without payment of the course fee.
- 41.02 (a) Courses developed and/or delivered by the Public Service Commission shall be posted in each campus.
- (b) With the approval of the President, an employee may be approved to participate in courses referenced to in Clause 41.02 (a). Time spent on such courses during scheduled work time will be considered as time worked.

ARTICLE 42

EFFECT OF AGREEMENT

- 42.01 It is not the purpose of this Agreement to abridge any rights an employee may have under any Acts or Regulations.
- 42.02 In the event that any law renders null and void, or materially alters any Article, Section or Clause of this Agreement, the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of the Agreement and the parties to this Agreement shall in cases where an Article, Section or Clause is materially altered negotiate an Article, Section or Clause to replace the altered Article, Section or Clause.

ARTICLE 43

AMENDMENT OF AGREEMENT

- 43.01 It is agreed by the parties to this Agreement that any provision in this Agreement, other than the Duration of Agreement, may be amended or altered by mutual consent of the Employer and the Union.

ARTICLE 44

CONTINUING EDUCATION

- 44.01 (a) An employee who is employed primarily in the regular program shall not be required to work in the Continuing Education Program, except when the employee has been assigned less than a full workload in the regular program. Employees will not be assigned to work in the Continuing Education Program if there is work available in the regular program for which the employee is qualified.
- (b) Through mutual agreement between the Employer and an employee, an employee's workload may be entirely or partially in the Continuing Education Program.
- (c) When an employee is required to work in the Continuing Education Program as part of the employee's workload, he/she shall receive all benefits of this Collective Agreement.
- 44.02 The parties to the Collective Agreement recognize the right of the Employer to schedule Continuing Education programs at times other than the work week established in Clause 8.02.

ARTICLE 45

DURATION OF AGREEMENT

- *45.01 This Agreement shall come into effect on the date of signing and shall remain in full force and effect until August 31, 2012.
- 45.02 The Union agrees that during the term of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the bargaining unit on the premises of the Employer, or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.
- 45.03 Either of the parties to this Agreement may, within the sixty (60) day period immediately prior to the expiration of this Agreement, issue notice of its desire to terminate the Agreement or request negotiations for a renewal or revision of the Agreement.

- 45.04 This Agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this Agreement and until such time as it is replaced by a new collective agreement.
- 45.05 Notwithstanding the no strike and no lockout provisions of the Agreement, notice to re-open negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement. Failing agreement, the parties may exercise the right to strike or lock out. Negotiations are to be conducted in accordance with the applicable legislation.

ARTICLE 46

JOB POSTING AND PROMOTION

- 46.01 Public Service Commission job competitions received by the Employer and all vacancies for permanent or contractual positions of greater than twelve (12) weeks duration, either inside or outside the bargaining unit for which employees are eligible to apply, shall be posted in accessible places in the Employer's premises for a period of not less than seven (7) calendar days.
- 46.02 Postings of job competitions relating to bargaining unit positions shall contain the following: Title of position, minimum requirements of qualifications, education and skill. Minimum requirements shall not be established in an arbitrary or discriminatory manner. All postings shall state "This position open to male and female applicants". When a position requires the possession of a driver's license or other specific requirement or training, the posting shall state this.
- 46.03 Applicants for positions will be considered in the following order:
- (1) Employees requesting transfer in accordance with Clause 46.04 (b) and subject to Clause 46.05 (a) and (b).
 - (2) Employees of the Employer.
 - (3) Applicants from outside the Bargaining Unit.
- 46.04 (a) Qualifications and ability shall be the governing factors in considering candidates for appointment to positions in the Bargaining Unit posted in accordance with Clause 46.01 and Clause 10.02 (a). Where these factors are relatively equal between candidates, seniority shall apply.
- (b) Notwithstanding Clause 46.04 (a), when employees apply for a transfer to a vacant position in another Campus of the Employer, the employee with the greatest seniority shall be awarded the position provided it is similar to his/her current teaching position.

- 46.05 (a) Subject to the provisions of Article 46, a permanent employee who applies for and is appointed to a temporary position with the Employer shall, subject to Article 50, return to his/her permanent position upon termination of the temporary position. Permanent status will be retained by the employee while in the temporary position.
- (b) When a permanent employee is given a temporary assignment into a temporary position, the permanent employee shall maintain his/her permanent status.
- (c) A permanent employee who has transferred to a temporary assignment or temporary position shall have contained within the letter of assignment or appointment reference to Clause 46.05 (a) or (b), as appropriate.
- 46.06 (a) An employee who is requested to attend an interview by the Public Service Commission or the President of the College shall, with the prior approval of his/her immediate supervisor be awarded such time off with pay as is required for the purpose of attending the interview.
- (b) An employee required to attend an interview by the Public Service Commission or the President of the College shall be entitled to reimbursement of reasonable expenses necessarily incurred by him/her in attending such interview in accordance with the rules prescribed by the Treasury Board.
- 46.07 Notwithstanding the posting requirements of this Article, and where the parties mutually agree, provided there is no one on layoff, transfers or voluntary demotions may be granted without posting for the following reasons:
- (a) On compassionate or medical grounds, to permanent employees who have completed their probationary period.
- (b) Subject to 21.03 (a) and (b), to all employees who have become incapacitated by injury on duty or work related illness.
- 46.08 Members of the bargaining unit shall not be required to be included on job interviews.

ARTICLE 47

SEVERANCE PAY

- 47.01 An employee who has nine (9) or more years of continuous service in the employ of the Employer, immediately prior to the date of severance, is entitled to be paid on resignation, retirement or termination due to a reduction in programs, severance pay equal to the amount obtained by multiplying the number of completed years of continuous service immediately prior to the date of severance by his/her weekly salary to a maximum of twenty (20) weeks' pay.

- 47.02 An employee who has resigned, retired or has had his/her service terminated due to a reduction in programs, may be re-employed if he/she has been out of the Public Service for a period which is not less than the number of weeks for which he/she has received severance pay pursuant to this Article, or if he/she refunds the appropriate proportionate part of such severance pay.
- 47.03 The maximum severance pay which an employee shall be paid for his/her total period of employment in the Public Service shall not exceed the total amount payable in accordance with this Article.
- 47.04 (a) Subject to Clause 47.04 (b), for the purpose of this Article, any period during which an employee is on authorized leave without pay shall not be deemed to be a break in service, however, such periods of authorized leave without pay shall not be considered as service in the calculation of severance pay entitlement.
- (b) Each Maternity/Adoption/Parental Leave period, up to fifty-two (52) weeks, is to be credited in computing years of service for severance pay purposes. The parties agree this clause has no retroactive application.
- (c) For the purpose of this Article, service for a temporary and part-time employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds thirteen (13) consecutive months, service shall commence from the date of re-employment.
- (d) For the purpose of the Article, a part-time or temporary employee must work the equivalent of nine (9) continuous years of full time service.

ARTICLE 48

LABRADOR BENEFITS

- 48.01 Employees eligible to receive Labrador benefits shall receive such benefits in accordance with the Labrador Benefits Agreement in Schedule "6".

ARTICLE 49

RELOCATION AND MOVEMENT OF PROGRAMS

- 49.01 (a) The Employer may require an employee to transfer from an established course or program into a new course or program. Where such a transfer is not in lieu of termination, but rather a reallocation of personnel, the employer has an obligation with respect to the continued employment of the transferred employee. Therefore, should the new course or program be terminated, within five years of the employee's transfer, then the employee shall be reinstated in his/her previous position, or similar position provided that his/her previous position is no longer in existence.

- (b) In the event of a merger or transfer of programs, courses, students or facilities, the senior employees who are affected shall have the option of transferring to the new location or accepting a layoff without loss of benefits and rights under the Faculty Collective Agreement.

49.02 The Public Service Commission Procedures will be applied in cases where the employees relocate under Articles 46 or 49, provided the new employment location is in excess of forty (40) kilometres from the original location.

ARTICLE 50

LAYOFF AND RECALL - PERMANENT EMPLOYEES

50.01 When layoff(s) or a reduction in the hours of work are deemed necessary, then the employer shall reassign duties within an area of instruction, at a campus, subject to the conditions outlined in the Letter of Understanding regarding Reassignment. When such assignments/ reassignments have been completed within these conditions, then layoff(s) shall proceed in accordance with the following:

- (a) A permanent employee who is the junior employee in an area of instruction at a campus in which the Employer is reducing the number of positions or reducing the hours of work shall be given notice of layoff provided that the more senior employee who has been retained has the required qualifications, as assessed by the employer, to instruct in the courses or programs being maintained. The employee shall have the right to either accept the layoff or to displace another employee provided the employee is qualified and able as assessed by the employer, in accordance with the following procedure:

- (i) The employee may displace a junior employee who is the junior employee in another area of instruction at the employee's campus;

An employee who is deemed qualified in (i) to bump into another area of instruction shall have the right to choose to bump under (ii) in the same area of instruction only, in the region.

- (ii) The employee may displace a junior employee who is the employee with the least seniority within the region in the same area of instruction, or the employee with the least seniority in the region in another area of instruction.

An employee who is deemed qualified in (ii) to bump into another area of instruction only shall have the right to choose to bump under (iii) in the same area of instruction only, with the employer.

- (iii) The employee may displace a junior employee who is the employee with the least seniority with the employer in the same area of instruction or the employee with the least seniority with the employer in another area of instruction.

- (b) An employee who is displaced in accordance with this procedure is also permitted to displace another employee in accordance with the procedure, provided that all displacements are completed within thirty (30) days of the date of the initial layoff notice. An employee who is displaced in accordance with this procedure will be deemed to have been given notice of layoff with effect from the date on which the initial employee was given notice of layoff.
- (i) Where more than one employee is to be laid-off, the senior employee of those who are to be laid-off shall have the first choice of displacement provided for in Clause 50.01 (a)
 - (ii) An employee who wishes to exercise his/her seniority rights in accordance with Clause 50.01 (a) must notify the employer accordingly, in writing, within ten (10) days of the date of receipt of layoff notice or notice of displacement.
 - (iii) Employees who relocate as a result of exercising their seniority rights in accordance with Clause 50.01 (a) shall be eligible for relocation expenses in accordance with the Public Service Commission Procedures, as applicable.
 - (iv) An employee being laid off shall, upon request to the Employer, be provided with the most recent seniority list which has been posted.
- (c) When a permanent employee is given a letter of appointment specifying the end date of the employee's assignment, the letter shall specify the date at which the displacement process option may be exercised by that employee.

50.02 Recall

- (a) (i) Permanent employees who have been laid off under Clause 50.01 or who have exercised their right to displace, shall be recalled, in accordance with their seniority, to available positions in the Campus from which they received notice of layoff. Such employees must be qualified and able to instruct, as assessed by the Employer, in the available positions. Employees who have displaced another employee must be in the displaced position less than twenty-five (25) months in order to be recalled under this paragraph.
- (ii) Where the process in 50.02 (a) (i) does not result in an employee being recalled and the position to be filled is a full-time position of twelve (12) weeks or longer, then the senior employee, either on layoff within the region or a permanent employee who has exercised the right to displace outside the region within the past 25 months, shall be recalled to the position in accordance with their seniority provided they are qualified and able to instruct, as assessed by the Employer, in the available positions.

- (b) Subject to Clause 50.02 (a) and 10.04 (a), permanent employees on layoff under Clause 50.01 shall be offered employment in available positions with the Employer in accordance with their seniority and provided they have the qualifications and ability, as assessed by the employer, to perform the duties required.

50.03 Permanent employees who exercise their rights under Clause 50.01 (a) and displace a temporary employee or who are recalled to a temporary position under Clause 50.02 shall retain their rights under Article 50 as if they were permanent employees.

ARTICLE 51

PERSONAL EQUIPMENT

51.01 Where an employee has been authorized in writing by the President to use his/her own tools, equipment or other materials in the performance of his/her duties, the Employer shall compensate that employee for any loss or damage to those tools, equipment or materials provided that:

- (a) the loss or damage was suffered while the instructor was performing instructing duties;
- (b) the loss or damage did not result from the employee's carelessness or negligence; and
- (c) the loss or damage did not result from the employee's failure to observe any conditions that the President may have attached to the use of the tools, equipment or materials in his/her written authorization.

ARTICLE 52

ADVERSE WEATHER CONDITIONS

52.01 When an employee notifies his/her Employer that he/she is unable to report for work due to weather conditions and the Campus remains open, the employee concerned will be permitted to be placed on special leave without pay.

52.02 Employees required to travel between campuses shall not be penalized when inclement weather prevents travel.

ARTICLE 53*TECHNOLOGICAL CHANGE**

- *53.01 The Employer and the Union recognize that instructional methods and equipment are subject to continual change and that it is the responsibility of employees to keep abreast of such changes in order to remain competent in their area of instruction.
- *53.02 (a) In the event that the Employer introduces new instructional methods or equipment which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be terminated, then the Employer will provide training for employees who desire further training and who are able to be trained within a reasonable time period. It is understood that the period and type of training provided shall be at the discretion of the Employer. Employees shall not suffer a reduction in pay during such training and reasonable expenses associated with such training shall be borne by the Employer.
- (b) In the event of a change in instructional methods or equipment which may cause the termination of an employee, the Employer will notify the Union of the proposed change, with a description of the change and the approximate number of employees likely to be directly affected, at least two months prior to the introduction of the change.
- *53.03 Meetings will be arranged between the Employer and the Union within twenty-one (21) days of the Employer's notification to the Union for the purpose of consulting on the effect expected to result from the change.
- *53.04 An employee whose position is the subject of discussions as provided in Clause 53.03 will not be laid off, unless no vacancy exists with the Employer for which the employee is qualified or able to be trained within a reasonable time period, as assessed by the Employer.
- *53.05 Where an employee is laid off, as provided in Clause 53.04, he/she shall be subject to the provisions of Article 50 - Layoff and Recall.

ARTICLE 54*PERSONAL HARASSMENT**

- *54.01 The Employer and the Union agree that all members of the College community are entitled to pursue their duties or studies in an environment free from harassment by members of the College community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the College community is anyone appointed, contracted, employed or registered as a student, by the College.

*54.02 For the purpose of this Article, harassment is defined as:

- (a) Harassment based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin, is any behaviour that is directed at, or is offensive to a member of the College community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
- (b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be the victims of such actions.

*54.03 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The victim shall be protected from repercussions which may result from his/her complaint.

*54.04 Both parties support the principles espoused in Section 10.01 and 10.2 of the Newfoundland Human Rights Code, RSNL 1990, and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the College.

*54.05 Subject to Clause 24.03, employees shall have access to the grievance and arbitration procedures for grievances relating to this Article.

ARTICLE 55

EVALUATIONS

*55.01 The evaluation system shall be uniform for all employees within the same classification.

*55.02 Employees, other than probationary employees, shall have the right to grieve evaluations they consider unfair. Such grievances shall commence at Step 1 of the grievance procedure as outlined in Article 5.

*55.03 Upon request, the Employer will provide a written explanation to the employee outlining the reason for the evaluation rating.

ARTICLE 56*PORTABILITY OF BENEFITS**

- *56.01 Employees who are accepted for employment with another or the same Employer covered by this Agreement shall retain portability respecting:
- (a) current and accumulated annual leave days;
 - (b) accumulated sick leave;
 - (c) status with respect to the Pension Plan, the Group Life and Health Plan and Dental Plan;
 - (d) service for seniority;
 - (e) service for severance pay.
- *56.02 Employees who are accepted for employment with another Employer or same Employer covered by Schedule 10 within one hundred and twenty (120) calendar days of resignation shall retain portability respecting:
- (i) accumulated sick leave credits;
 - (ii) accumulated annual leave entitlements; and
 - (iii) service for severance pay.

The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

ARTICLE 57*POLITICAL ACTIVITY**

- *57.01 All employees covered by this agreement shall have the rights listed below, provided that (iii) and (v) shall not occur during working hours and shall not impair their usefulness to the positions in which they are employed:
- (i) join the Political Party of their choice;
 - (ii) vote in elections;
 - (iii) fully participate in the activities of the Political party of their choice;
 - (iv) seek election to public office at the National, Provincial or Municipal level;
 - (v) take part in any other political activity.
- *57.02 (a) An employee who wishes to stand for election to the Provincial House of Assembly or to the Federal House of Commons shall inform the President (in writing) and request leave of absence without pay effective from the date of the writ of election up to and including the final election results.
- (b) (i) If elected to the House of Assembly, the employee shall resign immediately (in writing) from the Employer effective on the date election is confirmed.

- (ii) If elected to the House of Commons, the employee will be granted a leave of absence without pay for the term for which the employee has been elected, effective on the date election is confirmed. At the end of this time, if the employee contests a second election and is successful, the employee's employment will be automatically terminated.
 - (c) If unsuccessful, the employee shall inform the President (in writing) of intent to return to work with the Employer.
- *57.03 During leave referred to in this Article, an employee shall maintain all earned benefits but shall not accrue any new benefits.
 - *57.04 No employee shall be in any manner compelled to take part in any political undertaking, to make any contribution to any Political Party or be in any manner threatened or discriminated against for refusing to take part in any political activity.

***ARTICLE 58**

FAMILY RESPONSIBILITY

- *58.01 With the approval of the President, an employee may be granted leave without pay for up to one (1) year to attend to family responsibilities provided an acceptable substitute arrangement can be made.
- *58.02 If an employee resigns in order to care for pre-school children on a full time basis and does not subsequently obtain employment with another Employer, then the employee shall, upon being rehired with the Employer within five (5) years, receive reinstatement of seniority and sick leave accrued at the time of his/her resignation.

***ARTICLE 59**

OCCUPATIONAL HEALTH AND SAFETY

- *59.01 An Occupational Health and Safety Committee shall be established in each Campus and shall be governed by the Occupational Health and Safety Act and Regulations.
- *59.02 To remove any uncertainty, it is agreed that the Occupational Health and Safety Act applies to this Collective Agreement.
- *59.03 The mandate of Occupational, Health and Safety Committees shall be expanded to include environmental issues.

ARTICLE 60*NO DISCRIMINATION**

- *60.01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classifications, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, mental and physical disability or marital status, nor by reason of his/her membership or activity in the Union.

ARTICLE 61*JOB SHARING**

- *61.01 The Union and Employer agree that employees shall be granted the right to participate in the Job Sharing Program as is found in Schedule "8".

ARTICLE 62*DEFERRED SALARY LEAVE PLAN**

- *62.01 The Union and Employer agree that employees shall be granted the right to participate in the Deferred Salary Leave Plan as is found in Schedule "9".

ARTICLE 63*ADVANCE NOTICE**

- *63.01 The union will be advised of the Government's plans to sell, lease, transfer or otherwise dispose of an operation before proposals for such sale, lease, transfer or disposal are solicited from prospective purchasers.

ARTICLE 64*CRIMINAL OR LEGAL LIABILITY**

- *64.01 The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of his/her duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of his/her employment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first before written.

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Jerome Kennedy, President of Treasury Board, in the presence of the witness hereto subscribing

Witness

President of Treasury Board

SIGNED on behalf of Treasury Board representing Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Darin King, Minister of Education, in the presence of the witness hereto subscribing

Witness

Minister of Education

SIGNED on behalf on the Board of Governors of the College of the North Atlantic as provided in the Colleges Act, 1996, by its proper officers in the presence of the witness hereto subscribing.

Witness

President

SIGNED on behalf of the Newfoundland and Labrador Association of Public & Private Employees by its proper officers in the presence of the witness hereto subscribing

This is not the official version.

SCHEDULE 1*SALARY IMPLEMENTATION FORMULA AND SALARY SCALES**

Salary scales shall be increased by the following amounts on the dates indicated:

Effective September 1, 2008	8%
Effective September 1, 2009	4%
Effective September 1, 2010	4%
Effective September 1, 2011	4%

Red Circled Employees

"Red Circled" employees whose regular salary does not exceed the maximum of the applicable salary scale shall:

- (a) be placed on the maximum step of the new scale; and
- (b) receive a cash payment of the difference between the applicable salary increase and the salary increase received by being placed at the top step. This cash payment will be paid for each regular hour worked during the subsequent twelve (12) months.

"Red Circled" employees whose regular salary exceeds the maximum of the applicable salary scale shall receive a cash payment of the applicable salary increase. This cash payment will be paid for each regular hour worked during the subsequent twelve (12) months.

This is not the official version.

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)**ACADEMIC INSTRUCTOR'S SCALE**

Effective September 1, 2008:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE II	\$27,960	\$29,359	\$30,783	\$32,365	\$33,985	\$35,683	\$38,335	\$39,101
GRADE III	\$31,959	\$33,559	\$35,234	\$36,996	\$38,848	\$40,787	\$43,358	\$44,891
GRADE IV	\$36,252	\$38,085	\$40,011	\$42,044	\$44,157	\$47,098	\$49,662	\$51,414
GRADE V	\$42,205	\$44,337	\$46,593	\$48,951	\$51,429	\$54,030	\$57,202	\$59,223
GRADE VI	\$48,657	\$51,122	\$53,708	\$56,432	\$59,290	\$62,291	\$65,403	\$67,717
GRADE VII	\$55,617	\$58,432	\$61,385	\$64,491	\$67,758	\$71,187	\$74,749	\$77,387

Effective September 1, 2009:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE II	\$29,079	\$30,533	\$32,015	\$33,660	\$35,345	\$37,111	\$39,868	\$40,665
GRADE III	\$33,238	\$34,901	\$36,643	\$38,476	\$40,402	\$42,419	\$45,092	\$46,687
GRADE IV	\$37,702	\$39,609	\$41,611	\$43,726	\$45,923	\$48,982	\$51,648	\$53,471
GRADE V	\$43,894	\$46,111	\$48,457	\$50,909	\$53,486	\$56,191	\$59,490	\$61,592
GRADE VI	\$50,604	\$53,167	\$55,857	\$58,689	\$61,661	\$64,783	\$68,019	\$70,426
GRADE VII	\$57,841	\$60,770	\$63,840	\$67,071	\$70,468	\$74,035	\$77,739	\$80,483

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)**ACADEMIC INSTRUCTOR'S SCALE**

Effective September 1, 2010:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE II	\$30,242	\$31,754	\$33,295	\$35,006	\$36,759	\$38,595	\$41,463	\$42,292
GRADE III	\$34,567	\$36,297	\$38,109	\$40,015	\$42,018	\$44,116	\$46,896	\$48,554
GRADE IV	\$39,211	\$41,193	\$43,276	\$45,475	\$47,760	\$50,941	\$53,714	\$55,610
GRADE V	\$45,649	\$47,955	\$50,395	\$52,945	\$55,625	\$58,439	\$61,870	\$64,055
GRADE VI	\$52,628	\$55,293	\$58,091	\$61,037	\$64,128	\$67,374	\$70,739	\$73,243
GRADE VII	\$60,155	\$63,200	\$66,394	\$69,754	\$73,287	\$76,996	\$80,848	\$83,702

Effective September 1, 2010:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GRADE II	\$31,451	\$33,025	\$34,627	\$36,407	\$38,229	\$40,139	\$43,121	\$43,984
GRADE III	\$35,950	\$37,749	\$39,633	\$41,616	\$43,698	\$45,880	\$48,771	\$50,497
GRADE IV	\$40,779	\$42,841	\$45,007	\$47,294	\$49,670	\$52,979	\$55,863	\$57,834
GRADE V	\$47,475	\$49,873	\$52,411	\$55,063	\$57,850	\$60,777	\$64,345	\$66,618
GRADE VI	\$54,733	\$57,505	\$60,415	\$63,479	\$66,693	\$70,069	\$73,569	\$76,173
GRADE VII	\$62,561	\$65,728	\$69,050	\$72,544	\$76,219	\$80,076	\$84,082	\$87,050

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)

TECHNICAL AND VOCATIONAL INSTRUCTOR'S SALARY SCALE

Effective September 1, 2008:

			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CLASS 1	Level A		\$23,303	\$24,470	\$25,693	\$26,977	\$28,328	\$29,744	\$31,230	\$32,331				
Level B = A +		3,179	\$26,736	\$27,903	\$29,127	\$30,411	\$31,762	\$33,178	\$34,664	\$35,764				
CLASS 2	Level A		\$32,117	\$33,722	\$35,412	\$37,181	\$39,041	\$40,990	\$43,041	\$45,195	\$47,453	\$49,125		
Level B = A +		3,179	\$35,550	\$37,155	\$38,845	\$40,614	\$42,474	\$44,424	\$46,475	\$48,628	\$50,886	\$52,558		
Level C = B +		2,171	\$37,895	\$39,500	\$41,190	\$42,959	\$44,819	\$46,768	\$48,819	\$50,973	\$53,231	\$54,903		
Level D = C +		2,171	\$40,240	\$41,845	\$43,535	\$45,304	\$47,164	\$49,113	\$51,164	\$53,317	\$55,576	\$57,248		
Level E = D +		2,171	\$42,584	\$44,189	\$45,879	\$47,649	\$49,508	\$51,458	\$53,509	\$55,662	\$57,920	\$59,592		
CLASS 3	Level A		\$35,052	\$36,805	\$38,648	\$40,580	\$42,609	\$44,741	\$46,975	\$49,321	\$51,789	\$54,379	\$56,299	
Level B = A +		3,179	\$38,486	\$40,239	\$42,081	\$44,013	\$46,043	\$48,174	\$50,408	\$52,755	\$55,223	\$57,812	\$59,733	
Level C = B +		2,171	\$40,830	\$42,583	\$44,426	\$46,358	\$48,387	\$50,519	\$52,753	\$55,099	\$57,567	\$60,157	\$62,077	
Level D = C +		2,171	\$43,175	\$44,928	\$46,770	\$48,703	\$50,732	\$52,864	\$55,097	\$57,444	\$59,912	\$62,502	\$64,422	
Level E = D +		2,171	\$45,520	\$47,273	\$49,115	\$51,047	\$53,077	\$55,209	\$57,442	\$59,789	\$62,257	\$64,846	\$66,767	
CLASS 4	Level A		\$39,551	\$41,527	\$43,604	\$45,784	\$48,070	\$50,477	\$53,002	\$55,652	\$58,434	\$61,354	\$63,521	
Level B = A +		3,179	\$42,984	\$44,960	\$47,037	\$49,218	\$51,503	\$53,910	\$56,435	\$59,086	\$61,868	\$64,787	\$66,955	
Level C = B +		2,171	\$45,329	\$47,305	\$49,382	\$51,562	\$53,848	\$56,255	\$58,780	\$61,430	\$64,212	\$67,132	\$69,299	
Level D = C +		2,171	\$47,673	\$49,650	\$51,727	\$53,907	\$56,192	\$58,600	\$61,125	\$63,775	\$66,557	\$69,476	\$71,644	
Level E = C or D +		2,171	\$50,018	\$51,994	\$54,071	\$56,252	\$58,537	\$60,944	\$63,469	\$66,120	\$68,902	\$71,821	\$73,989	
CLASS 5	Level A		\$41,157	\$43,211	\$45,371	\$47,640	\$50,026	\$52,526	\$55,150	\$57,911	\$60,802	\$63,844	\$66,100	
Level B = A +		1,592	\$42,876	\$44,930	\$47,090	\$49,359	\$51,745	\$54,245	\$56,870	\$59,630	\$62,521	\$65,564	\$67,820	
Level C = B +		2,171	\$45,221	\$47,275	\$49,435	\$51,704	\$54,090	\$56,590	\$59,214	\$61,975	\$64,866	\$67,908	\$70,164	
Level D = C +		2,171	\$47,565	\$49,620	\$51,780	\$54,049	\$56,434	\$58,935	\$61,559	\$64,319	\$67,211	\$70,253	\$72,509	
Level E = B,C or D +		2,171	\$49,910	\$51,964	\$54,124	\$56,393	\$58,779	\$61,279	\$63,904	\$66,664	\$69,555	\$72,598	\$74,854	
CLASS 6	Level A		\$44,357	\$46,576	\$48,908	\$51,355	\$53,919	\$56,616	\$59,442	\$62,418	\$65,538	\$68,814	\$72,257	\$74,807
Level B = A +		1,592	\$46,076	\$48,295	\$50,627	\$53,074	\$55,638	\$58,335	\$61,161	\$64,137	\$67,257	\$70,534	\$73,977	\$76,527
Level C = B +		2,171	\$48,421	\$50,640	\$52,972	\$55,419	\$57,983	\$60,680	\$63,506	\$66,482	\$69,602	\$72,878	\$76,321	\$78,871
Level D = C +		2,171	\$50,765	\$52,985	\$55,317	\$57,764	\$60,328	\$63,024	\$65,851	\$68,826	\$71,946	\$75,223	\$78,666	\$81,216
Level E = B,C or D+		2,171	\$53,110	\$55,329	\$57,661	\$60,108	\$62,672	\$65,369	\$68,196	\$71,171	\$74,291	\$77,568	\$81,011	\$83,561

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)

TECHNICAL AND VOCATIONAL INSTRUCTOR'S SALARY SCALE

Effective September 1, 2009:

			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CLASS 1	Level A		\$24,235	\$25,448	\$26,721	\$28,056	\$29,462	\$30,934	\$32,480	\$33,624				
Level B = A +		3,179	\$27,806	\$29,019	\$30,292	\$31,627	\$33,032	\$34,505	\$36,050	\$37,195				
CLASS 2	Level A		\$33,402	\$35,071	\$36,829	\$38,668	\$40,603	\$42,630	\$44,763	\$47,003	\$49,351	\$51,090		
Level B = A +		3,179	\$36,972	\$38,641	\$40,399	\$42,239	\$44,173	\$46,201	\$48,334	\$50,573	\$52,922	\$54,661		
Level C = B +		2,171	\$39,411	\$41,080	\$42,838	\$44,678	\$46,612	\$48,639	\$50,772	\$53,012	\$55,360	\$57,099		
Level D = C +		2,171	\$41,849	\$43,518	\$45,276	\$47,116	\$49,050	\$51,078	\$53,210	\$55,450	\$57,799	\$59,537		
Level E = D +		2,171	\$44,288	\$45,957	\$47,715	\$49,554	\$51,489	\$53,516	\$55,649	\$57,889	\$60,237	\$61,976		
CLASS 3	Level A		\$36,455	\$38,278	\$40,194	\$42,203	\$44,314	\$46,531	\$48,854	\$51,294	\$53,861	\$56,554	\$58,551	
Level B = A +		3,179	\$40,025	\$41,848	\$43,764	\$45,774	\$47,884	\$50,101	\$52,424	\$54,865	\$57,431	\$60,125	\$62,122	
Level C = B +		2,171	\$42,464	\$44,287	\$46,203	\$48,212	\$50,323	\$52,540	\$54,863	\$57,303	\$59,870	\$62,563	\$64,560	
Level D = C +		2,171	\$44,902	\$46,725	\$48,641	\$50,651	\$52,761	\$54,978	\$57,301	\$59,742	\$62,308	\$65,002	\$66,999	
Level E = D +		2,171	\$47,341	\$49,164	\$51,080	\$53,089	\$55,200	\$57,417	\$59,740	\$62,180	\$64,747	\$67,440	\$69,437	
CLASS 4	Level A		\$41,133	\$43,188	\$45,348	\$47,616	\$49,993	\$52,496	\$55,122	\$57,878	\$60,772	\$63,808	\$66,062	
Level B = A +		3,179	\$44,703	\$46,759	\$48,919	\$51,186	\$53,563	\$56,067	\$58,693	\$61,449	\$64,343	\$67,379	\$69,633	
Level C = B +		2,171	\$47,142	\$49,197	\$51,357	\$53,625	\$56,002	\$58,505	\$61,131	\$63,888	\$66,781	\$69,817	\$72,071	
Level D = C +		2,171	\$49,580	\$51,636	\$53,796	\$56,063	\$58,440	\$60,944	\$63,570	\$66,326	\$69,219	\$72,255	\$74,510	
Level E = C or D +		2,171	\$52,019	\$54,074	\$56,234	\$58,502	\$60,879	\$63,382	\$66,008	\$68,765	\$71,658	\$74,694	\$76,948	
CLASS 5	Level A		\$42,803	\$44,939	\$47,186	\$49,545	\$52,027	\$54,627	\$57,356	\$60,227	\$63,234	\$66,398	\$68,744	
Level B = A +		1,592	\$44,591	\$46,727	\$48,974	\$51,334	\$53,815	\$56,415	\$59,144	\$62,015	\$65,022	\$68,186	\$70,532	
Level C = B +		2,171	\$47,030	\$49,166	\$51,412	\$53,772	\$56,253	\$58,853	\$61,583	\$64,454	\$67,461	\$70,625	\$72,971	
Level D = C +		2,171	\$49,468	\$51,604	\$53,851	\$56,211	\$58,692	\$61,292	\$64,021	\$66,892	\$69,899	\$73,063	\$75,409	
Level E = B,C or D +		2,171	\$51,906	\$54,043	\$56,289	\$58,649	\$61,130	\$63,730	\$66,460	\$69,331	\$72,337	\$75,502	\$77,848	
CLASS 6	Level A		\$46,131	\$48,439	\$50,864	\$53,409	\$56,076	\$58,880	\$61,820	\$64,914	\$68,159	\$71,567	\$75,148	\$77,800
Level B = A +		1,592	\$47,919	\$50,227	\$52,652	\$55,197	\$57,864	\$60,669	\$63,608	\$66,702	\$69,947	\$73,355	\$76,936	\$79,588
Level C = B +		2,171	\$50,358	\$52,666	\$55,091	\$57,636	\$60,302	\$63,107	\$66,046	\$69,141	\$72,386	\$75,794	\$79,374	\$82,026
Level D = C +		2,171	\$52,796	\$55,104	\$57,529	\$60,074	\$62,741	\$65,545	\$68,485	\$71,579	\$74,824	\$78,232	\$81,813	\$84,465
Level E = B,C or D +		2,171	\$55,234	\$57,543	\$59,968	\$62,513	\$65,179	\$67,984	\$70,923	\$74,018	\$77,263	\$80,670	\$84,251	\$86,903

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)

TECHNICAL AND VOCATIONAL INSTRUCTOR'S SALARY SCALE

Effective September 1, 2010:

			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CLASS 1	Level A		\$25,205	\$26,466	\$27,790	\$29,179	\$30,640	\$32,171	\$33,779	\$34,969				
Level B = A +		3,179	\$28,918	\$30,180	\$31,503	\$32,892	\$34,353	\$35,885	\$37,492	\$38,683				
CLASS 2	Level A		\$34,738	\$36,474	\$38,302	\$40,215	\$42,227	\$44,335	\$46,553	\$48,883	\$51,325	\$53,133		
Level B = A +		3,179	\$38,451	\$40,187	\$42,015	\$43,929	\$45,940	\$48,049	\$50,267	\$52,596	\$55,039	\$56,847		
Level C = B +		2,171	\$40,987	\$42,723	\$44,551	\$46,465	\$48,476	\$50,585	\$52,803	\$55,132	\$57,575	\$59,383		
Level D = C +		2,171	\$43,523	\$45,259	\$47,087	\$49,001	\$51,012	\$53,121	\$55,339	\$57,668	\$60,111	\$61,919		
Level E = D +		2,171	\$46,059	\$47,795	\$49,623	\$51,537	\$53,548	\$55,657	\$57,875	\$60,204	\$62,647	\$64,455		
CLASS 3	Level A		\$37,913	\$39,809	\$41,801	\$43,891	\$46,086	\$48,392	\$50,808	\$53,346	\$56,015	\$58,816	\$60,893	
Level B = A +		3,179	\$41,626	\$43,522	\$45,515	\$47,605	\$49,800	\$52,106	\$54,521	\$57,060	\$59,729	\$62,530	\$64,607	
Level C = B +		2,171	\$44,162	\$46,058	\$48,051	\$50,141	\$52,336	\$54,642	\$57,057	\$59,596	\$62,265	\$65,066	\$67,143	
Level D = C +		2,171	\$46,698	\$48,594	\$50,587	\$52,677	\$54,872	\$57,178	\$59,593	\$62,132	\$64,801	\$67,602	\$69,679	
Level E = D +		2,171	\$49,234	\$51,130	\$53,123	\$55,213	\$57,408	\$59,714	\$62,129	\$64,668	\$67,337	\$70,138	\$72,215	
CLASS 4	Level A		\$42,778	\$44,916	\$47,162	\$49,520	\$51,992	\$54,596	\$57,327	\$60,194	\$63,203	\$66,360	\$68,705	
Level B = A +		3,179	\$46,491	\$48,629	\$50,875	\$53,234	\$55,706	\$58,309	\$61,041	\$63,907	\$66,916	\$70,074	\$72,418	
Level C = B +		2,171	\$49,028	\$51,165	\$53,411	\$55,770	\$58,242	\$60,845	\$63,577	\$66,443	\$69,452	\$72,610	\$74,954	
Level D = C +		2,171	\$51,564	\$53,701	\$55,947	\$58,306	\$60,778	\$63,381	\$66,113	\$68,979	\$71,988	\$75,146	\$77,490	
Level E = C or D +		2,171	\$54,100	\$56,237	\$58,483	\$60,842	\$63,314	\$65,917	\$68,649	\$71,515	\$74,524	\$77,682	\$80,026	
CLASS 5	Level A		\$44,515	\$46,737	\$49,073	\$51,527	\$54,108	\$56,812	\$59,650	\$62,636	\$65,763	\$69,054	\$71,494	
Level B = A +		1,592	\$46,375	\$48,596	\$50,933	\$53,387	\$55,967	\$58,672	\$61,510	\$64,496	\$67,623	\$70,914	\$73,354	
Level C = B +		2,171	\$48,911	\$51,132	\$53,469	\$55,923	\$58,503	\$61,208	\$64,046	\$67,032	\$70,159	\$73,450	\$75,890	
Level D = C +		2,171	\$51,447	\$53,668	\$56,005	\$58,459	\$61,039	\$63,744	\$66,582	\$69,568	\$72,695	\$75,986	\$78,426	
Level E = B,C or D +		2,171	\$53,983	\$56,204	\$58,541	\$60,995	\$63,575	\$66,280	\$69,118	\$72,104	\$75,231	\$78,522	\$80,962	
CLASS 6	Level A		\$47,976	\$50,377	\$52,899	\$55,546	\$58,319	\$61,236	\$64,293	\$67,511	\$70,886	\$74,430	\$78,154	\$80,912
Level B = A +		1,592	\$49,836	\$52,236	\$54,758	\$57,405	\$60,178	\$63,095	\$66,152	\$69,370	\$72,745	\$76,289	\$80,013	\$82,771
Level C = B +		2,171	\$52,372	\$54,772	\$57,294	\$59,941	\$62,714	\$65,631	\$68,688	\$71,906	\$75,281	\$78,825	\$82,549	\$85,307
Level D = C +		2,171	\$54,908	\$57,308	\$59,830	\$62,477	\$65,250	\$68,167	\$71,224	\$74,442	\$77,817	\$81,361	\$85,085	\$87,843
Level E = B,C or D +		2,171	\$57,444	\$59,844	\$62,366	\$65,013	\$67,786	\$70,703	\$73,760	\$76,978	\$80,353	\$83,897	\$87,621	\$90,379

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)

TECHNICAL AND VOCATIONAL INSTRUCTOR'S SALARY SCALE

Effective September 1, 2011:

			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CLASS 1	Level A		\$26,213	\$27,525	\$28,901	\$30,346	\$31,866	\$33,458	\$35,130	\$36,368				
Level B = A +		3,179	\$30,075	\$31,387	\$32,763	\$34,208	\$35,728	\$37,320	\$38,992	\$40,230				
CLASS 2	Level A		\$36,127	\$37,933	\$39,834	\$41,824	\$43,916	\$46,109	\$48,416	\$50,838	\$53,378	\$55,259		
Level B = A +		3,179	\$39,989	\$41,795	\$43,696	\$45,686	\$47,778	\$49,971	\$52,278	\$54,700	\$57,240	\$59,121		
Level C = B +		2,171	\$42,627	\$44,432	\$46,333	\$48,323	\$50,415	\$52,608	\$54,915	\$57,337	\$59,878	\$61,758		
Level D = C +		2,171	\$45,264	\$47,069	\$48,971	\$50,961	\$53,053	\$55,245	\$57,552	\$59,975	\$62,515	\$64,396		
Level E = D +		2,171	\$47,902	\$49,707	\$51,608	\$53,598	\$55,690	\$57,883	\$60,190	\$62,612	\$65,153	\$67,033		
CLASS 3	Level A		\$39,429	\$41,401	\$43,474	\$45,647	\$47,930	\$50,328	\$52,840	\$55,480	\$58,256	\$61,169	\$63,329	
Level B = A +		3,179	\$43,291	\$45,263	\$47,336	\$49,509	\$51,792	\$54,190	\$56,702	\$59,342	\$62,118	\$65,031	\$67,191	
Level C = B +		2,171	\$45,929	\$47,900	\$49,973	\$52,146	\$54,429	\$56,827	\$59,340	\$61,979	\$64,755	\$67,669	\$69,829	
Level D = C +		2,171	\$48,566	\$50,538	\$52,610	\$54,784	\$57,067	\$59,465	\$61,977	\$64,617	\$67,393	\$70,306	\$72,466	
Level E = D +		2,171	\$51,204	\$53,175	\$55,248	\$57,421	\$59,704	\$62,102	\$64,614	\$67,254	\$70,030	\$72,943	\$75,103	
CLASS 4	Level A		\$44,489	\$46,712	\$49,048	\$51,501	\$54,072	\$56,780	\$59,620	\$62,601	\$65,731	\$69,015	\$71,453	
Level B = A +		3,179	\$48,351	\$50,574	\$52,910	\$55,363	\$57,934	\$60,642	\$63,482	\$66,463	\$69,593	\$72,877	\$75,315	
Level C = B +		2,171	\$50,989	\$53,212	\$55,548	\$58,001	\$60,571	\$63,279	\$66,120	\$69,101	\$72,230	\$75,514	\$77,952	
Level D = C +		2,171	\$53,626	\$55,849	\$58,185	\$60,638	\$63,209	\$65,917	\$68,757	\$71,738	\$74,868	\$78,152	\$80,590	
Level E = C or D +		2,171	\$56,263	\$58,487	\$60,823	\$63,276	\$65,846	\$68,554	\$71,394	\$74,376	\$77,505	\$80,789	\$83,227	
CLASS 5	Level A		\$46,296	\$48,606	\$51,036	\$53,588	\$56,272	\$59,084	\$62,036	\$65,142	\$68,394	\$71,816	\$74,354	
Level B = A +		1,592	\$48,230	\$50,540	\$52,970	\$55,522	\$58,206	\$61,018	\$63,971	\$67,076	\$70,328	\$73,750	\$76,288	
Level C = B +		2,171	\$50,867	\$53,178	\$55,607	\$58,160	\$60,843	\$63,656	\$66,608	\$69,713	\$72,965	\$76,388	\$78,925	
Level D = C +		2,171	\$53,505	\$55,815	\$58,245	\$60,797	\$63,481	\$66,293	\$69,245	\$72,351	\$75,603	\$79,025	\$81,563	
Level E = B,C or D +		2,171	\$56,142	\$58,453	\$60,882	\$63,435	\$66,118	\$68,931	\$71,883	\$74,988	\$78,240	\$81,662	\$84,200	
CLASS 6	Level A		\$49,895	\$52,392	\$55,015	\$57,767	\$60,652	\$63,685	\$66,864	\$70,211	\$73,721	\$77,407	\$81,280	\$84,148
Level B = A +		1,592	\$51,829	\$54,326	\$56,949	\$59,702	\$62,586	\$65,619	\$68,798	\$72,145	\$75,655	\$79,341	\$83,214	\$86,082
Level C = B +		2,171	\$54,467	\$56,963	\$59,586	\$62,339	\$65,223	\$68,257	\$71,436	\$74,783	\$78,292	\$81,978	\$85,851	\$88,720
Level D = C +		2,171	\$57,104	\$59,601	\$62,224	\$64,976	\$67,860	\$70,894	\$74,073	\$77,420	\$80,930	\$84,616	\$88,489	\$91,357
Level E = B,C or D +		2,171	\$59,742	\$62,238	\$64,861	\$67,614	\$70,498	\$73,531	\$76,711	\$80,058	\$83,567	\$87,253	\$91,126	\$93,994

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)**INSTRUCTIONAL ASSISTANT'S SALARY SCALE**

Effective September 1, 2008:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DEM 1	\$27,681	\$29,066	\$30,516	\$32,045	\$33,647	\$35,328	\$37,096	\$38,406
DEM 2	\$34,275	\$35,987	\$37,787	\$39,679	\$41,663	\$43,743	\$45,931	\$47,551
DEM 3	\$35,644	\$37,426	\$39,299	\$41,264	\$43,325	\$45,493	\$47,769	\$49,456

Effective September 1, 2009:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DEM 1	\$28,789	\$30,229	\$31,737	\$33,326	\$34,993	\$36,741	\$38,580	\$39,942
DEM 2	\$35,646	\$37,426	\$39,299	\$41,266	\$43,330	\$45,493	\$47,769	\$49,453
DEM 3	\$37,070	\$38,923	\$40,871	\$42,914	\$45,058	\$47,313	\$49,680	\$51,435

SALARY IMPLEMENTATION FORMULA AND SALARY SCALES (continued)**INSTRUCTIONAL ASSISTANT'S SALARY SCALE**

Effective September 1, 2010:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DEM 1	\$29,940	\$31,438	\$33,007	\$34,660	\$36,393	\$38,211	\$40,123	\$41,540
DEM 2	\$37,072	\$38,923	\$40,870	\$42,917	\$45,063	\$47,313	\$49,679	\$51,432
DEM 3	\$38,553	\$40,480	\$42,506	\$44,631	\$46,861	\$49,205	\$51,667	\$53,492

Effective September 1, 2011:

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
DEM 1	\$31,138	\$32,695	\$34,327	\$36,046	\$37,849	\$39,739	\$41,728	\$43,201
DEM 2	\$38,555	\$40,480	\$42,505	\$44,634	\$46,865	\$49,205	\$51,666	\$53,489
DEM 3	\$40,095	\$42,100	\$44,206	\$46,416	\$48,735	\$51,173	\$53,734	\$55,632

SCHEDULE 2*LIST OF CAMPUSES**

Region A	Labrador West Campus Happy Valley-Goose Bay Campus
*Region B	Bay St. George Campus (includes College Headquarters) Corner Brook Campus Port aux Basques Campus St. Anthony Campus
Region C	Grand Falls - Windsor Campus Baie Verte Campus Gander Campus
Region D	Bonavista Campus Burin Campus Carbonear Campus Clareville Campus Placentia Campus
Region E	St. John's Campus Seal Cove Campus

This is not the official version.

SCHEDULE 3*AREAS OF INSTRUCTION AND PROGRAMS**

The following is a list of areas of instruction in the College of the North Atlantic as of the signing of this Collective Agreement.

As program offerings may change during the term of this Agreement, the list is not considered an all-inclusive one. The Employer will consult with the Union when a new program is to be offered to determine in which area of instruction it is to be placed.

CategoriesAreas of Instruction**I. Industrial Trades**

1. Automotive Service Educational Program
Automotive Service Technician
Motor Vehicle Repair (Metal & Paint)
Heavy Duty Service Technician
Truck Transport Mechanic
Small Equipment Service Technician
2. Construction/Industrial Electrical
Powerline Technician (Operating/Construction)
3. Bricklayer
Carpenter
Heritage Carpenter
Painter/Plaster
4. Machinist
Metal Fabricator/Fitter
Ironworker (Generalist)
Industrial Mechanic (Millwright)
Welder
Sheet Metal Worker
Mining Technician
5. Non-Destructive Testing Technician
6. Steam Fitter/Pipe Fitter
Plumber
Oil Burner Mechanic
7. Refrigeration and Air Conditioning
8. Mobile Crane Operator
Commercial Transportation
Heavy Equipment Operator
9. Cook
Baker

AREAS OF INSTRUCTION AND PROGRAMS (continued)

<u>Categories</u>	<u>Areas of Instruction</u>
I. Industrial Trades	10. Hairstylist
	11. Instrumentation & Control Technician
	12. Driller/Blaster
	13. Fourth Class Power Engineer
	14. Aircraft Maintenance Engineering Technician Aircraft Structural Repair Technician
II. Engineering Technology	1. Architectural Engineering Civil Engineering Technology
	2. Geomatics Engineering Technology
	3. Mechanical Engineering Technology Petroleum Engineering Technology Industrial Engineering Technology Manufacturing Operations Technology
	4. Electrical Engineering Technology Electronics Engineering Technology Software Engineering Technology
	5. Safety Engineering Technology
	6. Welding Engineering Technician
III. Tourism & Natural Resources	1. Environmental Technology (Co-op)
	2. Forest Resources Technician Fish and Wildlife Technician
	3. Adventure Tourism
	4. Northern Natural Resources Technician
	5. Hospitality Tourism Management
	6. Conservation Law Enforcement (Advanced Diploma)
	7. GIS Applications Specialist (Post Diploma)

AREAS OF INSTRUCTION AND PROGRAMS (continued)

<u>Categories</u>	<u>Areas of Instruction</u>
IV. Information Technology	<ol style="list-style-type: none"> 1. Computer Systems and Networking 2. Programmer Analyst 3. Website Administrator 4. Internet Application Developer 5. Information Management (Post Diploma)
V. Business Studies	<ol style="list-style-type: none"> 1. Business Administration Business Management Office Administration
VI. Health Sciences	<ol style="list-style-type: none"> 1. Diagnostic Ultrasonography 2. Medical Laboratory Sciences Medical Laboratory Assistant 3. Medical Radiography 4. Occupational/Physiotherapist Assistant 5. Respiratory Therapy 6. Home Support Worker Personal Care Attendant 7. Licensed Practical Nurse 8. Paramedicine
VII. Applied Arts	<ol style="list-style-type: none"> 1. Community Studies 2. Early Childhood Education 3. Nutrition & Foodservice Management Food Beverage and Lodging 4. Graphic Arts Visual Arts 5. Textiles: Craft & Apparel Design

AREAS OF INSTRUCTION AND PROGRAMS (continued)CategoriesAreas of Instruction**VII. Applied Arts**

6. Journalism
7. Community Recreation Leadership
8. Music Industry & Performance
Recording Arts
9. Classical Animation
Digital Animation
10. Multimedia Digital
Multimedia Courseware Development
Multimedia Internet Development
Film & Video Production
Video Game Design

VIII. Academic Programming

1. ABE
Math
Communications
General Studies
Physics
Chemistry
Biology
Geology
Access programs
ESL / FSL
Career Information and Life Skills (JRT, ORT, etc.)
Special Needs (EST)
Employability Skills
CUPP

IX. Comprehensive Arts & Science Transfer: College - University *

1. Mathematics
English
Physics
Chemistry
Biology
Psychology
Sociology
French

AREAS OF INSTRUCTION AND PROGRAMS (continued)

<u>Categories</u>		<u>Areas of Instruction</u>
X. Guidance Counselling	1.	Guidance Counsellor
XI. Development	1.	Professional Development
	2.	Program Development

* refers to courses transferable to University

This is not the official version.

SCHEDULE 4*TECHNICAL AND VOCATIONAL INSTRUCTORS' CLASSIFICATION PLAN**Instructor, Class 1, Level A

Extensive experience in a craft at a level necessary to teach or demonstrate the skills of the craft or occupation.

Instructor, Class 1, Level B

Qualifications for Class 1, Level A, plus completion of a program of vocational teacher training, or the equivalent, as approved by the Minister of Education.

Instructor, Class 2, Level A

- (a) High School Graduation plus completion of one year commercial or occupational courses, or equivalent, with a minimum of 5 years of related experience.
- (b) High School Graduation or equivalent with a minimum of 8 years training and experience in a trade occupation.
- (c) High School Graduation with two years training in a craft with a minimum of 4 years related experience.

Instructor, Class 2, Level B

Qualifications for Class 2, Level A, plus completion of a program of vocational teacher training, or the equivalent, as approved by the Minister of Education.

Instructor, Class 2, Level C

Qualifications for Class 2, Level A or B, plus completion of one additional year of approved related post-secondary courses or the equivalent.

Instructor, Class 2, Level D

Qualifications for Class 2, Level C, plus completion of one additional year of approved related post-secondary courses or the equivalent.

Instructor, Class 2, Level E

Qualifications for Class 2, Level D, plus the Bachelor of Vocational Education Degree or Bachelor of Post- Secondary Education.

TECHNICAL AND VOCATIONAL INSTRUCTORS' CLASSIFICATION PLAN (continued)Instructor, Class 3, Level A

- (a) High School Graduation plus journeyman status or equivalent with a minimum of 6 years combined apprenticeship training and related experience.
- (b) High School Graduation plus a minimum of one year training in drafting or electronics with a minimum of five years progressive experience, and teaching at the trade level.

Instructor, Class 3, Level B

Qualifications for Class 3, Level A, plus completion of program of vocational teacher training, or the equivalent as approved by the Minister of Education.

Instructor, Class 3, Level C

Qualifications for Class 3, Level A or B, plus completion of one additional year of approved related post-secondary courses, or the equivalent.

Instructor, Class 3, Level D

Qualifications for Class 3, Level D, plus completion of one additional year of approved related post-secondary courses or the equivalent.

Instructor, Class 3, Level E

Qualifications for Class 3, Level D, plus the Bachelor of Vocational Education Degree or Bachelor of Post- Secondary Education.

*Instructor, Class 4, Level A

- (a) Diploma of Technology or Diploma of Applied Arts or equivalent plus a minimum of 4 years or related experience.
- (b) High School Graduation plus minimum of one year training in drafting or electronics with several years experience at a senior level plus three years teaching at an advanced or post-secondary level.
- *(c) First Class Certificate in Stationary Engineering, Marine Engineering, Wireless Operator, or an "M", "E", or "S" Licence from Transport Canada in Aircraft Maintenance with a minimum of four years experience.

Instructor 4, Level B

Qualifications for Class 4, Level A, plus completion of program of vocational teacher training, or the equivalent as approved by the Minister of Education.

Instructor, Class 4, Level C

Qualifications for Class 4, Level A or B, plus completion of one additional year of approved

related post-secondary courses, or the equivalent.

TECHNICAL AND VOCATIONAL INSTRUCTORS' CLASSIFICATION PLAN (continued)

Instructor, Class 4, Level D

Qualifications for Class 4, Level C, plus completion of one additional year of approved related post-secondary or the equivalent.

Instructor, Class 4, Level E

Qualifications for Class 4, Level C or D, plus the Bachelor of Vocational Education Degree or Bachelor of Post- Secondary Education.

Instructor, Class 5, Level A

A four year degree (non-teaching) in Arts, Commerce, Science or equivalent plus a minimum of 3 years of related experience.

Instructor, Class 5, Level B

Qualifications for Class 5, Level A, plus completion of a program of vocational teacher training, or the equivalent, as approved by the Minister of Education.

Instructor, Class 5, Level C

Qualifications for Class 5, Level A or B, plus completion of one additional year of approved related post-secondary courses, or the equivalent.

Instructor, Class 5, Level D

Qualifications for Class 5, Level C, plus completion of one additional year of approved related post-secondary courses or the equivalent.

Instructor, Class 5, Level E

Qualifications for Class 5, Level B, C, or D, plus the Bachelor of Vocational Education Degree or Bachelor of Post- Secondary Education.

Instructor, Class 6, Level A

- (a) Five year professional degree, such as Engineering, Forestry, Pharmacy, Commerce, plus a minimum of one year of related experience.
- (b) Five year non-teaching degree such as B.A. (Hons.), B.Sc. (Hons.), with a minimum of one year of related experience.
- (c) Professional qualifications such as Professional Engineer, C.A., R.I.A., or C.G.A., acceptable to the certifying authority in Newfoundland and Labrador, with a minimum of one year experience.

TECHNICAL AND VOCATIONAL INSTRUCTORS' CLASSIFICATION PLAN (continued)Instructor, Class 6, Level B

Qualifications for Class 6, level A, plus completion of a program of vocational teacher training, or the equivalent as approved by the Minister of Education.

Instructor, Class 6, Level C

Qualifications for Class 6, Level A or B, plus completion of one additional year of approved related post-secondary courses, or the equivalent.

Instructor, Class 6, Level D

Qualifications for Class 6, Level C, plus completion of one additional year of approved related post-secondary courses or the equivalent.

Instructor, Class 6, Level E

Qualifications for Class 6, Level B, C, or D, plus the Bachelor of Vocational Education Degree or Bachelor of Post-Secondary Education.

NOTE:

1. Post-secondary courses or equivalent - University courses or diploma level courses related to the courses taught:

A.R.T. qualifications, R.I.A., C.G.A., or C.A. qualifications in addition to diploma or degree; trade or technical level courses of sufficient duration and advanced level to be equated on a level and time to a post-secondary credit subject; and work experience credits obtained in accordance with the guidelines approved by the employers and issued by the Accreditation Committee January, 1976.
2. Where experience is required as a pre-requisite to obtain a higher qualification, the person will be credited with those years of experience required to obtain the qualification when advancing from one class to another. Example - A person qualifying for a C.A. who takes six years of experience plus study to obtain the qualification would not be credited with 6 years of experience. However, a person who holds a Diploma of Applied Arts in Accounting and who works at the level for some years, then later studies for a C.A., may be credited with some of the previous experience providing it was not used as a credit towards the C.A. qualification.
3. In assessing experience it will be rounded off to the nearest whole year.

SCHEDULE 4A**INSTRUCTIONAL ASSISTANTS' CLASSIFICATION PLAN**Instructional Assistant 1

High School Graduation plus completion of one year post-secondary course, or equivalent, related to the field of instruction, with a minimum of one year of related experience.

Instructional Assistant 2

Diploma of Technology or Diploma of Applied Arts, or equivalent, plus a minimum of one year of related experience.

Instructional Assistant 3

A four year Degree in Arts Commerce, Science, or equivalent, with a major related to the field of instruction.

This is not the official version.

SCHEDULE 5**INSTRUCTORS' CLASSIFICATION APPEAL BOARD
CLASSIFICATION REVIEW AND APPEAL PROCEDURES****I. DEFINITIONS**

1. "Faculty Accreditation Committee" means the Committee constituted and operating under authority of Order-in-Council 531-'71 of 1971 and Article 36 of the Vocational and Technical Instructors' Collective Agreement.
2. "Appeal" means a request by an employee to the Board for a change in his/her classification or a request by an employee who is an academic instructor and alleges he/she has grounds to be classified under the Technical and Vocational Instructors' Classification Plan or vice versa.
3. "Board" means the Instructors' Classification Appeal Board constituted to function in accordance with these procedures.
4. "Class" refers to one of the six classes 1 to 6 contained in the Vocational and Technical Instructors' Classification Plan.
5. "Classification" is defined in paragraph 2.01(f) of this Collective Agreement.
6. "Day" means working day.
7. "Department Head" means department head as defined below or any official authorized by his/her to act on his/her behalf:
 - (a) in respect of employees of a Community College, President of the college concerned.
 - (b) in respect of employees of an Institute, the President of the Institute concerned.
8. "Employee" means a person employed as a vocational or technical instructor or Instructional Assistant with an Employer and includes an academic instructor who alleges he/she has grounds to be classified on the technical and vocational plan.
9. "Employer" means in respect of employees of the College of the North Atlantic, the Board of Governors of the College.
10. "Level" refers to one of the various pay levels within a class, designated by one of the alphabetic letters A, B, C, D, or E, or one of the levels 1, 2, or 3 of the Instructional Assistants' Classification Plan.
11. "Review" means a re-appraisal or re-assessment of the classification assigned the employee by the employer.

II. CONSTITUTION OF APPEAL BOARD

1. There shall be a Board to be known as the Instructors' Classification Appeal Board consisting of a Chairperson and not more than four (4) other members to be appointed by the Lieutenant-Governor-in-Council to serve for a period of one year in the first instance, subject to extension for further periods at the discretion of the Lieutenant Governor-in-Council.
2. The Board is hereby empowered to receive, hear and decide upon any appeal consistent with these procedures.
3. A quorum for the Board shall consist of the Chairperson or Acting Chairperson and two other members.
4. The Board may hold hearings on appeals and may require an appellant to appear before it at any time and in any place in the Province it may deem desirable.
5. The Chairperson and Members of the Board shall be compensated for their service at such rates as Treasury Board may approve.
6. Expenses incurred by the Board in the performance of its duties and such out-of-pocket expenses incurred by an appellant appearing before the Board at its request shall be paid from public funds, subject to Treasury Board approval.
7. The Employer shall allow time off from his/her regular duties to any employee who is required by the Board to appear before it, and in respect of such absence, the employee shall be regarded as being O.H.M.S. It shall be the responsibility of the employee to obtain the prior approval of his/her department head before absenting himself/herself from duty for this purpose.
8. The Board shall be provided with such clerical and support facilities as the Treasury Board may deem necessary to assist it in its work.
9. The Board shall call upon officers of the Employer and may call upon other persons, at its discretion, to assist it in the consideration of any appeal which may be submitted to it.
10. All supporting statements, submissions and data used by the Employer in conducting the classification review of the employee shall be made available to the Instructors' Classification Appeal Board on request.
11. A Commission shall be issued to the Board, pursuant to Section 1 of the Public Enquiries Act, conferring upon it the powers set forth in the said section.
12. The decision of the Board on an appeal shall be final and binding on both the appellant and the Employer. The majority opinion of the Board shall prevail and there shall be no minority report.
13. Decisions of the Board shall be conveyed in writing within thirty (30) days of the hearing(s) over the signature of the Chairperson to the appellant or his/her designated representative, to Treasury Board and to the Department Head concerned for such action as may be appropriate.

14. An appeal shall be regarded as closed:
 - (a) when a decision is rendered thereon by the Board;
 - (b) if the employee concerned requests in writing the withdrawal of his/her appeal; or
 - (c) in the event of the movement of the employee from the position in respect of which the class and/or level has been appealed by him/her.

III. PROCEDURES

1. The process of review and/or appeal pursuant to these procedures shall be available to any employee who considers that his/her class and/or level has been improperly classified by the Employer.
2. A review or appeal will only be entertained on the grounds of an alleged improper classification by the Employer of an employee in accordance with the Technical and Vocational Instructors' Classification Plan, or an alleged improper classification by the Employer of an employee within the Instructional Assistants' Classification Plan, or an allegation that an employee who is classified as an academic instructor is properly a vocational and technical instructor, or vice versa.
3. A request for review shall be submitted to the Employer, in writing, stating:
 - (a) the employee's full name;
 - (b) name of the employing Employer and place of work;
 - (c) the class and/or level in respect of which the review is requested;
 - (d) details of the reasons why the employee considers that his/her present class and/or level is incorrect and the justification for the class and/or level which the employee considers to be correct.
4. The Employer shall consider each such request within thirty (30) days of its receipt and within a further thirty (30) days shall notify the employee in writing of its decision thereon.
5. If an employee is dissatisfied with the decision of the Employer, he/she may, if he/she so desires, appeal the decision to the Instructors' Classification Appeal Board.
6. All such appeals shall be submitted to the Board in writing (in duplicate) within a period of not more than fourteen (14) days after receipt by the employee of notification of the Employer's decision as above mentioned.
7. The Board shall consider and rule on only those appeals received from an individual employee provided that such employee shall first have submitted a request to the Employer for a review of his/her classification, in accordance with paragraph 3 of this Section, and shall have been notified in writing of the Employer's decision on his/her request.

8. An appeal shall not be submitted to the Board on any grounds which differ from the grounds upon which a review by the Employer has been requested by the employee and no such appeal shall be entertained by the Board.
9. The appellant who is requested to appear before the Board may be accompanied by another person of his/her choice who may address the Board on the Appellant's behalf.
10. Only in cases where the employee alleges that the Employer did not recognize courses and experience which the Faculty Accreditation Committee has stated are appropriate for the employee's classification will the Board hear appeals based on grounds that the appropriate courses and experience have not been given classification credit by the Employer.
11. The Board has the right to refuse to receive or hear any appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with paragraph 2 of this Section.
12. Nothing in these procedures shall be construed to give to either the Employer or the Instructors' Classification Appeal Board the authority to change, add to, or otherwise modify the Technical and Vocational Instructors' Classification Plan or the Instructional Assistants' Classification Plan.

This is not the official version.

SCHEDULE 6*LABRADOR BENEFITS AGREEMENT****ARTICLE 1
SCOPE**

- 1.1 This Agreement is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Association of Allied Health Professionals, the Newfoundland and Labrador Association of Public & Private Employees, the Newfoundland and Labrador Nurses' Union, the Newfoundland and Labrador Teachers' Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

**ARTICLE 2
DURATION**

- 2.1 This agreement shall be effective from **April 1, 2005** and shall remain in full force and effect until **March 31, 2009**. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

**ARTICLE 3
LABRADOR ALLOWANCE**

- 3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule "A"

Labrador Allowance

	DATE	SINGLE	DEPENDENT
GROUP 1	April 1, 2005	\$2150	\$4300
	April 1, 2006	\$2150	\$4300
	April 1, 2007	\$2475	\$4950
	April 1, 2008	\$2475	\$4950
GROUP 2	April 1, 2005	\$2600	\$5200
	April 1, 2006	\$2600	\$5200
	April 1, 2007	\$2875	\$5725
	April 1, 2008	\$2875	\$5725
GROUP 3	April 1, 2005	\$2725	\$5450
	April 1, 2006	\$2725	\$5450
	April 1, 2007	\$3000	\$5975
	April 1, 2008	\$3000	\$5975

In case of a married couple who are both employed by Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in the article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

ARTICLE 4 TRAVEL ALLOWANCE

- 4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s).

	DATE	EMPLOYEE	DEPENDENT
GROUP 1	April 1, 2005	\$650	\$450
	April 1, 2006	\$650	\$450
	April 1, 2007	\$700	\$500
	April 1, 2008	\$750	\$550
GROUP 2	April 1, 2005	\$700	\$500
	April 1, 2006	\$700	\$500
	April 1, 2007	\$750	\$550
	April 1, 2008	\$800	\$600
GROUP 3	April 1, 2005	\$750	\$550
	April 1, 2006	\$750	\$550
	April 1, 2007	\$800	\$600
	April 1, 2008	\$850	\$650

- 4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period ending March 31st, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement

- (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed by Provincial Government Department or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5 LEAVE

- 5.1 Permanent employees covered by this agreement shall receive three (3) non cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been interruptions to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6 PROTECTIVE CLOTHING

- 6.1 Protective clothing will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

ARTICLE 7 RELOCATION EXPENSES

- 7.1 Relocation expenses will be provided in accordance with the specific provisions outlined in each applicable employee group collective agreement.

**ARTICLE 8
EXISTING GREATER BENEFITS**

- 8.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

**ARTICLE 9
DEFINITIONS**

- 9.1 "Dependent"- for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.
- 9.2 "Spouse" - for the purpose of this agreement, spouse means an employee's husband or wife, including a common-law or same sex partner with whom the employee has lived with for more than one year.

This is not the official version.

“SCHEDULE A”

COMMUNITY GROUPING

GROUP 1

Happy Valley/Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls

GROUP 2

Red Bay
L'Anse au Loup
L'Anse au Clair
Forteau
Pinware
West St. Modeste
Mud Lake
Cartwright
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

Rigolet
William's Harbour
Norman's Bay
Black Tickle
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet/Natuashish
Nain

This is not the official version.

SCHEDULE 7*SUMMARY OF GROUP INSURANCE BENEFITS
FOR MEMBERS OF THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR PLAN**

The Employee Benefits Booklet contains a more detailed description of the benefits of the Plan. The following summary has been prepared to outline the basic content of the Plan only, as contractual provisions specified within the group insurance policies prevail. You may also refer to the Government website at www.gov.nl.ca/hrpm for further information.

BENEFITS**GROUP LIFE INSURANCE**

You are insured for a life insurance benefit equal to two times your current annual salary rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$400,000.

If your insurance ceases on or prior to age 65, you may be entitled to convert the cancelled amount of basic group life insurance to an individual policy of the type then being offered by the insurer to conversion applicants **within 31 days** of the termination or reduction date, and no medical evidence of insurability would be required. The premium rate would be based on your age and class of risk at that time.

DEPENDENT LIFE INSURANCE

In the event of the death of your spouse or dependent child from any cause whatsoever while you and dependents are insured under the plan, the insurance company will pay you \$6,000 in respect of your spouse and \$3,000 in respect of each insured dependent child. This applies to those employees with family coverage only.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The plan provides accidental death and dismemberment insurance coverage in an amount equal to your basic group life insurance (two times your current annual salary). Coverage is provided 24 hours per day, anywhere in the world, for any accident resulting in death, dismemberment, paralysis, loss of use, or loss of speech or hearing.

If you sustain an injury caused by an accident occurring while the policy is in force which results in one of the following losses, within 365 days of the accident, the benefit shown will be paid to you. In the case of accidental death, the benefit will be paid to the beneficiary you have named to receive your group life insurance benefits. Benefits are payable in accordance with the following schedule:

Schedule of Benefits

100% of Principal Sum For Loss of:

- Life
- Both Hands or Both Feet
- Entire Sight of Both Eyes
- One Hand and One Foot
- One Hand and Entire Sight of One Eye
- One Foot and Entire Sight of One Eye
- Speech and Hearing in Both Ears
- Use of Both Arms or Both Legs or Both Hands
- Quadriplegia (total paralysis of both upper and lower limbs)
- Paraplegia (total paralysis of both lower limbs)
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)

75% of Principal Sum For Loss of:

- One Arm or One Leg
- Use of One Arm or One Leg

66 $\frac{2}{3}$ % of Principal Sum For Loss of:

- One Hand or One Foot
- Entire Sight of One Eye
- Speech or Hearing in Both Ears
- Use of One Hand or One Foot

33 $\frac{1}{3}$ % of Principal Sum of Loss of:

- Thumb and Index Finger of One Hand
- Four Fingers of One Hand

16 $\frac{2}{3}$ % of Principal Sum of Loss of:

- All Toes of One Foot
- Hearing in One Ear

"Loss" means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.

"Loss of use" means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

No more than the principal sum will be paid for all losses resulting from one accident.

Benefits are not payable if loss results from or was associated with:

- suicide or self-destruction or any attempt thereat while sane or insane;
- declared or undeclared war, insurrection or participation in a riot;
- active full-time service in the armed forces of any country; and
- air travel in any aircraft not properly licensed or flown by a pilot not properly certified.

The following additional benefits are also included, please see your employee booklet for details:

Repatriation Benefit	Spousal Retraining Benefit
Rehabilitation Benefit	Seat Belt Benefit
Education Benefit	In-hospital Indemnity

WAIVER OF PREMIUM PROVISION

If an insured member becomes totally disabled before age 65, the group life, dependent life and accidental death and dismemberment, voluntary accidental death and dismemberment, and voluntary term life insurance may be continued to age 65 without payment of premiums. To have premiums waived, the employee **must** be totally disabled for at least six months, at which time claim forms must be submitted on a timely basis. Proof of prolonged disability may be required every year.

HEALTH INSURANCE BENEFITS FOR MEMBERS AND DEPENDENTS

Hospital Benefit

If you or any of your insured dependents are confined in a hospital on the recommendation of a physician, coverage is provided for **semi-private room** accommodation at 100%, to a daily maximum of \$85.00

Prescription Drug Benefit

The program will pay the ingredient cost of eligible drugs (including oral contraceptives and insulin), you are responsible to pay the co-pay, which will be the equivalent of the pharmacist's professional fee plus any applicable surcharge. The drug plan provides coverage for most drugs which require a prescription by law, however, but does not provide coverage for over-the-counter drugs, cough or cold preparations or nicotine products. Some drugs may require special authorization, details of the special authorization process are outlined in the Employee Benefits Program Booklet.

Vision Care Benefit

You and your insured dependents are covered for the following vision care expenses:

- a) Charges for eye examinations performed by an Ophthalmologist or Optometrist where the Medicare plan does not cover such services, limited to one such expense in a calendar year for dependent children under age 18, and once in two calendar years for all other insured persons;

- b) Up to 100% of covered eligible expense of \$125 for eyeglass lenses and frames and 100% of a covered eligible expense of \$175 for bifocal lenses and frames limited to one expense in every three calendar years. And \$225 for trifocal lenses and frames limited to one expense in every three calendar years. Once in a calendar year for dependent children **under age 18 if a change in the strength of the prescription is required.** Please note that expenses for contact lenses will be reimbursed at the same level as for eyeglasses. Coverage is not provided for sunglasses, safety glasses, or repairs and maintenance.
- c) Up to 80% of the covered eligible expenses of \$250 in two calendar years for the purchase of contact lenses prescribed for severe corneal scarring, keratoconus or aphakia, provided vision can be improved to at least a 20/40 level by contact lenses, but cannot be improved to the level by spectacle lenses.
- d) one pair of eyeglasses when prescribed by an Ophthalmologist following surgery, to 80% of a lifetime covered eligible expense of \$200; and
- e) 50% of the cost of visual training or remedial therapy.

When submitting your claims for reimbursement, please ensure your receipt clearly indicates whether your glasses are single vision or bifocal, so that accurate reimbursement can be made. Also, your receipt indicating that the expense has been paid in full must accompany the Claim Submission Form and the Vision Care Claim Form.

Records indicate that costs vary amongst dispensaries throughout the province; therefore, it is suggested that you check with several optical dispensaries before finalizing your purchase.

Extended Health Benefit

Reimbursement is provided for many types of services, such as registered nurse, physiotherapist, wheelchair rental, braces, crutches, deep x-rays, ambulance service, chiropractors, to name a few. Pre-authorization is now required for the rental and/or purchase of all durable equipment and all Nursing Care/Home Care benefits. Effective April 1, 1997, insured employees/retirees and/or their dependents are required to obtain pre-approval for these services by calling the insurance carrier. Certain dollar amounts or time period maximums apply. It is important to note that reimbursement under the extended health care benefit is made at 80% of covered eligible expenses up to \$5,000; expenses over \$5,000 and less than \$10,000 are reimbursed at 90%, and expenses over \$10,000 are reimbursed at 100% in any calendar year. Where no maximum eligible expense is noted, reasonable and customary rates will apply. Please consult your employee benefit booklet for details.

Services not Covered under the Supplementary Health Insurance Program

You and/or your dependents are not covered for medical expenses incurred as a result of any of the following:

- injury or illness due to war or engaging in a riot or insurrection;
- aesthetic surgery (cosmetic surgery for beautification purposes);
- services required due to an intentional self-inflicted injury;
- delivery charges;
- hearing tests;
- pregnancy tests;
- injury or illness for which you or your dependents are covered under Worker's Compensation or a similar program;
- services or supplies received from a dental or medical department maintained by your employers, a mutual benefit association, labour union, trustee or similar type group;
- services or supplies which are covered under a government hospital plan, a government health plan or any other government plan;
- expenses for contraceptives other than oral contraceptives;
- expenses for vitamins (except injectables), minerals, and protein supplements (other than expenses that would qualify for reimbursement under Eligible Expenses under the Drug Benefit);
- expenses for diets and dietary supplements, infant foods and sugar or salt substitutes;
- expenses for drugs which are used for a condition or conditions not recommended by the manufacturer of the drugs;
- experimental products or treatments for which substantial evidence, provided through objective clinical testing of the product's or treatment's safety and effectiveness for the purpose and under the conditions of the use recommended does not exist to the satisfaction of the insurer/administrator.
- expenses for lozenges, mouth washes, non-medicated shampoos, contact lens care products and skin cleaners, protectives, or emollients.

Group Travel Insurance

The group travel plan covers a wide range of benefits which may be required as a result of an accident or unexpected illness incurred outside the province while travelling on business or vacation. The insurer will pay 100% of the reasonable and customary charges (subject to any benefit maximums) for expenses, such as hospital, physician, return home and other expenses as outlined in the employee booklet. Coverage under the Group Travel Insurance is now limited to a maximum of ninety (90) days per trip for travel within Canada. Coverages commences from the actual date of departure. The current 30 day period per trip for travel outside Canada will still apply. There will be no coverage for travel outside Canada under this program following the first 30 days of a trip outside the participants' province of residence. Additional coverage is available from Desjardins Financial Security on an optional pay all basis.

OPTIONAL BENEFITS

Optional Group Life Insurance

This plan is available on an optional, employee-pay-all basis and you may apply to purchase additional group life insurance coverage for you and/or your spouse. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000.

Optional Accidental Death and Dismemberment Insurance

This plan is available on an optional, employee-pay-all basis and enables you to purchase additional amounts of accidental death and dismemberment insurance on an employee and/or family plan basis. Coverage is available from a minimum of \$10,000 to a maximum of \$300,000 in \$10,000 increments.

Optional Long Term Disability Insurance

This plan is available to you on an optional and employee-pay-all basis. Long term disability insurance may provide disability benefits for periods of total disability which exceed 119 days. To be eligible for this benefit, you must be a member of either the Public Service Pension Plan or the Uniformed Services Pension Plan.

Optional Dental Care Insurance

This plan is available to you and your insured dependents on an optional and employee-pay-all basis. Coverage is available for basic and major restorative dental procedures.

Optional Critical Conditions Insurance

This plan is available to you and your dependents on an optional and employee-pay-all basis. Critical Conditions Insurance will provide a lump sum payment to insured employees in the event he/she and/or dependents are afflicted, while coverage is in force, with a critical condition as defined in the policy.

GENERAL INFORMATION

For the purpose of the group insurance program, the following definition of dependent is applicable:

Spouse

- (a) an individual to whom you are legally married; or
- (b) an individual of the same or opposite sex who has been publicly represented as your spouse for at least one year.

Dependent Children

- your or your spouse's unmarried, natural, adopted, foster or step-children, including a child of an unmarried minor dependent, who are:
 - (a) under 21 years of age and dependent upon you for support and maintenance;
 - or
 - (b) under 25 years of age and in full-time attendance at a university or similar institution and dependent upon you for support and maintenance; or
 - (c) age 21 or over who, by reason of mental or physical infirmity, are incapable of self-sustaining employment, and are dependent upon you for support and maintenance and who were insured under the plan on the day before they reached age 21.

Children of your spouse are considered dependents only if:

- they are also your children; or
- your spouse is living with you and has custody of the children.

This plan does not cover a spouse or dependent child who is not a resident in Canada nor does it cover any child who is working more than 30 hours per week, unless the child is a full-time student.

Eligibility

- all full-time, active employees, including part-time employees who work at least 50% of the regular work week, are required to participate in the group insurance program from the first day of employment. All retired employees who are receiving a pension from either the Public Service Pension Plan or the Uniformed Services Pension Plan may elect to continue coverage.
- all temporary employees, if hired for a period of more than three months, are covered under the program from the first day of employment. Employees who are hired for a period of less than three months, who have their contract extended to at least six months, are required to participate from the date of notification that the contract was extended.
- seasonal, recurring employees are covered under the plan during their term of active employment. During periods of lay-off, provided they do not work for another employer during such lay-off, an employee has the option to continue coverage. **However, coverage will not continue unless a "Continuation of Coverage" form is completed, signed and given to your Staff Clerk/Administrator prior to your leaving.**

- employees who elect early retirement will continue to be insured under the program as if active employees. Group life and accidental death and dismemberment insurance benefits will be calculated on the annual superannuation benefits. Coverage will be reduced on the first of the month following the date of retirement or age 65, whichever occurs first. For continuation of coverage to become effective, a Continuation of Coverage Form must be signed prior to the last day worked.
- upon attainment of age 65, if you have been insured for a period of five years immediately prior to your 65th birthday, you may be eligible for a reduced paid-up life insurance policy on the first of the month following attainment of age 65, which will remain in force throughout your lifetime.

You may also be eligible to continue your supplementary health and group travel insurance plans on a 50/50 cost-shared basis.

In the event of your death, your surviving spouse, who on the date of your death was insured under the plan, may have the option of continuing in the group insurance program.

This is not the official version.

SCHEDULE 8

GUIDELINES FOR JOB SHARING

Definition

Job sharing denotes an arrangement whereby two (2) employees share the duties and responsibilities of one (1) permanent full time position.

Eligibility

- (a) Any permanent full time employee covered under the Faculty Collective Agreement may apply to participate in a job sharing arrangement for a period of up to one (1) year.
- (b) Written application must be made to the Employer at least three (3) months prior to the start of the job sharing arrangement. A copy of the application shall also be sent to the Union.
- (c) Approval of individual requests to participate in a job sharing arrangement shall rest solely with the President. A request for job sharing shall not be unreasonably denied.
- (d) Any job sharing arrangement shall not cost the Employer any more than having one (1) full time employee (excluding associated administrative costs).

Administration

- (a) The Employer shall consult with the employee on the selection of a job sharing partner. Where self identification of another Bargaining Unit member is not possible, then an internal or public competition may be held. In any case, both partners in a job sharing arrangement must be qualified and able to do the job to be aware of all ongoing projects and tasks.
- (b) Persons hired to share a position with a full time employee shall be employed on a temporary or contractual basis. Where a permanent full time employee vacates a position to enter into a job sharing arrangement, the employee will be considered to still occupy the vacated position for purposes of layoff, recall, bumping and redundancy.
- (c) The work schedule of a job shared position shall be determined through a process of consultation between the job sharers and the Supervisor of the position to ensure a fair and equitable distribution of the tasks. The onus rests with employees to ensure that they communicate on a regular basis as the Employer will not pay for any additional overlapping time the two (2) employees must spend together to accomplish this task.
- (d) Each employee applying for a job sharing arrangement shall agree to work a specified portion of a full time position. The sum of the portions of a full time position worked by each employee in such an arrangement shall not exceed one hundred percent (100%) of a full time position.

Termination

- (a) If the Employer or one of the job sharers finds the job sharing arrangement unsatisfactory, either party may terminate the arrangement before the expiry date by giving two (2) weeks' notice in writing.
- (b) When the job sharing position expires, the permanent full time employee(s) shall return to their previous full time position(s) within the workplace.
- (c) If a temporary employee leaves a job sharing position before the end of the agreed time period, the permanent full time employee shall have the opportunity:
 - (i) to continue job sharing if a suitable replacement can be found;
 - or
 - (ii) to return to a full time basis in the position.
- (d) If a job sharing arrangement between a permanent and temporary employee ends because the permanent full time employee leaves, the job will be considered a vacancy.

Benefits

The applicable annual salary and benefits (excluding pensions) of each job sharing employee shall be pro-rated according to the portion of the full time position each employee works. Job sharing employees are eligible to participate in the Government Pension Plan in accordance with appropriate Pension Legislation and should discuss this arrangement with the Pensions Division of the Department of Finance to determine the short and long term implications this arrangement could have on their pensions.

SCHEDULE 9
DEFERRED SALARY LEAVE PLAN

Eligibility

Any permanent employee with an Employer covered under the Faculty Collective Agreement.

Application

- (a) An employee must make written application to the President on or before January 31 requesting permission.
- (b) The employee will be notified in writing by April 1st of the acceptance or denial of their request for Deferred Salary leave Plan.

If the request is denied, the Employer must provide the employee with a written explanation of why the request was denied.

- (c) Approval of individual requests to participate in the Plan shall rest solely with the President. A request for Deferred Salary Leave Plan will not be unreasonably denied.

Payment Formula and Leave of Absence

Length of leave - one year

Options - maximum of six (6) years

- 3 year option - 2/3
- 4 year option - 3/4
- 5 year option - 4/5
- 6 year option - 5/6

During each academic year in which the employee has participated in the Plan prior to the one year leave of absence up to a maximum of five academic years, the employee will receive 2/3, 3/4, 4/5, 5/6 of his/her annual salary in accordance with his/her proper salary scale. The remaining 1/3, 1/4, 1/5, 1/6 of the annual salary will be remitted to the trustee.

Administration

1. (a) A Deferred Salary Leave Plan Committee shall be established for the purpose of directing the manner in which the monies are to be invested. This Committee shall consist of two (2) representatives from the Employer and two (2) representatives from the Union.
- (b) The Employers, the Union and the members of the Committee shall not be liable to any participating employee for the investments so specified so long as they are authorized by the Committee.

2. The Committee shall ensure that the Financial Institution provides an annual report by August 31 of each year to each participating employee under this Plan as to the amount of deferred salary together with interest accrued to date. This annual report shall be made no later than August 31 of any given year under the Plan.
3. All monies retained by the Employer shall be deposited as directed by the Deferred Salary Leave Plan Committee in an account with a Credit Union, Chartered Bank or Trust Company authorized to do business in the Province. The interest so earned on monies deposited by the Employer on behalf of a participating employee shall augment such monies less all investment related costs.
4. The Employer will bear the normal payroll expenses associated with the retention, remitting and repayment of funds. The Employer and the Union shall bear the travel expenses for their respective Committee representatives.
5. While an employee is enrolled in the Plan, not on leave, any benefit tied to the salary scale shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan.

While on leave, any benefits tied to the salary scale shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the Plan.

6. The leave of absence will be taken in accordance with a Memorandum of Understanding between the employee and Employer. (A copy of this Memorandum shall be inserted in the Collective Agreement.)

Terms of Reference

1. All employees wishing to participate in the Plan shall be required to sign a Memorandum of Understanding as prescribed in the Collective Agreement before final approval for participating will be granted.
2. On return from leave the employee will be given the same position on the same Campus unless it is mutually agreed between the employee and the Employer that the employee will return to another position.
3. Leave under this Plan shall be credited as service for the purpose of:
 - (a) seniority
 - (b) sick leave
 - (c) salary increases
 - (d) pension
 - (e) severance pay

4. Pension premiums for employees who enrol in the Plan shall be paid on the salary the employee actually earns in the years preceding the leave. Pension premiums for the year of the leave shall be based on the salary the employee earned in the year immediately preceding the leave. These payments will be made during each year of enrolment including the year of the leave and will be the normal contribution rate as required under the Newfoundland and Labrador Public Service Pension Plan. The employee shall receive pension credits for each year including the year of leave and the payment of pension benefits shall be based on the salaries specified in this Clause.
5. In the event that a suitable replacement cannot be hired for an employee who has been granted leave, the Employer may defer the year of leave. In this instance, an employee may choose to remain in the Plan or he/she may withdraw and receive any monies and interest accumulated to date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

Employees who have their contracts terminated in accordance with Article 26 or who are laid off in accordance with Article 50 will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned, repayment shall be made within sixty (60) days of withdrawal from the Plan.

An employee may withdraw from the Plan anytime prior to April 1st of the calendar year in which the leave is to be taken.

Should an employee die while participating in the Plan, any monies accumulated, plus interest owed at the time of death, will be paid to the employee's estate.

Deferred Salary Leave Prior to Retirement

Federal Taxation Legislation prohibits an individual from taking the year of leave immediately prior to retirement. An employee must return to work after the period of leave for a time equal to the leave duration. This Plan will be registered with Federal authorities and compliance with Federal Law is mandatory.

APPLICATION FOR DEFERRED SALARY LEAVE PLAN

(This must be forwarded to the President by January 31st)

Name:

Address:

Campus/Location:

Present Classification:

Campus/Location:

Number of Years Employed with College:

Date of Leave Required _____ 20 _____ to _____ 20 _____

I hereby certify that I fulfil the requirements for Deferred Salary Leave as outlined in the Deferred Salary Leave Provision of the Collective Agreement, and accept any obligation imposed by such provision.

Date

Signature

Approved on behalf of _____ College of the North Atlantic, which agrees to the provisions of the Deferred Salary Leave Plan.

Date

Signature
President

This is not the official version.

MEMORANDUM OF UNDERSTANDING
DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions:

1. Enrolment Date

I wish to enrol in the Deferred Salary Leave Plan commencing

2. Year of Leave

I shall take my leave of absence from the College of the North Atlantic from _____ to _____

3. Financial Arrangements

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

- (a) two out of three years _____
- (b) three out of four years _____
- (c) four out of five years _____
- (d) five out of six years _____

_____ Date

_____ Signature

_____ Witness

This is not the official version.

SCHEDULE 10

PORTABILITY OF BENEFITS

AGREEMENTS (NAPE)

Air Services
College of the North Atlantic Faculty
College of the North Atlantic Support Staff
General Service
Group Homes
Health Professionals
Hospital Support Staff
Lab & X-Ray
Maintenance and Operational Services
Marine Service Workers
Newfoundland Liquor Corporation
Workplace Health, Safety & Compensation Commission
Ushers

AGREEMENTS (CUPE)

Government House
Group Homes and Transition Houses
Hospital Support Staff
Newfoundland and Labrador Housing Corporation
Provincial Information and Libraries Resources Board

This is not the official version.

SCHEDULE 11**REDUNDANCY**

SERVICE	AGE (Years)					
	<35	35-39	40-44	45-49	50-54	>54
<6 Months	2	4	6	8	10	12
>6 Months - <1 Year	4	6	8	10	12	14
>1 - <2 Years	7	9	11	13	15	17
>2 - <4 Years	11	13	15	17	19	21
>4 - <6 Years	15	17	19	21	23	25
>6 - <8 Years	19	21	23	25	27	29
>8 - <10 Years	23	25	27	29	31	33
>10 - <12 Years	27	29	31	33	35	37
>12 - <14 Years	31	33	35	37	39	41
>14 - <16 Years	35	37	39	41	43	45
>16 - <18 Years	39	41	43	45	47	49
>18 - <20 Years	43	45	47	49	51	53
>20 - <22 Years	47	49	51	53	55	57
>22 Years	52	54	56	58	60	62

MEMORANDUM OF UNDERSTANDING*READING BREAK**

This agreement confirms our understanding reached at negotiations with respect to the provision of a winter semester Reading Break in March.

A one week Reading Break will be provided by the Employer during which Instructors will not be scheduled to be in attendance. The Employer will endeavour to schedule this Break during Easter Week. It is understood that the scheduling of this break will not result in a reduction in the regular number of work days during each academic year. Instructors employed in the apprenticeship programs shall be provided the Reading Break where it is possible to schedule the program in such a manner that the program will not be disrupted during its duration by the Reading Break. Instructors will be notified of the timing of the scheduled Reading Break at the beginning of the academic year.

It is agreed between the parties that the provision of a Reading Break at the Campus is conditional upon the continued agreement of the Union to permit support staff employees in the schools to take the St. Patrick's Day and St. George's Day holidays during the week designated for the Break. Employees choosing to take these holidays during the Break will not be entitled to the provisions of Clause 14.02 of the College Support Staff Agreement for working on the actual day proclaimed for the holiday.

**Newfoundland and Labrador Association of
Public and Private Employees**

Treasury Board

MEMORANDUM OF UNDERSTANDING

**FAMILY/HOME RESPONSIBILITY LEAVE
ARTICLE 20, CLAUSE 20.01**

This is to confirm the understanding reached at negotiations regarding the application of Clause 20.01 of the Faculty Collective Agreement. It has been agreed that requests for special leave with pay relating to family/home responsibility should be made under this Clause and approval granted for matters that would be approved under Clause 29.01 of the General Service Collective Agreement and Clause 27.01 of the Cabot Institute Support Staff Collective Agreement.

**Newfoundland and Labrador Association of
Public and Private Employees**

Treasury Board

This is not the official version.

MEMORANDUM OF UNDERSTANDING – 2004

HEALTH INSURANCE

There is agreement to extend the benefits of the current group health and insurance plan to temporary employees effective April 1, 2002. The eligibility criteria at that time was amended as follows:

It is understood and agreed that effective April 1, 2002, eligibility under the group insurance programs, policies 7600 and 3412, is hereby amended to include the following class of employees, subject to the following:

- Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.
- Annual review on January 1st of each year will determine eligibility, continued enrollment or termination of coverage under these programs. Should an employee terminate employment, all coverages under the programs terminate the date of termination.
- For the purpose of determining group life insurance coverage, the amount will be based upon twice their annual salary, subject to a minimum amount of \$10,000.
- Employees determined to be eligible by the Employer for coverage under these group programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrollment is mandatory and a condition of employment.

As a result of the 2004 round of negotiations, the following was also agreed:

1. Employees determined to be eligible for coverage under the Atlantic Blue Cross Care Plan shall be continued for the full twelve (12) month period commencing April 1st of each year as long as they remain actively employed and pay the required premiums.
2. Temporary employees covered under this Agreement who are determined to be eligible will access group insurance programs that are currently available.
3. Premiums for these employees must be collected through payroll deductions.
4. Employees who accessed Maternity, Adoption and/or Parental Leave during the previous calendar year will be allowed to count, for eligibility purposes, the hours worked during such leave by the next senior employee in that period.
5. Premiums for employees who are off payroll for one (1) or more periods will be recovered from the next cheque unless extenuating circumstances exist. This procedure for the recovery of premiums applies only to health care groups. Existing arrangements for the recovery of premiums in other sectors shall continue for the life of that Agreement.
6. Employees who miss a payroll for reasons other than approved unpaid sick leave are required to pay 100% of the premiums.

7. Employees on unpaid sick leave are required to present supporting medical documentation to the Employer during the current pay period.
8. If necessary, a further review of the premium recovery process will occur within six (6) months of the signing of the relevant Collective Agreements.

This wording reflects amendments to the eligibility guidelines only as complete terms and policy conditions are set out in actual contracts on file with Government of Newfoundland and Labrador, the policyholder.

Group Insurance Committee Membership

With respect to the membership of the Group Insurance Committee, it is understood and agreed that the complement of groups represented will remain unchanged throughout the term of this agreement.

This is not the official version.

MEMORANDUM OF UNDERSTANDING

*AGREEMENT ON PENSIONS

The Parties agree to the following:

1. Introduction of a formal indexing program for those pensioners and survivors who have reached age 65, as follows:

60% of the annual change in the national CPI as published by Statistics Canada (Catalogue 62-001), in the calendar year immediately preceding the anniversary date, to a maximum annual increase of 1.2%;

- a) For those pensioners and survivors who have attained age 65 from October 1, 2002; and
- b) For those pensioners and survivors who are not age 65, from the next anniversary date after the date they reach age 65.

Cost: 2% of salary to be shared equally by both parties.

Anniversary Date: October 1, 2002 and every October 1 thereafter.

2. Government will pay \$ 982 Million into the Public Service Pension Plan (PSPP), with \$ 400 Million being paid on March 15, 2007 and the remaining balance of \$ 582 Million will be paid by June 30, 2007.
3. This Memorandum of Agreement will not take effect unless all participants, The Newfoundland and Labrador Association of Public and Private Employees, the Canadian Union of Public Employees, The Newfoundland and Labrador Nurses' Union, The Association of Allied Health Professionals, The Canadian Merchant Service Guild, The International Brotherhood of Electrical Workers, and Her Majesty the Queen in Right of Newfoundland (represented by the Treasury Board) agree to its terms.
4. It is agreed that the payment outlined in Clause 2 above is full settlement of Government's share of the unfunded liability of the PSPP as established on December 31, 2000 and outlined in section 2 of the Memorandum of Understanding - 2004, Agreement on Pensions and there shall be no further special payments.
5. A committee of the parties will be established to identify and resolve any matters required to implement joint trusteeship by April 1, 2008.

All reasonable costs of the Committee relating to professional, legal and support services shall be paid from the Pension Fund.

6. All unions representing Public Service Pension Plan members must indicate, in writing, acceptance of this proposal.
7. For the duration of the Collective Agreement the Employer agrees to maintain the Public Service Pension Plan as an independent pension plan.

MEMORANDA OF UNDERSTANDING

RE: Same Sex Benefits

Subject to applicable Federal and Provincial legislation, all family related benefits of the Faculty Collective Agreement shall be available to same-sex couples.

**Newfoundland and Labrador Association of
Public and Private Employees**

Treasury Board

RE: Workload

It is recognized by both parties that the introduction of Special Needs Students into courses and programs creates the potential of impact on an instructor's workload.

**Newfoundland and Labrador Association of
Public and Private Employees**

Treasury Board

This is not the official version.



**Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat**

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Article 18 - Travel and Relocation Allowance

The parties agree that the rates contained within Article 35 - Travel and Relocation Allowance shall be in accordance with those rates set by Treasury Board in accordance with the Joint Committee on Travel on Employer's Business.

Yours truly,

SUSAN RUMSEY
Chief Negotiator

This is not the official version.



Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Contractual Employees

In reference to the matter of contractual employees, we would convey to the bargaining agent our position as follows:

It is the Employer's intention to employ contractual employees only when the conditions of employment differ from that which is outlined in the Collective Agreement. It is not the intention of the Employer to employ contractual employees at a lower rate of pay or to offer less benefits than is provided under the Agreement.

Yours truly,

SUSAN RUMSEY
Chief Negotiator



Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Pensions

Where the loss of salary during a work stoppage would normally affect an instructor's pensionable salary, the instructors' pensionable salary shall be calculated as if there were no loss of salary.

Yours truly,

SUSAN RUMSEY
Chief Negotiator

This is not the official version.



**Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat**

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Post Secondary Instructors' Certificates

This letter is to confirm the parties' understanding that, notwithstanding the provisions of Article 36 - Post Secondary Instructors' Certificates, those Instructors who are currently members of the bargaining unit at the time of signing of this agreement, who possess a Technical and Vocational Instructor Certificate, or who are engaged in the delivery of College / University transfer year courses at the College will not be required to obtain a Post Secondary Instructors' Certificate.

Any employees hired after September 4, 2002 will be required to comply with the provisions of Article 36.

Yours truly,

SUSAN RUMSEY
Chief Negotiator



Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Reassignment

The purpose of this letter is to clarify the understanding reached in negotiations regarding the process of reassignment.

Reassignment may only occur provided that the following conditions are met:

- ▶ Reassignment will be done to accommodate senior permanent employees in permanent positions only.
- ▶ Reassignments under this clause would become effective only at the beginning of each semester.
- ▶ Planned reductions in positions can be accomplished.
- ▶ The operational efficiency and capability to offer all programs are maintained.
- ▶ Reassignments will be considered for full time assignments only.
- ▶ Employees must be qualified and able, as assessed by the employer, to instruct in the courses and programs being maintained.
- ▶ Reassignment will not be done to accommodate a bump.

Yours truly,

SUSAN RUMSEY
Chief Negotiator



Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: Statutory Holidays

This will confirm the understanding reached that Instructional Assistants and Guidance Counsellors hired after April 1st, 1973 will receive statutory holidays in line with those publicly announced.

Yours truly,

SUSAN RUMSEY
Chief Negotiator

This is not the official version.



**Government of Newfoundland and Labrador
Department Executive Council
Public Service Secretariat**

Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: *Market Adjustment

This will confirm our understanding reached during negotiations whereby if the Employer (Treasury Board Committee of Cabinet) determines that it is unable to recruit/retain employees in specific positions at a particular geographic site, the Employer (Treasury Board Committee of Cabinet) may provide benefits to employees beyond those outlined in the Collective Agreement.

Yours truly,

SUSAN RUMSEY
Chief Negotiator

This is not the official version.



Government of Newfoundland and Labrador
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Mr. Fred Oates
Employee Relations Officer
Newfoundland and Labrador Association of Public Employees
P.O. Box 884
10 Main Street
Corner Brook, NL
A2H 6H6

Dear Mr. Oates:

RE: *Contact Pay

The following employees shall continue to receive contact pay for as long as he/she is working in the College of the North Atlantic Faculty bargaining unit and is required to work at the Waterford Hospital or Her Majesty's Penitentiary:

Donna Kavanagh
John Kelly
Wendy Monk

Yours truly,

SUSAN RUMSEY
Chief Negotiator

This is not the official version.