

**COLLECTIVE AGREEMENT**

**between**

**LOCAL 18, TEACHERS BARGAINING UNIT  
NOVA SCOTIA GOVERNMENT & GENERAL EMPLOYEES UNION**

**and**

**BOARD OF GOVERNORS  
CAPE BRETON UNIVERSITY**

**EFFECTIVE  
NOVEMBER 1, 2015 TO OCTOBER 31, 2018**

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## **Article 1 - Purposes of this Agreement**

- 1.01 The Parties acknowledge that those objectives and purposes of the University, as an institution of higher and applied learning, which are relevant to their relationship, are the attainment of high standards of academic achievement, the advancement of learning, and the pursuit, dissemination and application of knowledge.

The Parties and the individuals whom they represent recognize and agree that they each, collectively and individually, have a responsibility to encourage within the University a climate of intellectual freedom, responsibility, and mutual respect which is conducive to the achievement of these objectives and purposes.

- 1.02 The Parties agree that other purposes of this Agreement are to establish specific contractual provisions, to promote and maintain harmonious and fair relationships between the Parties, and to provide means acceptable to both parties for settling disputes that may arise between them from time to time.
- 1.03 The Cape Breton University is dedicated to pursuing innovative goals made possible by the unique combination of educational and other resources available in the University. This Agreement is intended to provide the flexibility of operation necessary to achieve these goals. The emerging patterns of programs within the University require assignment of teaching duties across the normal lines with another academic bargaining unit.
- 1.04 Existing practices or procedures of personnel not covered by this Agreement performing work similar to that done by employees in the Bargaining Unit shall not be changed by this Agreement, provided that this does not cause the layoff of any employee in the Bargaining Unit.

## **Article 2 - Definitions**

- 2.01 (a) "Bargaining unit" means all employees in continuing full-time appointments, probationary and term employees as per Article 13.12 (a) and (b), but excluding any Dean and Administrator above that position.

The present practice of Deans teaching may continue provided this does not cause an employee in the bargaining unit to be laid off, or cause an employee's recall rights to be denied.

- (b) "Continuing full-time employment" means the employment of an employee for an indefinite ongoing duration (sometimes referred to as "permanent" employment) subject to layoff, retirement, resignation, or other termination of employment for reasons specified in this Agreement. Such employment does not include an appointment for a specified term (see Article 13.08).
- (c) "Day", unless otherwise stated, means a work day.
- (d) "Employee" means a person included in the bargaining unit.

- (e) "Employer" means the Board of Governors of the Cape Breton University or its delegated representatives.
- (f) "Instructor" shall include all levels of Instructor and Laboratory Technologist.
- (g) "Lay Off" means a suspension of active employment as a result of a reduction of work required to be done by the Employer.
- (h) "Leave of Absence Without Pay" means to be absent from duty with permission, but without pay.
- (i) "Local" means Local 18 of the Nova Scotia Government & General Employees' Union.
- (j) "Lockout" means the closing of a place of employment, a suspension of work, or a refusal by the Employer to continue to employ a number of his employees, done to compel his employees, or to aid another Employer to compel his employees to agree to terms or conditions of employment.
- (k) "Resignation" means voluntary termination of employment initiated by an employee.
- (l) "Rest Period" means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
- (m) "Same Sex and Common Law Spouse" – Spouse means husband or wife; or in the case of a same sex or common law spouse means a person who, for at least a one year continuous period, lives with an employee in an intimate relationship.
- (n) "Seniority" means total accumulated continuous employment within the bargaining unit from date of hire. The date of hire shall be the commencement date of the most recent period of continuous employment in a position in the bargaining unit subject to the attached Schedule "IV" listing seniority of employees in the bargaining unit. Continuity of employment will be broken by any period of loss of employment, other than layoff, of thirty (30) calendar days or more.
- (o) "Service" means the total of years of employment with the Employer (in positions in the bargaining unit and outside of the bargaining unit) where there is no break in such employment of two (2) years or greater and shall be used with respect to those benefits of this Agreement which are based upon service. No period of employment which is less than eight (8) continuous months shall be counted as service and a period of employment of eight (8) continuous months or more within any twelve (12) calendar month period shall be counted as one year's service.

e.g. Employee is employed in a non-bargaining unit position from 1988 - 1994, both dates inclusive, has a break in service, is re-employed for a five (5) month term in 1998, has a further break in service, then is re-employed for a period of eight (8) months within the period September 1999 - September 2000, has a further break in service and is then re-employed in a bargaining unit position

continuously from January 1, 2001 to December 31, 2002. That employee's service total as of December 31, 2002, is calculated as follows:

- i) 1988 -1994 – does not count because of greater than two (2) year break in service before next employment;
- ii) 1998 - five (5) month term - does not count because it is less than eight (8) months in duration;
- iii) September 1999 - September 2000 - eight (8) month employment counts as one (1) years' service;
- iv) January 1, 2001 - 31 December 2002 - counts as two (2) years' service.

Total service as at December 31, 2002 = 3 years.

The following exception will apply to the above. An employee whose employment is terminated under Article 39 and who receives severance or both severance and service award and who is subsequently rehired by the Employer will begin to accrue service as of the new date of hire even if the break in employment was less than two (2) years.

If an employee resigns and is subsequently re-employed at the University, the new service date will be the new date of hire.

- (p) "Strike" means a cessation of work, or refusal to work, by employees in combination or in concert or in accordance with a common understanding.
- (q) "Termination" means the separation of an employee from his employment with the Employer.
- (r) "Union" means the Nova Scotia Government & General Employees Union.

2.02 Unless any provisions of this Agreement otherwise specify, words in the masculine gender shall include the female gender and words in the female gender shall include the male gender.

2.03 This Collective Agreement will be the agreement under which all negotiable items are bargained.

### **Article 3 - Recognition**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for employees in the bargaining unit.

3.02 It is agreed that where this Agreement specifies official written communication between the Employer and the Union, such communication will be effected by the Union when it sends such communication to the Director, Human Resources of the Employer or

his/her delegate and by the Employer when it sends such communication to the Employee Relations Officer or his/her delegate, together with a copy to the President of Local 18, Nova Scotia Government & General Employees Union.

- 3.03 The provisions of this Agreement are binding on the Employer, the Union and the employees.
- 3.04 No member of the bargaining unit shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the terms of this Agreement.

#### **Article 4 - Future Legislation**

In the event that any law passed by the Legislature, applying to the employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

#### **Article 5 - No Discrimination**

The Parties agree that there will be no discrimination on the basis of:

race  
religion  
colour  
sex  
national origin  
creed  
marital status [including same sex spouses as defined in Article 2.01(m)]  
family status  
age  
political belief, affiliation or activity  
physical or mental disability  
ethnic or aboriginal origin  
sexual orientation  
place of residence  
HIV status  
source of income  
first language  
membership or legal activity in the Union

except where, as recognized by the *Nova Scotia Human Rights Act*, any of the aforementioned bases is either a bona fide qualification or reasonably precludes performance of the employee's duties and responsibilities, or is a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society, subject, however, to the Parties' respective duties to accommodate.

## **Article 6 - Management**

- 6.01 It is the exclusive function of the Employer to manage, which, subject to the terms of this Agreement, and without limiting the generality of the foregoing, includes the right to determine employment, appointment, complement, organization, work methods and procedures, kinds and location of equipment, size, location and arrangement of work space, discipline and termination of employment, assignment, classification, job evaluation system, merit system, training and development, appraisal, and the principles and standards governing promotion, demotion, transfer, layoff, and reappointment.
- 6.02 All the functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 6.03 Subject to relevant legislative requirements for employees and the Union, it is the exclusive function of the Employer to enforce safety and other regulations.

## **Article 7 - Strikes and Lockouts**

- 7.01 The Union will not sanction, encourage, or support, financially or otherwise, a strike by the bargaining unit or any of its members during the term of this Agreement.
- 7.02 The Employer shall not cause a lockout during the term of this Agreement.

## **Article 8 - Meeting and Bulletin Board Space**

- 8.01 The Employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.
- 8.02 The Employer shall, where facilities permit, make available to the Union specific locations on its premises for the placement of bulk quantities of literature of the Union.
- 8.03 The Employer shall, on reasonable notice, allow Union meetings to be held on the premises.
- 8.04 The Employer agrees to provide a filing cabinet and space for such filing cabinet accessible to and for the sole use of Local 18 Teachers.

## **Article 9 - Information**

- 9.01 The Employer agrees to supply each employee of the bargaining unit with a copy of this Agreement, within thirty (30) days, following the signing of this Agreement. The Employer shall provide each new employee with a copy of the Collective Agreement upon hiring.
- 9.02 A person shall be advised in writing as to whether his/her appointment is probationary, continuing full-time or term.



- 9.03 On request, the Employer will provide an employee with a statement of the total Group Life Insurance currently in force for such employee.
- 9.04 The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may reasonably be required by the Union for collective bargaining purposes.

#### **Article 10 - Stewards**

- 10.01 The Employer acknowledges the right of the Union to appoint up to four (4) employees as stewards, the names of whom the Union will provide to the Employer in writing on a current basis.
- 10.02 The Union shall determine the jurisdiction of each steward having regard to the plan or organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 10.03 It is understood that the stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be presented and serviced as soon as possible and that, if it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving, and obtaining the Employer's permission. Permission will not be unreasonably withheld. The steward shall report back to his Employer before resuming the normal duties of his position.

#### **Article 11 - Checkoff**

- 11.01 The Employer shall, as a condition of employment, deduct from the bi-weekly pay of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- 11.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee mentioned in Article 11.01.
- 11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will start with the first bi-weekly pay period of employment.
- 11.04 The amounts deducted in accordance with Article 11.01 in each month shall be remitted to the Secretary-Treasurer of the Union within ten (10) days of the date of the last deduction made in that month, and shall be accompanied by particulars identifying each employee and the deductions made on his behalf and a copy sent to the President of the Local.
- 11.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

- 11.06 The Employer shall advise the Local President of the appointment of each new probationary or continuing full-time employee, or of the cancellation or termination of each such appointment within five (5) work days after the date of such appointment, cancellation, or termination, unless circumstances warrant an extension of this period.

## **Article 12 - Time Off for Union Business**

### 12.01 Leave Without Pay

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted for union business:

- (a) to a reasonable number of employees who are members of the Board of Directors of the Union for attendance at Board meetings;
- (b) to a reasonable number of employees who are delegates to attend conventions of the Union's affiliated bodies including, NUPGE, CLC, and the Nova Scotia Federation of Labour;
- (c) to a reasonable number of employees who are members of standing Committees of the Union to attend meetings of such standing Committees;
- (d) to a reasonable number of employees who are members of the Executive of the Nova Scotia Federation of Labour to attend Executive Meetings of the Nova Scotia Federation of Labour.
- (e) to members of the bargaining unit Negotiating Committee of the Union for attendance at a reasonable number of Committee meetings;
- (f) to a reasonable number of employees to attend educational programs sponsored by the Union.

Permission for such leave shall not be unreasonably withheld.

### 12.02 Unpaid Leave Cost Recovery

The Employer will continue the salary and benefits of employees who are granted leave without pay in accordance with Article 12.01 and the Union will reimburse the Employer for its employee costs in respect of such leaves in accordance with existing practice.

### 12.03 Annual Convention/Collective Bargaining Workshop

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without loss of pay for periods not exceeding two (2) days and special leave without loss of pay for travelling time for such portion of the working day prior to and following the meeting as may be required to a reasonable number of employees who are elected or appointed as registered delegates to

attend the annual Convention/Collective Bargaining Workshop of the Union. Permission for such leave shall not be unreasonably withheld.

- (b) The Union shall notify the Employer of the names, including the Department in which the employee(s) is employed, of the registered delegates to the Annual Meeting or Collective Bargaining Workshop of the Union at least three (3) weeks in advance of the meeting.

#### 12.04 Contract Negotiations

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay for not more than four (4) employees for the purpose of attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

#### 12.05 Arbitration and Joint Consultation

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay to employees who are:

- (a) summoned to attend as a witness before an arbitration board;
- (b) meeting with management in joint consultation pursuant to Article 24.

#### 12.06 Grievance Meetings

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without loss of pay to an employee for the purpose of attending grievance meetings with the Employer.

#### 12.07 No Loss of Service and Seniority

While on leave for Union business pursuant to this Article, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous.

#### 12.08 Information and Alternative Arrangements

- (a) For better certainty, the Union will confirm to the Employer its authorization of the leaves in writing, including the names of employees to be granted leaves under Article 12.01, 12.03, 12.04, and 12.05(b), and the beginning and end dates of such leaves.
- (b) The employees, prior to being granted leave under this Article, will make alternative arrangements to have their job responsibilities attended to during their absence in a manner suitable to the Employer.

## Article 13 - Appointments

### 13.01 Probationary

An employee appointed to a probationary appointment shall be on probation for a period not to exceed twelve (12) months, subject however, to the right of the Employer, in its discretion, to extend the probationary period for up to an additional twelve (12) months.

All probationary employees must complete the prescribed teacher training, as outlined below, within their probationary period. Permanent appointment will not be confirmed if such training has not been completed.

Teacher training includes the following Workshops and short training programs aimed at improving teaching, specifically:

- The CBU University Teaching Program (totalling 30 hours) and
  - Additional workshops developed in consultation with Members, the Deans and the Coordinator of the Teaching and Learning Centre (totalling 8 hours).

13.02 The Employer may terminate a probationary appointment at any time.

13.03 The Employer shall, after an employee has served in a position on a probationary basis as defined in 13.01, confirm the appointment on a continuing full-time basis.

13.04 If the employment of an employee appointed to a position on a probationary basis is to be terminated for reasons other than deliberate misconduct or disobedience or neglect of duty, the Employer shall advise the employee and the Union in writing not less than ten (10) days prior to the date of termination.

13.05 Where less notice in writing is given than provided for employees terminated in accordance with the provisions of Article 13.04, the employee shall continue to receive his pay for the number of days prior to the date of termination.

13.06 An employee in a position on a probationary basis shall be given the reasons for termination in writing, if he so requests, within the period of notice pursuant to Article 13.04.

13.07 The Employer shall confirm the appointment as continuing full-time on the effective date of the subsequent appointment of a continuing full-time employee whose employment is terminated for any reason and who is re-appointed to his former position within a year from the date of such termination. In this case, the term "former position" refers to the same block in the organization chart of the Department where the employee was previously employed.

### 13.08 Term Appointments

A specified term appointment may be made only:

- (a) to replace an employee who is on extended leave or leave of absence, including leave to take a non-bargaining unit position with the Employer;
- (b) for a special assignment of limited duration;
- (c) in circumstances where the activity for which the employee is engaged is terminal and of predictable duration;
- (d) to make appointments for such other reasons as may be agreed upon by the Union, which agreement will not be unreasonably withheld.

Notwithstanding clause 3.04 and subject to clause 13.09, the term of such an appointment, if agreed to by the affected employee, may be extended by the University on the same terms and conditions as in the original appointment or such other terms as they may agree with the consent of the Joint Committee. The Union will be advised in writing of the initial appointment or the extension or early termination of an appointment.

13.09 If an employee is appointed to term appointments resulting in a total combined period of sixteen (16) months or more within three (3) consecutive years, at the end of the individual's last appointment, the Employer will either:

- (a) not employ the individual further;
- (b) appoint the individual to a probationary-continuing full-time appointment position pursuant to Article 13.01; or
- (c) appoint the individual to one, and only one, further specified term appointment not to exceed eight (8) months with the written approval of the Union, which approval will not be unreasonably withheld.

The above provisions will not apply in situations where:

- i. the term employee is a replacement for an employee who is on LTD. In such a situation, the Employer will advise the Union when a term employee is hired to replace an employee on LTD.
- ii. the term employee is a replacement for any employee who has assumed a non-bargaining unit position with the Employer. In that case, the term will be limited to a five (5) year period.
- iii. **the term employee is a replacement for any employee who has assumed public office. In that case, the term will be limited to a five (5) year period in accordance with Article 15.11.**

13.10 The Employer may terminate a term appointment at any time. If the termination is for reasons other than just cause or unsatisfactory performance, the employee shall receive one (1) week's pay for each month or part thereof of the unexpired term of the appointment.

13.11 (a) An individual holding a term appointment of eight (8) months but less than twenty-four (24) months duration, while not eligible to participate in the University Pension Plan, shall be eligible, if he so requests in writing on the form available for such purpose, to have deducted from his pay an amount equal to the University normal employee pension contributions (currently a minimum of 5%) which, when matched by the Employer (currently 7.5%), shall be deposited at least twice during the term of the appointment into a registered retirement savings plan (**RRSP**) arranged by the University. Such employee and matching Employer contributions

shall commence and be effective only after receipt by the Employer of such written request.

An individual holding a term appointment of twenty-four (24) consecutive months or longer will be required to join the University Pension Plan as per the terms of the Plan.

**(b) Should the individual not qualify for an RRSP under the terms of the Canada Revenue Agency, he/she will be eligible for an alternate arrangement using a non-registered product as determined by the Employer.**

**(c)** An individual holding a term appointment of twenty-four (24) consecutive months or longer will be required to join the University Pension Plan as per the terms of the Plan.

**(d)** Term employees holding appointments of eight (8) continuous months or more may participate in the University's supplementary health and dental coverage as per Article 18.01.

13.12 (a) Where a specified term appointment is for a period of five (5) consecutive calendar months or more, the employee shall be a member of the bargaining unit from his initial date of appointment.

(b) If the initial appointment is for a period of less than five (5) consecutive calendar months and the appointment is extended or renewed, the employee shall become a member of the bargaining unit upon completion of five (5) consecutive months of employment and shall be credited with service from his initial date of appointment.

13.13 Term employees shall not be covered by the lay-off and recall provisions set out in Article **39**.

13.14 A holder of a term appointment made to teach only on an individual course basis shall not be subject to clauses 13.09, 13.11, and 13.12 of this Article, nor be a member of the bargaining unit.

#### **Article 14 - Vacation**

14.01 All employees shall be entitled to receive annual vacation leave with pay:

i) each year during his first one hundred twenty (120) months of service at the rate of one and one quarter ( $1\frac{1}{4}$ ) days for each months of service; and

ii) each year after one hundred twenty (120) months of service at the rate of one and two thirds ( $1\frac{2}{3}$ ) days for each month of service; and

iii) upon reaching eighteen (18) years service an employee shall be granted five (5) weeks, or twenty-five (25) days vacation.

14.02 The vacation year shall be April 1 to March 31.

- 14.03 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional settlement of less or more than one half (1/2) day, the entitlement shall be increased or decreased to the nearest half day.
- 14.04 An employee shall be granted vacation leave at such time during the year as the Employer determines.
- 14.05 (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of his vacation preference as soon as possible for the following vacation year but before May 1 of each year.
- (b) Preference in vacation schedule shall be given to those employees with greater length of service as defined in Article 2.01(o) within the bargaining unit provided the provisions of Article 14.05(a) are adhered to.
- 14.06 An employee, upon separation from the Employer, shall compensate the Employer for vacation taken but to which he was not entitled. Also, the Employer must compensate the employee for any unused vacation to day of separation.
- 14.07 Where operational requirements permit, an employee may use one week of his normal vacation entitlement during the period January 1st to April 30th.

### **Article 15 - Special Leaves**

- 15.01 The Employer, in any one year, may grant an employee special leave with pay or without pay for such a period as it deems circumstances warrant.
- 15.02 Bereavement Leave
- (a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, stepfather, stepmother (or close relative who acted in the capacity of a parent), legal guardian, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse, child or ward of the employee, and a relative permanently residing in the employee's current household or with whom the employee permanently resides.
- (b) Every employee shall be entitled to special leave with pay up to a maximum of **three (3)** days in the event of the death of the employee's grandparents or **grandchild**.
- (c) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of the death of the employee's brother-in-law, sister-in-law.
- (d) In addition to the above, an employee may be granted up to one (1) day for travel and shall be paid for the travel day which is not a regularly scheduled day of rest.

- (e) In cases where extraordinary circumstances prevail, the Employer may grant special leave for bereavement in addition to the above as he determines necessary.
- (f) The above entitlement is subject to the proviso that proper notification is made by the employee to the Employer.

### 15.03 Court Leave

Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - i) in or under the authority of a court; or
  - ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or
  - iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

### 15.04 Pregnancy and Parental Leave

#### 15.04.1 General

In accordance with legislation, each employee is entitled to a maximum combined unpaid pregnancy and parental leave of fifty-two (52) weeks.

#### 15.04.2 Pregnancy Leave

- (a) A pregnant employee, who has been employed with the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.
- (b) The employee must provide as much notice as possible of the expected date of the leave and the expected return to work date. Except in exceptional circumstances where these dates may require amendment, notice of no less than one (1) month before the due date will be provided.
- (c) The employee is required to provide a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.
- (d) Pregnancy leave shall commence no later than the date of birth.
- (e) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.



- (f) An employee shall have the right to continue her regular duties during pregnancy provided that she is able to adequately perform them.
- (g) In the event of an illness of an employee arising out of, or associated with her pregnancy prior to the commencement of, or the ending of, maternity leave, sick leave with pay may be granted in accordance with the provisions of Article **43**.
- (h) An employee on pregnancy leave shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return. Where an employee reports for work upon the expiration of the pregnancy leave period, she shall be permitted to resume work in the same or comparable position to that which she held prior to commencement of the leave.

#### 15.04.3 Parental Leave/Adoption Leave

- (a) An employee who has been employed with the University for at least one (1) year, and who becomes a parent of one or more children, is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. An employee who has completed her pregnancy leave will only be entitled to an additional thirty-five (35) weeks of unpaid parental leave. Parental/adoption leave benefits are available for a parent in accordance with the applicable legislation.
- (b) Where an employee takes pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.
- (c) Where an employee did not take pregnancy leave, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children or the arrival of the child or children in the employee's home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee's home, whichever is earlier.
- (d) In cases of birth, an employee intending to take parental leave shall inform her/his managing supervisor and the Director, Human Resources as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave, or as much notice as possible. In cases of adoption, the employee shall provide as much notice as possible.
- (e) An employee on parental leave shall give written notice to the Employer of her/his intention to return to work at least four (4) weeks prior to her/his expected date of return. Where an employee reports for work upon the expiration of the parental leave period, s/he shall be permitted to resume work in the same or comparable position to that which s/he held prior to the commencement of the leave.

#### 15.04.4 Supplemental Benefit

- (a) An employee who commences pregnancy and/or parental or adoption leave pursuant to this agreement and who provides the Employer with proof that s/he has applied for and is eligible to receive employment insurance (EI) benefits, is entitled to supplemental benefits (salary top-up) as follows:
  - (i) For Pregnancy Leave:
    - (a) 95% of the employee's full pay for the first two (2) weeks (EI waiting period) of Pregnancy Leave.
    - (b) For the remaining fifteen (15) weeks, an amount which combined with EI benefit and any other earnings from employment, will equal 95% of the employee's regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Pregnancy Leave.
    - (c) All amounts paid under this article will be subject to normal income tax, CPP deductions and any continuing benefits deductions.
  - (ii) For Parental/Adoption Leave:
    - (a) For a maximum eight (8) weeks of parental leave, an amount which combined with EI benefit and any other earnings from employment, will equal 95% of the employee's regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Parental Leave (or Pregnancy Leave if applicable). A two (2) week waiting period may apply depending on the employee's circumstances.
    - (b) All amounts paid under this Policy will be subject to normal income tax, CPP deductions and any continuing benefits deductions.
    - (c) In case of adoption, the University shall grant the employee a leave of absence without pay to a maximum leave provided by legislation and the employee requesting such leave must submit documentation from the adoption agency.
    - (d) An employee on pregnancy and/or parental/adoption leave shall continue to accrue service and seniority during the period of the leave, however, credit for vacation accrual shall only apply for the period of the supplemental benefit. Employees shall be entitled to continue participation in benefit and pension plans, upon confirming their continuity according to existing University policy. The employee must arrange to pay for this coverage in advance of the unpaid leave to be taken. The Employer's cost share of all benefits will continue throughout the payment period of the Supplemental Benefit (Top-up).

- (e) The Employer will not reimburse the employee for any amount she is required to remit to Human Resources Development Canada, where her annual income exceeds one-half (1/2) times the maximum yearly insurable earnings under the *Employment Insurance Act*.

15.05 Leave for Birth or Adoption of a Child

On the birth or adoption of a child, the parent who has not applied for parental leave benefits or is not in receipt of Employment Insurance benefits, shall be granted special leave with pay up to a maximum of three (3) working days which may be divided and taken in up to three (3) separate days. The leave shall be arranged in consultation with the managing supervisor and the Director, Human Resources and must be taken within four (4) months of the birth or adoption. Notice of intention to take such leave shall be given as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave. Should the employee later decide to apply for parental/adoption leave benefits, the benefit from the Employer shall be reduced by any days already taken pursuant to this sub-article.

15.06 Leave for Family Illness

In the case of illness of a member of an employee's immediate family, meaning his/her husband, wife, son, daughter, father, mother and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his/her supervisor, leave with pay of up to three (3) days for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided in Article 43. The Employer may require proof of the need for such leave as it considers necessary.

15.07 Leave for Emergency

An employee shall, upon request, be granted leave of absence with pay up to two (2) days for a critical condition which requires his personal attention resulting from an emergency (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when he is normally off duty. The Employer may require proof of the need for such leave as it considers necessary.

15.08 Leave for Adoption of Child

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay pursuant to clause 15.04 hereof. The employee shall have to furnish proof of adoption. Where both parents are Cape Breton University employees, the employees will decide which of them will apply for the leave.

15.09 Personal Leave

Upon request, the Employer may grant an employee leave of absence without pay for personal reasons, if departmental schedules permit. The granting of such leaves shall not be unreasonably withheld. The period of such leaves will not be included for the

purposes of the increment provided for in Article **37.08**, which increment shall be deferred for a period equal to the duration time of such leave. In addition, the employee shall not accumulate any seniority and normally not accrue service towards any service-based benefits unless the leave is granted to allow the employee to assume a temporary non-bargaining unit position with the Employer. The employee may continue benefits coverage during such leave subject to the terms of the benefits plans and provided he/she pays both Employer and employee portions of the required premiums.

#### 15.10 Leave for Storms

In the event that storm or other circumstances interrupt the normal operation of the University, essential services will be maintained and management will exercise discretion in determining the employee's necessity to maintain such services. Employees who are not required to be at work shall not lose pay. If the University maintains normal operations notwithstanding storm or other like circumstances, employees will make every reasonable effort to attend their normal work responsibilities.

#### 15.11 Leave for Public Office

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days, and a minimum period of sixty (60) days;
- (b) for employees elected to a public office for a maximum period of five (5) years;
- (c) at the conclusion of such leaves, the employee shall be allowed to return to his/her former position, or if such position no longer exists, to an equivalent position.

#### 15.12 Leave to Assume Temporary Non-Bargaining Unit Employment with the Employer

Where an employee in the bargaining unit assumes a non-bargaining unit position with the Employer, the Joint Committee will meet and discuss the consequences of the leave on the bargaining unit.

Where an employee in the bargaining unit assumes a non-bargaining unit position with the Employer, that employee must return to the bargaining unit no more than five (5) years after assuming the non-bargaining unit position or forfeit all union status including seniority. During such absence from the bargaining unit, the employee will not accumulate bargaining unit seniority.

#### 15.13 Compassionate Care Leave

Employees who have been employed for at least three (3) months are entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support for a family member as defined by Regulations made pursuant to the *Nova Scotia Labour Standards Code* (2003 Section 60 E) where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within the next twenty-six (26)

weeks. The leave may be broken up into separate periods of no less than one-week blocks.

## Article 16 - Holidays

16.01 The holidays for employees shall be:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) One (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or where no such additional day is recognized as a provincial or civic holiday, the first Monday in August.
- (l) One-half (½) day beginning at 12:00 noon on Christmas Eve Day.
- (m) Any other day, or part of a day, declared by the Employer or the provincial or federal governments to be a holiday for all employees.

16.02 When a day designated as a holiday coincides with the employee's day of rest, the Employer shall grant the holiday with pay on either:

- (a) the working day immediately following his day of rest; or
- (b) the day following the employee's annual vacation, or another day mutually acceptable between the Employer and employee.

16.03 Where a day that is designated a holiday for an employee as defined in Article 16.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

16.04 Where a day that is designated a holiday, as defined above, falls within a period when the employee is on sick leave as defined in Article 43, he shall be deemed to have received full credit for the holiday.

16.05 Compensation for Work on a Holiday

Where an employee is required to work on a paid holiday, as defined in Article 16.01, he will receive compensation equal to two and one-half (2½) times his regular rate, as follows:

- (a) compensation at time and a half (one and one-half times regular rate), including holiday pay, for the hours worked on the holiday; and

- (b) time off with pay in lieu of the holiday on an hour-to-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

## **Article 17 - Professional Development**

### 17.01 **Purpose and Funding Commitment**

- (a) The Employer recognizes that it is in the interests of employees, students and the Employer that employees be given opportunity by the Employer to pursue professional development activities through academic or technical studies, pure or applied research, or participation in industry or in the community where such activities will enhance the qualifications and/or abilities of the employees to fulfil their employment/professional responsibilities.
- (b) The Employer commits to provide sufficient funding annually to allow for meaningful professional development opportunities for the employees.

### 17.02 **Professional Development Resources Allowance (“the Allowance”)**

The Employer will reimburse an eligible employee up to \$850 **(as of April 1, 2016 reimbursement will be up to \$1,000.00)** per fiscal year of the University for expenses he incurs for eligible professional development expenses (“eligible expenses”), upon provision to the University of suitable receipts subject to the following terms and conditions:

- (a) The funds for such allowances will be administered by the School Deans.
- (b) For purposes of this clause, eligible expenses include:
  - i) memberships in relevant professional or technical organizations;
  - ii) subscriptions to journals or like publications (including, where appropriate, in electronic form) relevant to the employee’s discipline;
  - iii) purchase or lease of books, software and manuals relevant to the employee’s discipline;
  - iv) other similar relevant resources.
- (c) Employees may submit a claim for reimbursement of eligible expenses once in any fiscal year (April 1 to March 31) **and such claim will include receipts for expenses incurred within that fiscal year and will be considered the PD claim for that year.** Original receipts for eligible expenses must be submitted in support of the claim.

**A grace period of two weeks following the March 31 cut-off will be allowed and submissions made during the grace period will be considered on time for the year ending March 31.**

**Claims submitted after April 14 of any year will not be considered.**

**If an employee wishes to make a claim for PD that is not specifically noted under article 17.02 (b), but considers it may fall under 17.02 (b) (iv) “other similar relevant resources”, the employee must contact the Dean in advance to seek clarification on whether or not the claim will be approved.**

**The Parties agree to abide by any ruling of the Canadian Revenue Agency (CRA) made with respect to the provisions of this article.**

Term employees whose appointment is for eight (8) months or more are eligible only for this Allowance.

### 17.03 Professional Development Leave

Employees may apply for and the Employer shall grant professional development leave (“PDL”) subject to the following terms and conditions:

- (a) Such leaves will be for not less than one (1) full academic term [in exceptional cases, consideration may be given to a period shorter than one (1) full academic term] and not more than twelve (12) months in duration (in exceptional cases, consideration may be given to a period greater than one (1) year either on initial application or an extension of an existing leave);
- (b) Only employees in continuing full-time employment who have completed their probationary period may apply for PDL. Employees who have received a PDL of twelve (12) months or more in duration will not be eligible for a further PDL of that length until five (5) years after completion of the first PDL;
- (c) Applications for PDL will be submitted in writing by the employee to her School Dean by not less than nine (9) months (in exceptional or unforeseen circumstances, provided budgetary and operational circumstances permit, consideration may be given to an application made on lesser notice), prior to the proposed commencement date of the leave and shall contain a detailed statement of the nature, purpose, and perceived benefits to the University and the employee of such PDL;
- (d) Factors to be taken into account by the University in assessing merits of applications include:
  - i) relevance to the curriculum and programme directions of the University;
  - ii) the likelihood that such PDL will enhance the employee’s qualifications and/or abilities to better perform his employment responsibilities.

If the number of applications being considered for PDL exceeds two (2) in any year, then the Employer shall consider:

- i) the length of the employees’ most recent continuous service at the University;
- ii) the length of time since the employees last had a PDL (or education, sabbatical, or industrial leave under a former Collective Agreement).

- (e) Where, following assessment of the factors referred to in the above paragraphs, there are candidates for such leave who would otherwise have applications of sufficient merit to be granted a PDL (“eligible employees”) except that there is insufficient funding or operational reasons why some of such leaves cannot be granted, the following additional factors will be taken into account to determine which of such candidates’ leaves may be granted.
- i) other professional development activities that the employees have participated in;
  - ii) the length of the employees’ most recent continuous service at the University;
  - iii) the availability of external funding to support all or part of the employees’ proposed PDL;
- (f) If more than one (1) employee from a Department, subdepartment, or programme area is an eligible employee whose PDL would otherwise have been granted, but the Employer is unable, with the cooperation of the employees in that Department, subdepartment, or programme area, or otherwise, to arrange suitable and reasonable economical replacements for the periods of the proposed leaves to maintain satisfactory program delivery in that Department, subdepartment, or programme area, the second and subsequent eligible employees may have their PDL requests deferred.
- (g) During a PDL, an employee shall be entitled to receive salary support as follows:

<u>Years of Continuous Service</u>	<u>% of Regular Salary</u>
less than eight (8) years	75%
eight (8) years or more but less than ten (10) years	85%
ten (10) years and over	100%

Where the PDL is for a short term compressed course of approximately one (1) month’s duration, and the eligible employee is otherwise not entitled to 100% salary support, additional salary support shall be considered.

Such support, together with any external funding obtained, for example, from a granting agency or industry, to support all or part of the PDL, shall not, unless there are exceptional circumstances, exceed the employee’s normal regular salary during the period of such leave (the employee is obligated to report to the University all such external funding).

Employees on PDL will continue to accrue seniority and pay union dues and, subject to approval of the benefit carriers, have benefits and pension coverage upon making the usual premium contributions.

- (h) Upon completion of the PDL, the employee is required:
- i) to return and work for the Employer for a period at least equal to twice the duration of the PDL;



- ii) to provide a written report on the PDL including making a presentation thereon within the University as the employee's School Dean may determine.
- (i) All applicants for PDL will be notified in writing by the appropriate official of the University as to the disposition of their applications for PDL as soon as is reasonably practicable bearing in mind the need to treat fairly the entire group of applicants for PDL. Where a PDL is denied or deferred, such notification shall contain reasons for the denial.
- (j) The University may propose a particular PDL for an employee; however, the employee shall not be obligated to take such PDL except where a PDL is necessary to obtain qualifications the obtaining of which were part of an employee's initial terms of appointment. Where the University determines that a particular PDL is necessary to meet programme or other like needs, the employee concerned will not unreasonably withhold his agreement to take such PDL. In the case where the University proposes a PDL, the University shall determine the required qualifications and, in consultation with the employee, the most appropriate time and most cost effective means to obtain same. During such PDL, the employee's regular salary, benefits and pension shall be maintained as if he were in active employment at the University and not on leave. In addition, the University shall pay the full cost of the educational programme and the employee's reasonable travel and living expenses associated therewith upon provision of suitable receipts.
- (k) In the event that, solely for budgetary or other operational limitations, employee PDL applications are denied or deferred, such employees shall be given preferential consideration in the next succeeding year if they apply in that year.
- (l) The University shall advise the Union in writing of the names of the successful applicants for PDL and the duration of their leaves.
- (m) The University may grant additional financial assistance to employees to participate in educational programmes at other institutions during a PDL;
- (n) The University may consider applications for PDL of duration in excess of twelve (12) months. If such PDL is granted, group benefits and pension coverage may be continued for the employee if approved by the carriers of such benefits and pension plans upon the employee making the usual premium contributions. For clarity purposes, the employee who is on PDL will accumulate seniority rights for only the first twelve (12) months the employee is receiving PDL.

17.04 Conferences, Seminars and Workshops (referred to collectively for ease of reference as "conferences")

Up to \$20,000 in each fiscal year will be made available to finance employees' attendance at conferences subject to the following terms and conditions:

- (a) The School Dean may grant any necessary leave together with financial assistance to eligible employees in his School to attend conferences relevant to

the employee's discipline, if budgetary, operational, and other relevant factors reasonably permit.

- (b) In assessing applications for attendance at such conferences priority shall be given to employees who are:
  - i) presenting a paper or report at the conference;
  - ii) participating on a panel at the conference;
  - iii) attending for the purpose of strategic advantage to the University.
- (c) The Dean shall advise employees of the disposition of their applications as soon as is reasonably practicable.
- (d) The successful applicants shall provide a report concerning their activities and suitable receipts for expenses for which reimbursement is sought.

#### 17.05 External Educational Assistance

Employees may apply to their School Deans for financial assistance to participate in external educational activities, e.g. programs and courses offered by educational institutions other than the University.

### **Article 18 - Group Benefits**

18.01 Each continuing full-time employee in the bargaining unit shall participate in the following group benefits of the University:

- Supplementary Health and Dental
- Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Long Term Disability
- Travel Insurance

Term employees holding appointments of eight (8) continuous months or more may participate in the University Supplementary Health and Dental coverage.

18.02 If the University proposes to change any of the foregoing group benefits, it will do so only after prior consultation with the Union.

18.03 Where a continuing full-time employee in the bargaining unit has been on long term disability for at least two (2) continuous years and the Employer determines it necessary to fill his/her position on a continuing full-time basis, the following shall apply:

- (a) the position shall be posted and/or filled by a continuing full-time employee in accordance with the relevant provisions of the Collective Agreement; and
- (b) if, within a further period of up to two (2) years, the employee returns from LTD, he shall resume in his/her former position and the employee who was appointed to

perform the duties of the employee on LTD shall resume his status immediately prior to obtaining such appointment.

### **Article 19 - Employee Documentation**

- 19.01 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood, a copy of which shall be given to the employee.
- 19.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- 19.03 Notice of a disciplinary action which may have been placed on the personnel file of an employee shall not be used in relation to any subsequent disciplinary action against that employee if four (4) years have elapsed since the disciplinary action referred to in such notice took place and no further disciplinary action has been recorded during that period.
- 19.04 Upon written request of an employee, and reasonable notice, the personal file for that employee may be made available at least once per year for his examination in the presence of the responsible administrator.
- 19.05 Documents submitted by third parties, which are deemed confidential by management and the author shall not be made available to the employee. Other documents submitted by third parties shall be available to the employee.

### **Article 20 - Discipline and Discharge**

- 20.01 (a) No employee shall be disciplined or discharged except for just and sufficient cause.
- (b) Where a supervisor intends to interview an employee as part of an investigation that may result in disciplinary action, every reasonable effort shall be made to notify the employee in advance of the interview so that the employee, if he so desires, may contact and have present during the interview his steward. If the employee concerned is a steward, he shall have the right to have another representative of the Union present, if he so desires. Provided the Employer has acted in good faith, failure to have such steward present will not invalidate any disciplinary action taken against the employee.
- 20.02 Where an employee is disciplined by suspension without pay, or by discharge, the Employer shall, within two (2) weeks following the suspension or discharge, notify the employee and Local President in writing of the reasons for the suspension or discharge.
- 20.03 Under extenuating circumstances, an employee may be suspended immediately by his immediate supervisor.

20.04 Where an employee alleges that he has been suspended or discharged in violation of Article 20.01, he may within ten (10) days of the date on which he was notified in writing, or within twenty (20) days of the date of the suspension or discharge, whichever is later, invoke the grievance procedure, including provisions for arbitration, and for the purpose of a grievance, alleging violation of Article 20.01, he shall lodge his grievance at the final level of the grievance procedure.

### **Article 21- Resignation**

21.01 If any employee desires to terminate his employment, he shall forward a letter of resignation to the Employer or delegated official not less than sixty (60) days prior to the effective date of termination, provided however that the Employer or delegated official may accept a shorter period of notice. An employee who fails to provide sixty (60) days notice of his intention to terminate his employment may have deducted from monies owed him by the Employer a sum equivalent to the salary payable to him for the period of notice which he failed to work.

### **Article 22 - Grievance Procedure**

- 22.01 (a) For the purpose of this Agreement, a grievance is defined as a claim by an employee concerning the interpretation, application or alleged violation of any clause in this Agreement.
- (b) Before invoking the formal procedure described in Article 22.03, the employee should first discuss the matter with her immediate management supervisor. At such discussion, the employee may have a steward present if so desired. The supervisor shall, within three (3) days of the discussion, provide his answer to the employee.
- (c) When any potential grievance has not been settled by the foregoing informal procedure, if the employee wishes to pursue the matter, the procedures specified in Article 22.03 shall apply.
- 22.02 (a) Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an employee is not entitled to present the grievance unless he has the approval in writing of the Union, or is represented by the Union.
- (b) In each of the following steps of the grievance procedure, the designated respondents of the Employer shall arrange a meeting or meetings, with the employee and the responsible Union steward at the earliest mutually agreeable time, but not later than the time limit provided for in the applicable step of the grievance procedure.

### 22.03 Step One

If the employee or the Union wishes to initiate a grievance they shall, within twenty (20) days of being aware of the event giving rise to the grievance, present the grievance in writing to the Dean or his designate. If the employee does not receive a reply or a satisfactory settlement within ten (10) days from the date on which he presented his grievance to the Dean or his designate, the employee may proceed to Step Two.

### Step Two

Within ten (10) days from the expiry of the ten (10) day period referred to in Step One, the employee may present his grievance in writing to the Director, Human Resources or his designate.

The Director, Human Resources or his designate shall reply in writing to the employee within ten (10) days from the date the grievance was presented to him. If the employee does not receive a reply or satisfactory settlement of his grievance from the Director, Human Resources or his designate, the employee may refer his grievance to arbitration as provided in Article 23.

- 22.04 In any case where the employee presents his grievance in person or, in any case in which a meeting is held on a grievance at any level, the employee shall be accompanied if he wishes, by a steward or other representative of the Union.
- 22.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.
- 22.06 At the request of either party to this Agreement, it may be mutually agreed to extend, in writing, the time limits specified herein.
- 22.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer's Director, Human Resources or the Local's President, as the case may be, within thirty (30) days of the date on which the matter giving rise to the grievance occurred. Where no satisfactory resolution of the dispute is reached, either party may, within a further thirty (30) days after such discussion, submit the dispute to arbitration in accordance with Article 23 of this Agreement.

## **Article 23 - Arbitration**

- 23.01 Either of the parties may, after exhausting the grievance procedure in Article 22, notify the other party within thirty (30) days of the date the final reply in the grievance procedure was or should have been received, of its desire to refer the grievance to arbitration by giving written notice of such desire within this time limit.
- 23.02 Where the parties are agreed that a matter should be referred to a single arbitrator and:
- (a) they are able to agree upon the arbitrator, then such arbitrator shall be properly notified;

(b) they are unable to agree upon the arbitrator then the Minister of Labour for Nova Scotia shall make the appointment.

23.03 (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration it shall be dealt with by an arbitration board.

(b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.

(c) The other party shall name its appointee within seven (7) days.

(d) The two (2) appointees shall select a chairperson by mutual agreement.

(e) In the event that the appointees are unable to agree upon a chairperson within seven (7) days then the chairperson shall be appointed by the Minister of Labour for Nova Scotia.

#### 23.04 Board Procedures

The Board may determine its own procedure in accordance with the *Trade Union Act*, and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation, and shall make every effort to render a decision within thirty (30) days of its first meeting.

#### 23.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Arbitration Board shall be binding, final, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.

#### 23.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Arbitration Board to reconvene the board to clarify the decision which it shall make every effort to do within seven (7) days.

#### 23.07 Expenses of Arbitration Board

(a) Each party shall pay one half ( $\frac{1}{2}$ ) of the expenses of a single arbitrator as provided by the *Trade Union Act*.

(b) Where the matter has been dealt with by the arbitration board, each party shall pay the expenses of its own appointee and one half ( $\frac{1}{2}$ ) the expenses of the chairman, as provided in the *Trade Union Act*.

23.08 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

23.09 In determining time under the foregoing procedures Saturdays, Sundays and recognized holidays shall be excluded.

**Article 24 - Joint Committee**

24.01 A Joint Committee ("JC") shall be established and will work cooperatively to deal with issues of common concern to both the Local and the Employer. The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee may make recommendations to the Parties, but it shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The JC shall consist of a maximum of four (4) representatives from each side including an Employer's Human Resources Representative and the Local President as part of the Committee who shall alternate in presiding over its meetings.

24.02 The JC shall meet at the request of either party.

24.03 The JC shall meet during scheduled normal working hours and no pay or benefits shall be lost by employees engaged in this Committee.

24.04 The Committee shall keep minutes and distribute them to Committee members prior to the next meeting for the use of the Local and the Employer recognizing the fact that some issues must be dealt with confidentially. In this respect the Committee will determine the extent of the discussions and the distribution of minutes to employees outside the Committee.

**Article 25 - Travel Expenses and Regulations**

25.01 The parties agree that employees' approved travel on Employer's business shall be at the most economical means.

25.02 Where air travel has been authorized by the Employer, it shall be at economy fares.

25.03 The Employer shall determine the conditions under which first-class airfare may be authorized.

25.04 Use of privately-owned motor vehicles by an employee travelling on Employer's business must be authorized by the Employer.

25.05 An employee who is required to use his private vehicle for transportation shall be reimbursed at the rate of 44¢ per kilometre.

Should there be an upward adjustment of the mileage rate, (per the CBU Travel Policy), during the term of this Collective Agreement, the rate as per Article 25.05 (above) will also be adjusted.

- 25.06 Reasonable accommodation expenses shall be paid on production of receipts.
- 25.07 The Employer shall reimburse employees for meal expenses incurred whilst travelling on the Employer's business at the following rates:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	\$24.00

Or a daily rate of \$48.00.

Should there be an upward adjustment of the meal rate, (per the CBU Travel Policy), during the term of this Collective Agreement, the rate as per this Article will also be adjusted.

- 25.08 The Employer shall determine the circumstances under which authorization of vehicle rental at distant locations may be granted.
- 25.09 Charges for necessary ground transportation from an airport will be reimbursed at the prevailing limousine rate at that location.
- 25.10 Other charges for necessary ground transportation relating to the Employer's business involving taxis, business buses, and train will be recompensed where approved by the Employer.

### **Article 26 – Partial Retirement**

**26.01 A full-time employee of the bargaining unit, with permanence, who is eligible for retirement under the CBU Pension Plan and who has a minimum twenty years of service at the University is eligible to apply for partial retirement for a period of up to four (4) years. At the end of the four years period, the Employee will fully retire.**

**26.02 The workload of an employee taking partial retirement shall be:**

- (a) 2/3 of the workload outlined in Article 44 at 75% of salary; or**
- (b) 50% of the workload outlined in Article 44 or full workload in accordance with Article 44 for six months of the year commencing either 1 July or 1 January each year at 55% of salary.**

- 26.03 (a) The Employer and the Employee will continue to make contributions to the Employee's Pension on the Employee's prorated salary as in Article 27.01.**
- (b) Eligibility for Group Benefits will continue in keeping with the provisions of the various Plans and based on the partial salary received. The Employee will continue on the same cost sharing basis as he/she did while working**



full-time.

- (c) Other benefit coverage will be prorated in keeping with the percentage of time worked. e.g., an Employee who has been approved for partial retirement of 50% will be entitled to 50% of PD allowance; the Employee will receive 50% of the annual vacation entitlement.
- (d) Tuition waiver benefit will continue to be available on the same basis as prior to commencing partial retirement.
- (e) Service Award will be based on actual time worked. An Employee who has been approved for a partial retirement of 50% for 4 years will accrue 2 years of service during the 4 years worked. Calculation of service award will be based on the annual base salary at the time of retirement on which the Employee's partial pay had been calculated.

- 26.04 Once an Employee opts for Partial Retirement, s/he is no longer eligible for Professional Development Leave and a Leave which has already been approved will be forfeited.
- 26.05 By October 2 of the year preceding the date she/he wishes to commence partial retirement, the Employee shall provide written notice of the his/her request to his/her Dean, with a copy to his/her Chair.
- 26.06 The Dean shall consult with the Department regarding the Department's ability to meet its academic requirements in the event of the Employee's partial retirement. By 15 November, the Dean shall provide the Vice-President, Academic and Provost with a recommendation regarding the Employee's partial retirement with copies to the Department and the Employee.
- 26.07 The Vice-President, Academic and Provost shall provide the President with a recommendation regarding the Employee's partial retirement by 1 December.
- 26.08 The President shall advise the Employee in writing of his/her decision by December 15, with copies to the President of the Local, the Dean and the Vice-President, Academic and Provost.
- 26.09 Partial retirement shall normally commence 1 July; the President may accept an alternative date of partial retirement.
- 26.10 Once a partial retirement has been approved such arrangement is irrevocable.

#### **Article 27 – Pension**

- 27.01 The Employer agrees to continue the existing Cape Breton University Retirement Plan during the life of this Agreement subject to the terms and conditions as set out in the said Plan. The contributions to the plan will continue on the same basis as in the past. **Effective April 1, 2016, the Employer contribution rate will change from 7.5% to 8% of the Employee's gross annual base salary.**

Effective **April 1, 2016**, contributions to the Plan will include Employer contribution rate **change from 7.5% to 8%** of any overload, chair or spring/summer stipend received by the employee.

Employees will contribute a minimum of 5% of gross annual base salary. Effective January 1, 2014, contributions to the Plan will include Employee minimum contribution rate of 5% of any overload, chair or spring/summer stipend received by the employee.

- 27.02 There will be one Local 18 representative on the CBU pension committee.
- 27.03 Retirement from the University is available in accordance with the Pension Plan. An Employee is encouraged to provide as much notice as possible, but, in any case, not less than 60 days, of his/her intent to retire.

### **Article 28 - Injury on Duty**

- 28.01 Where an employee is unable to work as a result of a *Workers' compensable* injury, the Employer shall pay the employee his/her regular pay during the waiting period under the *Workers' Compensation Act* and shall also top-up the employee's pay to the maximum level permitted under the *Act*.
- 28.02 During the time an employee is off work receiving *Workers' Compensation* benefits:
  - a) the employee shall maintain the employee contributions and the Employer shall maintain its contributions to group benefit plans;
  - b) the affected employee shall maintain the employee contributions and the Employer shall maintain its contributions to the pension plan in which the employee is a participant, the contributions to be based upon the maximum compensation level permitted under the *Act*.
- 28.03 Where, in connection with a *Workers' Compensation* claim, the Employer requires an employee to provide medical certificates or reports, or to be examined by a medical professional it determines, the Employer shall be responsible for paying the costs of such certificates, reports or examinations unless any of such costs are paid by *Workers' Compensation*.
- 28.04 If any of the foregoing conflicts with applicable provisions of the *Act*, the *Act* shall prevail.

## **Article 29 - Service Awards**

- 29.01** (1) Subject to Article **39.11**, an employee of the Cape Breton University who is retired because of age or mental or physical incapacity, shall be granted a Service Award the equivalent of:
- (a) one (1) month's pay if he has been employed for ten (10) years but less than fifteen (15) years;
  - (b) two (2) months' pay if he has been employed for fifteen (15) years but less than twenty (20) years;
  - (c) four (4) months' pay if he has been employed for twenty (20) years or more.
- (2) The amount of Service Award provided under Article **29.01** shall be calculated by the formula:

$$\text{bi-weekly rate} \times 26/12 = \text{one month}$$

- 29.02** The entitlement of an employee to a service award shall be based on an employee's total service as defined in Article 2.01.
- 29.03** Where an employee dies and he would have been entitled to receive a Service Award if he had retired from the service of the Employer immediately before his death, the Service Award to which he would have been entitled shall be paid:
- i) to his beneficiary as designated for CBU group life insurance; or
  - ii) to his estate if there is no such beneficiary.
- 29.04** The salary which shall be used to calculate the amount of the Service Award in accordance with this article shall be the salary which the employee was receiving on the date of the termination of his employment.

## **Article 30 - Tuition Fee Benefits**

- 30.01** The Employer agrees to waive one hundred percent (100%) of tuition fees for eligible employees (and their dependent children) employed prior to April 24, 2008, and based on the eligibility noted below.

The Employer agrees to waive fifty percent (50%) of tuition fees for eligible employees (and their dependent children) employed after April 24, 2008, and based on the eligibility below.

- 30.02** Eligibility for Employees, Children, Spouse

- (a) An eligible employee in the bargaining unit (employed in that capacity prior to April 24, 2008), subject to the approval of the Employer and, where operational requirements permit, is entitled to enroll in a credit course offered by the University outside normal working hours and receive one hundred percent (100%) tuition fee

waiver for such course.

An eligible employee of the bargaining unit (employed in that capacity after April 24, 2008) is, subject to the approval of the Employer and, where operational requirements permit, entitled to enroll in a credit course offered by the University outside normal working hours and receive fifty percent (50%) tuition fee waiver for such course.

- (b) The tuition fees waived shall be for full-time or part-time credit courses in any undergraduate degree, diploma or certificate program or their equivalent.
- (c) Tuition Fee Benefits do not apply to term employees.
- (d) "Tuition fee" shall mean only the basic tuition fee applicable to specific credit courses.
- (e) Admission Criteria

Admission to credit courses shall be subject to:

- i) the normal prerequisite admission requirements;
- ii) the availability of free space within the credit course;
- iii) available space within a given credit course shall be first given to students paying full tuition fees;
- iv) courses delivered by tutorial or distance delivery are ineligible for tuition waiver.

### **30.03 Dependent Children**

In addition to the eligibility defined in **30.02**, the following shall apply:

- (a) "Dependent Children" shall mean any dependent child of the eligible employee concerned to the end of the academic year of the child's twenty-sixth (26<sup>th</sup>) birthday, or beyond that date if the child is dependent on the eligible employee by reason of mental or physical disability. The child must be a child for whom the eligible employee is entitled to claim tax credit under the *Income Tax Act* in the year in which the tuition waiver is requested or a child not over the age of twenty-six (26) to whom the eligible employee declares that they provide regular financial support. Where the child of an eligible employee is living with and financially dependent on an eligible employee, consideration will be given to extending the tuition waiver up to age twenty-seven (27).
- (b) To qualify for the continuation of the waiver, the child must be eligible to continue in his/her program.
- (c) Tuition Waiver Benefit and Scholarship Plan does not apply to the following:
  - i) Students enrolled in graduate courses;
  - ii) Students involved in an International Exchange Program.

**30.04** Spousal Waiver

A tuition waiver of fifty percent (50%) will be provided to the spouse of an eligible employee enrolled in a credit course(s) where the eligible employee has been employed for two years or more prior to the date on which the course will commence.

**30.05** Death or Retirement of an Eligible Employee

The above will continue to apply to the spouse and dependent children of currently employed eligible employees after their death or retirement.

An employee who has been employed on a continuous basis for a minimum of twenty (20) years and has been absent from work due to illness, accident or disability and has subsequently had his/her employment terminated will be deemed a retired employee for the purposes of tuition waiver benefit as per this article.

**Article 31 - Access to Facilities & Programmes**

**31.01** Employees may park their personal use vehicles, at no cost, as at present, in the area around the MacDonald Residence.

**Article 32 - Safety and Health**

**32.01** The Parties agree that occupational health and safety is a shared responsibility among the Employer, each employee in the bargaining unit, and the Union. They acknowledge that the provisions of the *Occupational Health and Safety Act*, S.N.S., 1996, Chap. 7 (the "Act") and its Regulations contain a comprehensive framework and mechanisms to effect a healthy and safe workplace at the University. Accordingly, it is agreed that each will observe their legal obligations under the said legislation. In the event it is alleged that any of them is in violation of their said obligations, any person adversely affected by such violation shall be required to pursue remedies provided by such legislation by following the procedures contained therein, and not grievance or arbitration under this Agreement, except that the grievance and arbitration provisions of this Agreement shall apply where it is alleged that the Employer has failed to pay salary or a benefit entitlement, or has taken, or threatened to take discriminatory action, contrary to the relevant provisions of the *Act*.

**32.02** The Employer shall provide marked areas, equipped with first-aid kits, for the use of employees who are either injured or taken ill during working hours.

**32.03** The Employer will provide and maintain those facilities, equipment, supplies, procedures, training and services required by the Act to protect the health and safety of employees as they carry out their employment responsibilities on the Employer's premises.

- 32.04** (a) The Employer agrees to continue a University-wide Joint Health and Safety Committee (the “Committee”) comprised of representatives of the unions, representatives of other relevant constituent groups, and the Employer.
- (b) An employee who is a member of the Committee is entitled to time off from work with pay, as is necessary, to attend meetings of the Committee, to take any training prescribed by the Act or its Regulations, and carry out the employee’s functions as a member of the Committee. On a case by case basis, the Employer will consider granting time off with pay to an employee Committee member for the purpose of taking training recommended by the Committee.
- 32.05** The Employer will consult with the Union with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment related chronic illness.
- 32.06** In the interests of occupational safety and health of employees, the Employer will continue to provide in-service programs of instruction as recommended and approved by the Committee.
- 32.07** The Employer shall provide, and the employees shall make use of, protective equipment, whenever such equipment is required by the *Act* or its Regulations for the safe and healthy performance of their employment responsibilities.
- 32.08** A pregnant employee may request a job reassignment prior to commencing her pregnancy leave by forwarding a written request to the Employer together with written certification from a duly qualified medical practitioner that she is pregnant and that her continued use of machinery or equipment in the workplace may pose a threat to her health or that of her unborn child. The Employer reserves the right to require the employee to be assessed on the latter point, at its expense, by a physician of its choice. Upon receipt of such request and provision of such proof, the Employer will endeavour to assign the pregnant employee to an alternative position, or to alternative duties, or make some other arrangement mutually satisfactory to the employee and the Employer. If no such arrangement can be made, the employee shall commence her pregnancy leave early.

**32.09** Violence in the Workplace and Harassment

The Employer, Union and employees support a workplace free from violence, sexual or any other harassment. Complaints relating to violence or harassment may be filed under the Employer’s *Discrimination and Harassment Policy and Procedures* which may be found on the CBU Web Site. The Employer, Union and employee(s) will respect confidentiality but this does not prohibit parties from seeking appropriate advice or counseling, or fulfill the obligation to provide information as outlined in the Policy.

### **Article 33- Protective Safety Articles**

- 33.01** Where conditions of employment are such that an employee's clothing may be unreasonably soiled, or where the employee's clothing may be damaged, the Employer shall provide clothing in the form of smocks, coveralls, and shall pay for their laundering.
- 33.02** The Employer shall determine which employees are required to wear safety shoes and/or eye protection. Such employees shall be entitled to be reimbursed for the cost of initial purchase of or replacing safety shoes and/or safety glasses of suitable quality up to a total value for all such articles of \$250.00 per year upon providing receipts satisfactory to the Employer.
- 33.03** All employees are required to wear safety equipment and protective clothing provided by the Employer and as directed by the Employer. Failure to do so will be just cause for discipline.

### **Article 34 - Technological Change**

- 34.01** The Employer agrees to provide as much advance notice as it practicable but not less than three (3) months' notice to the Union of technological change in equipment or methods which would result in changes in the employment status or working conditions of employees, as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 34.02** In the event of technological change or other change causing job elimination, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change. If a reduction in the working force is to be made, employees will be laid off and recalled in accordance with the provisions of Article 39.

### **Article 35 - Job Posting and Filling Vacancies**

- 35.01** The Employer shall make promotion from within its existing employees on the basis of job performance and ability if qualified employees are available.
- 35.02** To be considered qualified; an applicant must meet the minimum requirements set forth in the job description for the position.
- 35.03** All position vacancies shall be posted for period of at least five (5) full working days. All vacancies for positions in the bargaining unit shall be posted on the CBU web page and on the following bulletin boards:
- (a) Outside of Human Resources.
  - (b) Notice Board outside Mailroom.

- 35.04** When the Employer does not post a position which has become vacant within a reasonable time from the occurrence of the vacancy, the Union has the right to request the reason therefore.
- 35.05** Within thirty (30) calendar days of the closing date of a posting, a general announcement shall be posted on the results or, where this is not practicable, applicants will be advised of the delay.
- 35.06** The Employer shall supply a copy of all postings to the Union.
- 35.07** When an employee submits an application for a posting for which he was not successful, the employee may request the reasons therefore from whichever department is charged with the hiring.
- 35.08** The Employer agrees that positions within the bargaining unit shall remain part of the bargaining unit.

### **Article 36 - Exclusions**

- 36.01** It is acknowledged that there is difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees at varying levels are involved in the process of employer- employee relations. The parties to this Agreement agree that managerial exclusions shall first be determined by negotiation and mutual agreement between the Employer and the Union.
- 36.02** The guidelines to be considered in negotiating exclusions shall be:
- (a) position incumbents employed for the primary purpose of exercising senior management functions;
  - (b) position incumbents employed in a confidential capacity in matters relating to labour relations;
  - (c) a sufficient number of position incumbents to represent management in matters relating to labour relations, taking into account both operational and geographic considerations.
- 36.03** In the event that the parties are unable to agree on what positions should be excluded, either party may apply to the Provincial Labour Relations Board, for a hearing on the question. The decision of the Board will be binding on both sides.



## Article 37 - Rates of Pay and Pay Grades

- 37.01** Rates of pay contained in the appended Salary Schedule I form part of this Agreement.
- 37.02** Subject to Article **37.03**, the rate of compensation of the person upon appointment to a position in the University shall not be less than the minimum rate prescribed for the class to which he is appointed.
- 37.03** The rate of compensation of a person upon appointment or promotion to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position if he has the qualifications in excess of the minimum requirements for the position.
- 37.04** The normal promotion procedure for Lab Technologists and Instructors is described below in Article **38**.
- When an employee is promoted to a higher scale, his step on that new scale will be at next highest rate than his previous salary or at the floor of the new scale, whichever is greater.
- 37.05** Where an employee is recommended for promotion which falls on his anniversary date, the employee's salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and is not at the maximum level in that scale. On the same date his salary shall be reclassified to the new scale and his salary shall be adjusted upward to comply with the provisions of Articles **37.04**.
- 37.06** The anniversary date of an employee shall be the date on which the employee commenced a regular full-time position. The anniversary date will only change if the employee is promoted, at which time the date of promotion becomes the employee's new anniversary date, or if the employee has been on an unpaid leave of absence. In the case of unpaid leave, unless stated otherwise, the anniversary date will be adjusted by the number of months the employee was on leave. In the case of an employee who is in a term position and becomes regular in that same position without a break, the anniversary date will be the date the term position first commenced.
- 37.07** The Employer shall grant an increment for meritorious service each year on his anniversary date. "Merit" shall be determined by factors such as education, skills, knowledge, experience, years of service, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned. Increments defined above shall apply to those employees only who have not progressed through the normal scale steps to the top of the employee's current classification.
- 37.08** When an increase, provided in Article **37.07**, is withheld, the reason for withholding shall be given to the employee in writing.

**37.09** When an increase, provided in Article **37.07**, is withheld, the increase may be granted at the beginning of any pay period after the anniversary date upon which the increase was withheld.

### **Article 38 – Promotion**

For the purposes of this Article, promotion is restricted to:

- i) Instructor I to Instructor II,
- ii) Instructor I to Senior Instructor I, and
- iii) Instructor II to Senior Instructor II  
or Lab Technologist to Senior Lab Technologist.

If the Candidate is cross appointed, any reference to the candidate's Dean or Department refers to both Deans and Departments to which the candidate is cross appointed.

#### **38.01** Promotion from Instructor I to Instructor II

No Instructor will be eligible to apply for promotion to Instructor II if he/she does not hold and maintain the minimum qualifications for that position. An Instructor who believes he/she has obtained the required educational or professional credentials for promotion from Instructor I to Instructor II may present documentation to the Vice President Academic & Provost (VPA).

- (a) In the event the VPA concurs that the credentials qualify for promotion, the promotion shall be effective the date the credential was awarded.
- (b) In the event the VPA does not concur that the credential qualifies for promotion, he/she shall include the reasons in a letter provided to the Instructor. The Instructor may provide additional information to the VPA in writing, or if mutually agreed, through discussion. The VPA shall consider the information provided by the Instructor and provide a final decision.

#### **38.02** Committee on Assessment of Teaching and Service (CATS)

The Committee on Assessment of Teaching and Service (referred to in the balance of this Article as the Committee or "CATS") exists for evaluation of teaching and service in all matters related to promotion.

- (a) All work of the Committee shall be governed by the highest standards of integrity, fairness, professionalism, discretion, and equity. Further, the Committee, and each of its members, shall avoid the reasonable apprehension of bias.

Committee members will vote on individual areas of assessment and should not abstain from voting unless there is a conflict of interest.

Committee members through the Committee Chair are responsible to identify in a timely manner all information requirements necessary to facilitate the voting process.

- (b) The Committee shall make recommendations to the VPA on the matters listed in accordance with the terms of this Agreement by assessing the requirements specified in clauses **38.08, 38.09 and 38.10** of this Article.

### **38.03**     Complement and Composition of the Committee

- (a) The Committee comprises:
  - i) **an appointee whose expertise is in teaching and learning, who will sit as a non-voting member;**
  - ii) a Dean appointed by the VPA;
  - iii) a person appointed by the Dean; and
  - iv) three (3) NSGEU Senior Instructors or two (2) NSGEU Senior Instructors and one (1) Senior Lab Technologist.
- (b) The term of each elected member of the Committee shall be two (2) years. Expiration dates shall be arranged so that members will be replaced on alternative years.
- (c) The Senior Instructors/Senior Lab Technologist will be appointed by NSGEU members. Only an Instructor or Lab Technologist who has completed his/her probation can be a member of CATS.
- (d) Officers of the Committee shall include a Chair and a Secretary, chosen from among the members of the Committee. The Secretary shall be responsible for keeping detailed minutes of proceedings of the Committee with particular emphasis on summarizing the essence of the key points made in discussions leading to the Committee's votes on whether candidates satisfy the criteria relevant to recommendations being made and any conclusions which the Committee determines may be useful precedents or guidelines for future deliberations by the Committee. At the conclusion of the Committee's proceedings for that year, the Secretary shall deposit a full copy of the Committee's minutes with the Office of Vice-President, Academic and Provost.

Minutes and other Committee records will be held in the Office of the VPA & Provost.

### **38.04**     Procedures of the Committee

A quorum of the Committee for each case on which it deliberates shall be the Committee's full membership.

- (a) The Committee shall have access to the available minutes of the Committee proceedings for the three (3) Academic Years preceding the given year as well as the Department letter, the Candidate's letters and the Dean's letter related to

a candidate's previous promotion application. Such minutes and letters will be made available by the VPA's Office at the request of the Committee Chair.

- (b) Decisions of the Committee shall be made by majority vote.
- (c) The Chair of the Committee shall make available to members all documentation at least one week prior to a meeting.
- (d) The Committee shall have available and shall consider:
  - i) all documentation presented by the candidate;
  - ii) the written report of the Department;
  - iii) the written recommendation of the candidate's School Dean;
  - iv) student evaluation of teaching;
  - v) any other documentation provided for by this Agreement, and only such documentation.
- (e) The Committee shall not be bound in its decisions by the recommendations of the Department, the Dean, or by any other decision of a previous CATS.
- (f) The Committee will allow each candidate to review and to respond to all materials mentioned pertinent to his/her case. All requests for further documentation must be sent by the Candidate through the Chair.
- (g) The Committee, by majority vote, may request a meeting with any candidate at any point in its deliberations for the purpose of having a candidate respond to questions the Committee may have on matters relevant to its consideration of the application.
- (h) Upon receipt of further information from a candidate, including responses to recommendations from the Dean or Department, or after a meeting with the candidate, the Committee shall reconvene to deliberate on the additional material and/or information it has received.
- (i) In assessing teaching and service, the Committee shall make a specific finding on each of those areas respecting the accomplishment of each candidate by using the ratings of (i) acceptable; or (ii) unacceptable. A determination by majority vote will be made regarding the rating of each of the assessed areas and a record of these results shall be communicated to the candidate. The Committee shall make its recommendations based only on the criteria listed in this article.
- (j) The Committee shall forward its final recommendation including the reason for the decision to the VPA in accordance with the deadlines specified in clause **38.05 (f) and 38.12**. At the same time, the Chair shall send a copy of the recommendation to the candidate.

The Candidate

- (a) No member will **normally** be eligible to apply for promotion to Senior Instructor (I or II) without three (3) years of teaching at the Instructor level or equivalent **at CBU**. No member will **normally** be eligible to apply for promotion to Senior Lab Technologist without three (3) years of teaching at the Lab Technologist level or equivalent **at CBU**.

**Consideration may be given to recent past relevant teaching in a comparable full-time position outside of CBU if the candidate provides substantiating materials such as course syllabi, teaching evaluations, etc., to the Dean at the time of hiring. The Dean, in consultation with the Human Resources Department, will determine if such past teaching experience will be eligible for consideration should the Member apply for promotion at a future date. However, no member will be eligible to apply for promotion without a minimum of two (2) years of teaching at CBU.**

**The required three (3) years of teaching experience must be completed at the time the application is made.**

**e.g., An instructor is hired on August 1, 2012. S/he teaches during the fall and winter terms of 2012-2013; 2013-2014; 2014-2015. S/he is eligible to apply for promotion October 2015 and if successful the promotion is granted effective July 1, 2016.**

No later than October 1 of the Academic Year in which an application for promotion is to be considered, the candidate shall forward **to the office of the VP Academic and Provost an electronic copy of the application. The office of the VPA will provide access to such documentation to the Chair of CATS**, the Chair of **the Employee's** Department, her/his Dean, and to the office of the Director, Human Resources, **who will include the** electronic copy of the application **in the Employee's file**. It is the responsibility of the candidate to ensure that her/his application contains only complete and accurate information.

- (b) It is the responsibility of the candidate to provide complete and accurate documentary evidence as specified below:
- i) an up-to-date curriculum vitae;
  - ii) a statement of his/her accomplishments and objectives in teaching and service;
  - iii) a list of university level courses she/he is teaching or has previously taught; and
  - iv) other relevant material which the candidate wishes to place before the Committee.
- (c) Should the candidate wish to respond to the recommendation(s) of the Department or the Dean, he/she shall forward a written response directly to the Chair of the Committee no later than November 17.

- (d) Failure by a candidate to respond to any recommendation made concerning her/his application shall not prejudice the substantive consideration of such application and shall only be considered as the candidate choosing not to respond.
- (e) The candidate shall provide in writing any additional responses or documentation which the Committee requires upon the specific request of the Chair of the Committee in writing. Adequate notice shall be provided to the candidate, and a specific, reasonable deadline for response stated (in no case less than ten (10) working days). Should the candidate fail to provide a timely response to the Committee, the Committee may then proceed to a decision on the case based on whatever evidence is available.
- (f) The candidate shall receive a copy of the Committee's proposed recommendation to the Vice President Academic & Provost no later than January 10.
- (g) If the candidate wishes to respond to the proposed recommendation, she or he shall forward a written response directly to the Chair of the Committee no later than January 17.
- (h) Any candidate, upon receipt of a request for additional information as provided in above, or upon receipt of the proposed recommendation may request, in writing, and on reasonable notice, shall be afforded an opportunity to meet with the Committee, provided that such meeting shall occur no later than January 15.
- (i) Following the Committee's deliberations on the candidate's response made by her/him pursuant to **38.05 (e)**, or the meeting referred to in **38.05 (h)**, the VPA shall receive the final recommendation of the Committee, together with copies of the entire documentary record of proceedings of the Committee including, but not limited to, all reports, recommendations, correspondence and other documents exchanged between the candidate or any other person and the Committee, and any other document considered by the Committee in making its recommendation, no later than January 31. A copy of the recommendation shall be sent simultaneously to the candidate.
- (j) Except as provided in this Article, the candidate shall communicate with the Committee only through the Chair. The candidate shall not communicate with the Committee through an intermediary, nor will the Committee or any of its members accept such interventions or otherwise discuss the case with any other person except as specified in this Agreement or as may be required by law.

## **38.06**     The Department

### Procedures

- (a) Whenever any of its members becomes a candidate for promotion, the Department shall assess the member in respect of the requirements specified in clauses **38.09** and **38.10** below.
- (b) All permanent Instructors (I and II), Lab Technologists, Lab Instructors and tenured faculty of the department shall have a right to contribute on the Department's recommendation to the Committee. All permanent Instructors (I and II) and Lab Technologists of the department shall have a right to vote on the Department's recommendation to the Committee. The Department Chair, if a bargaining unit member, will be permitted to vote according to their Departmental By-laws. All above noted individuals must be present at the Department meeting in order to cast his/her vote.
- (c) Each candidate making application for promotion shall be given the opportunity to appear before the Department to speak to his/her application before the Department begins its deliberations.
- (d) The Department's recommendation to the Committee shall include a brief statement of the procedures followed that led to the recommendation and the Department's recommendation on the application that shall reflect only the requirements specified in clauses **38.09** and **38.10** below and reasons for that recommendation; and an indication that the recommendation was properly approved by the Department (i.e. which no formal defect or technical irregularity invalidates). The Department's recommendation, must have due regard for the requirements of the aforesaid clauses, is required to contain the specific ratings of teaching and service which the Committee is required to make pursuant to clause **38.04** (i) and is to be an overall evaluation of the candidate's teaching and service. The Department shall make a recommendation only on the criteria listed in this Article.
- (e) The Chair of the Department shall forward the recommendation of the Department to the Chair of the Committee and the candidate by October 21. A copy of the recommendation shall be sent simultaneously to the candidate's Dean.
- (f) In the event that a Department does not have at least three (3) members to conduct a review of the candidate, the Employer and the Union in consultation with the candidate will put in place a proxy committee to assess the candidate.

## **38.07**     The Dean

- (a) The Dean shall forward a copy of her/his recommendation to the Chair of the Committee, and a copy to the candidate by November 7.
- (b) The Dean's recommendation shall reflect only the requirements specified in clauses **38.09** and **38.10** below and reasons for that recommendation. The

Dean's recommendation, must have due regard for the requirements of the aforesaid clauses, is required to contain the specific ratings of teaching and service which the Committee is also required to make, and is to be an overall evaluation of the candidate's teaching and service. The Dean shall make his/her recommendation only on the criteria listed in this Article.

### **38.08**     Requirements for Promotion

- (a) i) In assessing a candidate for promotion, the Committee, the Department and the Dean shall consider all of the following elements of a candidate's career:
  - academic and/or professional qualifications,
  - years of service,
  - teaching as referred to in Article **44**, and
  - service as referred to in Article **44**.
- ii) Ratings for the assessment areas will be acceptable and unacceptable.
- (b) The Committee, the Department and the Dean shall consider that teaching and service are not mutually exclusive; that this clause does not purport to create disjoint areas of accomplishment.
- (c) In considering whether a Member should be promoted, the Committee, the Department, and the Dean shall:
  - i) assess whether the candidate has met the criteria and required standards of accomplishment referred to in clauses **38.09** and **38.10**, and
  - ii) assess whether the candidate has satisfied his/her general employment responsibilities as specified in Article **44**.
- (d) The candidate must be deemed acceptable in both Teaching and Service to be recommended for promotion.

### **38.09**     Assessment of Teaching

Each candidate will submit a teaching dossier as part of her/his application. The teaching dossier shall contain a statement of teaching philosophy describing the candidate's objectives, beliefs, and values in order to demonstrate how her or his teaching activities reflect the espoused philosophy. For the purposes of this Article, evidence provided on the following will be considered when the candidate's teaching and guidance of students is being assessed:

- (a) calendar descriptions, course outlines, sets of goals and expectations, special features, interrelationship with other courses and program requirements;
- (b) brief analytical description of classroom practices and techniques, laboratory components, and support materials;
- (c) description of student evaluation, including a description of marking standards;



- (d) course evaluation summaries and comments for all courses taught during the most recent three (3) consecutive years of teaching. Candidates with an interruption in the most recent three (3) years of teaching shall provide evaluation summaries and comments from the most recent three (3) years of teaching and may opt to include evaluations of courses taught elsewhere, to a maximum of three (3) years of teaching.
- (e) teaching practices and their evolution over time;
- (f) supervision of honours and/or special topics students;
- (g) supervision of students completing practica or graduate students;
- (h) organization of field trips, laboratories or practica;
- (i) involvement in curriculum development and the development of new courses;
- (j) innovation in teaching pedagogy as shown by, for example, the effective use of innovative teaching aids and techniques, or the development of instructional materials for use in the candidate's own classes or elsewhere;
- (k) publication or production of original materials related to teaching effectiveness, such as books, articles, films or recordings, or presentations on teaching at conferences;
- (l) organization and direction of workshops on teaching techniques and teaching effectiveness; and
- (m) formal recognition of teaching excellence through receipt of university, regional or national teaching awards.
- (n) Student advising and academic counseling consistent with other articles of the collective agreement.

It is not the intention that the above items comprise an exclusive, mandatory or exhaustive list, or that they must be given equal weight, or that other evidence be excluded.

### **38.10**     Assessment of Service

Each candidate will submit material describing the service dossier of his/her application. The onus is on the candidate to demonstrate the relevance of the material to the assessment process. For the purposes of this Article, evidence of the following will be considered when the candidate's service to the University, Community, and Professional service is being assessed:

- (a) administrative positions held, committee work and any special contributions to the administrative work of the Department, School or the University;

- (b) participation in professional, disciplinary, academic, or administrative organizations or associations, including such things as positions held, committee memberships, conferences/projects organized or administered, etc.;
- (c) service to the community at large which has relevance to the candidate's disciplinary or scholarly expertise;
- (d) service to the Union.

It is not the intention of the parties that all of the above items necessarily apply to all Instructors, or that they comprise an exclusive, mandatory, or exhaustive list, or that they must be given equal weight, or that other evidence be excluded. Other evidence of accomplishment in service activities not listed above may be included and will be considered by the Committee.

**38.11**     Recommendations to the VPA and Her/His Decisions

- (a) The Chair of the Committee shall send to the VPA the materials used by the Committee during its deliberations including numerical results of any votes taken, the Department's recommendation and the Dean's recommendation. Further, the Chair of the Committee shall respond to any questions which the VPA may have concerning any aspect of the Committee's work.
- (b) The VPA will communicate her/his decision on promotion, in writing, to the candidate, with a copy to the Chair of the Committee. If, however, the VPA's decision and the Committee's recommendation are at variance, the VPA may request the Committee to reassess its recommendation or alternatively, or additionally, may ask the Committee to meet with her/him. No new evidence may be introduced or considered in any such reassessment by the Committee or meeting between the VPA and the Committee. In any case, the Committee will forward a second and final recommendation to the VPA no later than March 15 at which time its function in the case shall cease.
- (c) No later than April 7, the VPA will communicate her/his final decision in writing to the candidate, with a copy to the Committee Chair. All promotions will be made effective July 1.

**38.12**     The timetable for consideration of promotion to Senior Instructor I, Senior Instructor II or Senior Laboratory Technologist shall be:

No later than:	Action
May 30	Committee on Assessment of Teaching and Service (CATS) is struck.
October 1	Deadline for submission of applications to the Chair of CATS.
October 21	Department's Chair forwards recommendation to the Chair of CATS, with a copy to the candidate and Dean.
November 7	Dean forwards recommendations to the Chair of CATS, with a copy to the candidate.
November 17	Response to the candidate to Department and/or Dean's

	recommendations forwarded to the Chair of CATS.
January 10	Chair of CATS forwards proposed recommendation to candidate.
January 15	Opportunity for the candidate to meet with CATS.
January 17	Candidate forwards written response to Chair of CATS. Chair of CATS forwards final recommendation to VPA.
March 15	If VPA asks CATS to explain or reconsider its recommendation, Chair of CATS will forward a second and final recommendation to VPA.
April 7	VPA communicates final decision in writing to the candidate, with a copy to the Chair of CATS.
July 1	Any promotion will be effective.

### **Article 39 - Layoff and Recall**

**39.01** For the purpose of this Article:

"Seniority" means the length of service as defined in Article 2.01(n) of this Agreement.

- 39.02** (a) The Employer shall notify the Union in writing at least sixty (60) calendar days prior to the anticipated date of lay off within the bargaining unit. Notice to the Union shall include the name(s) and classification(s) of the employee(s) affected by the contemplated lay-off, the planned date(s) of lay-off and the reasons therefore.
- (b) No later than seven (7) calendar days after providing notice as per Article **39.02** (a), the Employer shall meet and engage in meaningful consultation with the Union, with a view to minimizing the adverse effects of the decision to lay off an employee(s), without limiting the generality on such matters as the use of educational, sabbatical or industrial leaves.
- (c) Unless mutually agreed to by the Union and the Employer, no notice of lay-off shall be given to any employee prior to at least fourteen (14) calendar days after having served notice to the Union as per Article **39.02** (a).
- (d) Employees with less than ten (10) years of service will be provided with no less than thirty (30) calendar days' notice of layoff.

Employees with ten (10) years or more of service will be provided with no less than sixty (60) calendar days' notice of layoff.

Where less notice in writing is given than provided above, the employee shall continue to receive his pay for the number of days for which he was required to be in receipt of such notice.

**39.03** No employee shall be laid off while there is a person employed by the Employer outside the bargaining unit who is performing duties in a classification covered by this Agreement, providing an employee has the ability to carry out the duties of the person who may be outside the bargaining unit.

- 39.04** In the event of the need for a lay-off, all such persons covered by **39.03** shall be terminated first, after which the following lay-off procedure shall apply:
- In the case of a lay-off within a department, the lay-off shall be within the discipline concerned, and employees shall be laid off in reverse order of their seniority. An employee shall have the right to exercise his/her seniority to bump less senior employees in other disciplines within his/her department, providing he/she has the ability and is qualified to perform the work following a reasonable familiarization period. It is agreed that qualifications will be determined by the Employer according to objective standards reflecting the functions of the job concerned.
- 39.05** Notices pursuant to Article **39.02(d)** shall include the effective date of lay-off and the reasons therefore. Copies of employee lay-off notices shall be sent to the Union at the same time they are issued to the employee(s) concerned.
- 39.06** Employees who are laid off shall be placed on a recall list and shall be recalled for work in accordance with the recall provisions set out in this Article. The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.
- 39.07** In the case of a lay-off pursuant to **39.04**, the recall shall be by department, in order of seniority, providing the employee has the ability and is qualified to perform the work following a reasonable familiarization period.
- 39.08** An employee entitled to recall shall return to work within two (2) weeks of receiving notice of recall. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall.
- 39.09** Subject to the provisions set out in **39.07**, an employee on the recall list shall have the right to be recalled to any position in his/her department for which he/she has the ability to perform the work following a reasonable training and familiarization period, not to exceed three (3) weeks.
- 39.10** No new employee shall be hired, nor any vacancy or newly created position within the bargaining unit filled, until all employees on the recall list who have the ability and are qualified to perform the work following a reasonable familiarization period have been given an opportunity to be recalled.
- 39.11** The lay-off shall become a termination of employment and recall rights shall lapse if the lay-off lasts for more than **twenty four (24)** consecutive months without recall. At the end of this period, or at any earlier time an employee who has received lay-off notice wishes to terminate employment with the Employer and waive recall rights, the employee shall be granted severance pay in an amount equivalent to two (2) week's pay at his salary in effect at the time of lay off for each year of service or portion thereof to a maximum of 52 weeks, and provided the employee is fifty (50) years of age or older and has at least ten (10) years continuous service, he shall also be entitled to receive a Service Award in accordance with Article **29**.

- 39.12** The right of laid off employees to benefits under this Agreement shall continue subject to the provisions of the contract with the Benefits Carrier until his/her employment is terminated pursuant to the provisions of Article **39.11**. During this period, a laid off employee shall retain his/her seniority and remain on the seniority lists, but shall not accumulate such seniority during the period of the lay-off. Monetary benefits under this clause are limited to the benefits provided for under Articles 18 and **27**, in addition to any benefits which are applicable upon the employee's termination of service.
- 39.13** An employee shall lose his/her seniority only in the event that:
- (a) the employee is discharged for just cause and is not reinstated;
  - (b) the employee voluntarily resigns;
  - (c) employment is terminated pursuant to Article **39.11**.
- 39.14** The Employer shall maintain seniority lists for all employees in the bargaining unit, showing the name, department, classification, service and seniority, for each employee in the bargaining unit. Updated seniority lists shall be posted and forwarded to the Union on January 1st of each year. For the purposes of posting seniority lists, the number and location of bulletin boards shall be as mutually agreed between the parties.

#### **Article 40 - Contracting Out**

- 40.01** The Employer shall not contract out bargaining unit work nor assign bargaining unit work to persons outside the bargaining unit where there are members of the bargaining unit qualified, willing, available and prepared to do the work.

#### **Article 41 - Employer Liability**

- 41.01** The University agrees that it will be responsible for the defence of legal proceedings brought against individual employees, including payment of any damages or legal costs, in circumstances where the law requires an employer to be vicariously liable for the actions of its employee while he/she is acting legally within the scope of her/his employment.

#### **Article 42 - Payment for Certificates and Examinations**

- 42.01** Where the Employer requires an employee to submit medical certificates or reports to it, or where the Employer requires an employee undergo a medical examination, the Employer shall be responsible to pay all costs associated with obtaining such certificates or reports.

### Article 43 - Sick Leave

- 43.01** Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which *Workers' Compensation* is not payable under the *Workers' Compensation Act* and as a result of which the employee is unable to perform his/her duties.
- 43.02** Employees hired prior to March 3, 2000 shall have a short term disability benefit for a period of 87 days per year.
- 43.03** This short term benefit may be used for day-to-day incidental illness and to provide income protection during the elimination period for Long Term Disability (LTD). The elimination period starts when an employee first becomes totally disabled and ends after a period of 15 weeks of continuous total disability. If the disability is not continuous, the days the employee is disabled will be accumulated to satisfy the elimination period provided no interruption is longer than two (2) weeks and the disabilities arise from the same or related disease or injury. During the elimination period, it is the responsibility of the employee to make application for LTD benefits. Reinstatement of the 87 day benefit shall occur April 1<sup>st</sup> of each year.
- 43.04** Full-time employees who were hired in that capacity following March 3, 2000 shall earn sick leave at a rate of 1 day for each month in which an employee has worked at least fifteen (15) days (vacation and the period from May 1 through August 31 will be counted as days worked for this purpose), to a maximum accumulation of 87 days. These credits shall accumulate on a pro-rated basis for term employees in the bargaining unit. Once an employee reaches the maximum accumulations of 87 days, he shall be entitled to the benefits in accordance with **43.03** above.
- 43.05** An employee shall be granted sick leave with pay when he is unable to perform his/her duties for the reasons described in **43.01** and provided he has the necessary sick leave credits.
- 43.06** An employee may be required to undergo, without cost to him, medical examination(s) by a physician(s) of the Employer's choice. This would normally not be required unless the employee's absences on sick leave are either frequent or prolonged.
- 43.07** Sick leave shall not apply where an employee is already on leave of absence, including vacation, holidays, or any other leave specified in this Agreement and after completion of the appointment of a term employee in the bargaining unit.
- 43.08** In the case of absence of an employee due to illness, the employee must notify his/her manager or his/her delegate at a reasonable time before the commencement time of his/her normal day's work. In the case of an employee leaving work because of sickness, the employee's manager must be notified immediately. The Employer reserves the right to receive proof of illness satisfactory to the Employer.

## **Article 44 - Hours of Work, Standard Teaching Load, Course Relief**

### **44.01 Hours of Work**

- (a) The normal teaching year for Instructors and Lab Instructors shall be between September 1<sup>st</sup> and April 30<sup>th</sup> both dates inclusive.
- (b) Between May 1<sup>st</sup> and August 31<sup>st</sup>, employees will be available for up to eight (8) days for departmental activities such as staff meetings, student advising/information sessions.
- (c) The normal work day shall be between the hours of 8:30 a.m. to 5:30 p.m. Where operational requirements permit, hours of work shall be scheduled at the preference of the employee. An employee's teaching workload shall not be scheduled beyond a continuous eight (8) hour span. An employee may be requested to work outside the normal work day; it shall be done by mutual agreement.
- (d) Normally, employees shall discharge their teaching/instructional responsibilities in the fall and winter terms. However, were operational requirements and other circumstances permit, such employees may, by mutual agreement with the Employer, discharge such regular responsibilities during those and the Spring/Summer terms.
- (e) No more than two (2) classes will be scheduled consecutively on any given day except with the Member's consent. Such limitation will not apply when the Member accepts teaching an overload assignment. Classes will not be considered to be scheduled consecutively provided there is at least a thirty (30) minute break between each class.

### **44.02 Standard Teaching Load**

- a) For Instructors: For purposes of calculating teaching load, a six (6) credit course is counted as six (6) hours, a three (3) credit course is counted as three (3) hours, two (2) hour labs are counted as two (2) hours and three (3) hour labs are counted as three (3) hours.

The teaching load for each full-time Instructor shall be a maximum of thirty (30) hours during the normal teaching year (September 1<sup>st</sup> through April 30<sup>th</sup>). There shall be a maximum of fifteen (15) hours per week per term. By mutual agreement, an instructor may teach up to eighteen (18) hours per week in one term to the maximum of thirty (30) hours per normal teaching year.

No Instructor shall be required to teach more than four (4) individual credit courses per term. Lab hours or a second section of a course (either class or distance) do not count as individual credit courses. Examples of acceptable loading:

Course <b>1011</b> <b>1021</b> <b>1031</b> <b>1011</b> Lab (2 Hr) <b>1021</b> Lab (2 Hr) <b>1031</b> Lab (2 Hr)	Course <b>1011</b> <b>1021</b> <b>1031</b> <b>1011</b> Lab (3Hr) <b>1021</b> Lab (3Hr)	Course <b>1011</b> <b>1021</b> <b>1031</b> <b>1041</b> <b>1041</b> Distance	Course <b>1011</b> <b>1021</b> <b>1011</b> Lab (3 Hr) <b>1021</b> Lab (3 Hr) <b>1021</b> Lab (3 Hr)	Course <b>1011</b> <b>1021</b> <b>1031</b> <b>1041</b> <b>1041</b> Section 2	Course <b>1011</b> <b>1021</b> <b>1031</b> <b>1041</b> Chair
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b) For Lab Technologists the maximum number of hours per week shall be:

1. With one (1) prep, eighteen (18) contact hours;
2. With two (2) preps, fifteen (15) contact hours;
3. With three (3) preps, twelve (12) contact hours.

**44.03** Where a maximum number of students in a class is established by a consultative process and approved by the Dean, such maxima shall be respected by the Registrar and those in that office and others with the responsibility for registering students.

**44.04** Directed studies courses, and tutorials (collectively referred to herein as “courses”) shall be offered in consultation between the individual Instructor, his/her Department, and his/her Dean.

- (a) Remuneration for such courses shall be ninety-five percent (95%) of the tuition paid for such courses.
- (b) In such cases where there is a valid academic reason critical to a student(s) program, an Instructor may be requested to teach up to three (3) students in one course by tutorial and such request shall not be unreasonably refused. This will not prevent an Instructor from agreeing to teach more than three (3) students in one course.
- (c) An Instructor may propose to his/her Dean to teach additional courses by tutorial.

**44.05** Subject to Article **44.04** (above), no Instructor shall be obliged to teach more than the standard teaching load.

**44.06** Classroom teachers and Instructors shall perform normal activities associated with teaching responsibilities. They shall, inter alia:

- (a) Revise and update course syllabi;
- (b) **Participate in program development by preparing** new courses and/or lab syllabi/outlines;
- (c) Provide electronic versions of the current syllabi/outlines (including new or revised) to the Dean’s office prior to the second week of classes;
- (d) Develop teaching techniques, methodology, etc.;



- (e) Keep abreast of new equipment, practices, software and any new changes in technology or occupations;
- (f) Check servicing and repairing on a first-line maintenance basis of equipment used in their classrooms, laboratories, or shops;
- (g) Identify and requisition the proper supplies required for the effective operation of the subsequent courses in which they will be instructing at least two months prior to the time the supplies will be required;
- (h) Attend regularly scheduled staff meetings called by the Employer;
- (i) Carry out other assignments related to the course of instruction including the supervision of examinations, tests and other means of student assessment;
- (j) Establish and publish office hours (five (5) hours per week) and be available for consultation with students during these hours.
- (k) Conduct their courses and/or labs in accordance with the relevant course/lab outlines and to conduct themselves in the teaching environment professionally, ethically and respecting the rights of students, and in compliance with all legal requirements, e.g. health and safety laws, and University policy;
- (l) Inform students of the methods of instruction and evaluation in their courses and/or labs at the beginning of each term and to consult with students where circumstances cause changes to such methods of instruction and evaluation. The Dean shall be provided with copies of such information within two (2) weeks of the commencement of each course (including distance education courses) and any changes thereto;
- (m) Comply with all procedures and deadlines concerning the reporting, review or appeal of students grades;
- (n) **To be accessible during the examination period in which the Employee teaches and the period leading up to Spring convocation to facilitate student evaluation and graduation requirements;**
- (o) **Reschedule or** cancel classes or laboratories only for good cause and to give as much prior notification of such **change** as possible to the office of the employee's Dean. **In all cases where a class or lab is canceled, rescheduled or if another employee is covering the class for a colleague, the Dean's office must be notified of the change as soon as possible by the person who is responsible for that class.** If possible employees shall also give their students notice of such **change** and shall make a reasonable effort to make up for such missed class or laboratory in such manner as the employee and his Dean consider appropriate.

**44.07** As part of ongoing course and program evaluations, employees will participate in teaching evaluations of each course and lab section using an evaluation form and process which is approved and managed by the School Dean. Teaching evaluations

will be filed in the Human Resources Office with summaries provided to the Instructor or Lab Technologist.

#### 44.08 Research, Creative and Scholarly Activities

Instructors are encouraged to do research, create knowledge, creatively use existing knowledge, organize and synthesize existing knowledge in the employee's area of expertise which constitutes a valued and acknowledged contribution to their profession or industry.

#### 44.09 Service to the University, Community and Profession

Preamble: Instructors and Lab Technologists who engage in service to the community and their profession contribute to the enhanced reputation of the programs and the University. **Such service is an essential component of maintaining the viability of those programs. The assignment of such service shall be done in a collegial manner within the Department ensuring all Employees contribute to some or all of the following areas:**

- (a) Employees are encouraged to assist with the promotion and marketing of programs and courses and with the recruitment of students.
- (b) Employees have the responsibility to participate in work of the University through membership on appropriate University committees.
- (c) Employees have the responsibility to participate in the functioning of their Departments, Schools and the University including attendance at Department and School meetings.
- (d) Employees are encouraged to engage in community and professional service (where applicable). Such service, if it is of a lasting nature, **is to be** reported to the Employee's Dean, **through the Instructor/Lab Technologist Teaching Assignment and Professional Activities Report**. Such service includes participating in community activities and activities of professional and academic organizations outside the University, where the employee's academic and/or research interests and competencies form the basis for such participation.

#### 44.10 **During the non-teaching months Employees will participate in a collegial discussion to ensure equitable participation in Service activities in support of their department and profession.**

**Where such activities involve employment with an employer other than CBU or work on a self-employed basis or as a consultant, it is understood that CBU is the primary Employer.**

#### 44.11 Teaching Assignment and Professional Activities Report

- (a) Accountability for one's professional activities can be expressed in many ways. However, better understanding of professional activities is achieved through a

minimum of common denominators in the reporting mechanisms. An “Instructor’s Teaching Assignment and Professional Activities Report” (Appendix A) is to be used as a template which outlines minimum reporting requirements for Instructors and Lab Technologists. This report is to be completed annually and submitted electronically to the Dean’s Office and a copy submitted to Human Resources to be included in the employee’s personnel file.

- (b) For employees engaged in research, in lieu of the Employee completing section 2 of the “Instructor’s Teaching Assignment and Professional Activities Report”, the Employee may opt to append to the Report a standardized CV (using the format as approved by Senate for internal purposes).
- (c) **For employees engaged in Activities outside the University to maintain professional competence, the employee is to complete Section 2. C- Service of the Professional Activities Report normally no later than June 30.**
- (d) The Instructor’s Teaching Assignment and Professional Activities Report is meant to help make the Dean become aware of the activities the Employee is involved in and promote positive discussion related to career development. Such report will not be used in a disciplinary manner.

**44.12** All employees in the bargaining unit shall be entitled to two (2) rest periods per day, totaling thirty (30) minutes.

**44.13** Employees shall not be required to instruct nor be present beyond the normal teaching year except availability as required in Article **44.01**.

**44.14** The Employer shall not require the attendance of Instructors during any part of the period during Reading Week, Christmas Break or storm days on which classroom instruction has been suspended.

**44.15** Appointment as Departmental Chair or Dean

Departmental Chairs are elected in accordance with applicable Departmental By-Laws and are recommended to the President for appointment. Appointments are normally July 1 to June 30 for a one or two year period.

Stipends for Department Chairs shall be as follows:

	1 July 2016	1 July 2017	1 July 2018
Departments with less than ten (10) department members	<b>\$7,415</b>	<b>\$7,507</b>	<b>\$7,620</b>
Departments with ten (10) to nineteen (19) department members	<b>\$8,587</b>	<b>\$8,694</b>	<b>\$8,825</b>
Departments with 20 department members or more	<b>\$9,761</b>	<b>\$9,883</b>	<b>\$10,031</b>

Stipends will be issued in November and June each year. The final June payment will be calculated based on the position count determined by the Dean in consultation with the Department Chair using the Fall/Winter timetable.

For the purpose of this article only, positions held by tenured or tenure track faculty, permanent instructors, nursing practice educators, lab instructors and lab technologists plus those teaching individual course assignments (ICAs) not otherwise employed at CBU on a full-time equivalency basis, will be counted when determining the number of members in a department.

**44.16 Teaching Reductions**

- (a) Teaching reductions of three (3) hours in each of the fall and winter term will be made for employees:
  - i) selected as the Chair of a Department;
  - ii) where it is determined by the Dean of Research and Graduate Studies and approved by the employee’s School Dean that such Instructor is engaged in major research requiring relief from some of her/his teaching responsibilities.
- (b) Any other teaching reduction shall be as agreed among an individual employee, his/her Department Chair, and his/her School Dean. The Union shall be notified of any such reduction.

**Article 45 - Overloads and Spring/Summer Stipends**

- 45.01 “Overloads” are additional course delivery over and above the standard teaching load as defined in article 44.02.
- 45.02 Spring/Summer stipends are paid for course delivery offered in the spring/summer session except where such courses are discharged under article 44.01 (d).
- 45.03 Overloads and spring/summer courses and labs will first be offered to qualified, willing, available, and prepared employees.
- 45.04 Overloads and Spring/Summer Stipends for Instructors:

	Effective 1 Sep 2016	Effective 1 Sep 2017	Effective 1 Sep 2018
Six (6) credit course	<b>\$8,551</b>	<b>\$8,657</b>	<b>\$8,787</b>
Three (3) hour lab for 6 credit course	<b>\$8,551</b>	<b>\$8,657</b>	<b>\$8,787</b>
Two (2) hour lab for 6 credit course	<b>\$5,700</b>	<b>\$5,772</b>	<b>\$5,858</b>
Three(3) credit course	<b>\$4,276</b>	<b>\$4,329</b>	<b>\$4,394</b>
Three (3) hour lab for 3 credit course	<b>\$4,276</b>	<b>\$4,329</b>	<b>\$4,394</b>

Two (2) hour lab for 3 credit course	<b>\$2,850</b>	<b>\$2,886</b>	<b>\$2,929</b>
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**45.05** Overloads and Spring/Summer Stipends for Lab Technologists:

	Effective 1 Sep 2016	Effective 1 Sep 2017	Effective 1 Sep 2018
Three (3) hour lab	<b>\$1,538</b>	<b>\$1,557</b>	<b>\$1,581</b>
Two (2) hour lab	<b>\$1,026</b>	<b>\$1,038</b>	<b>\$1,054</b>

**Article 46 – Distance Delivered Courses**

**46.01** For purposes of this article, Distance Delivered Courses refers to credit courses developed for and/or delivered to students predominantly “at a distance”, that is, where the instruction is received outside the CBU campus, classrooms and laboratories, including those delivered on-line.

- (a) Distance courses may be taught as part of regular load or overload. Distance courses shall not be assigned without an Instructor’s and his/her Department’s consent, unless such Instructor was hired with the provision that distance delivery was to be part of the regular teaching workload. In such cases where consent is required, such consent shall not be unreasonably denied. Assignment of Distance courses will take into consideration factors such as the desires of Instructors, their familiarity with the required technology and due regard for course content and pedagogy.
- (b) These courses will be capped at a maximum agreed to by the Department and Dean(s) in consideration of the mode of delivery.
- (c) Approval for new distance related courses/programs follows regular institutional procedures for credit course/program approval prescribed by Senate and by the Board of Governors.
- (d) Departments, under the respective Dean(s), are responsible for quality assessment issues with regard to curriculum and course delivery for distance related courses. Regular Departmental process for vetting and approving all candidates for teaching of distance related courses apply. Distance related courses not developed at CBU must follow regular institutional procedures for course/program approval prescribed by Senate and by the Board of Governors.
- (e) If no current institutional department encompasses the area of specialization of a course/program, provisions for a structure to handle departmental issues will be proposed for approval by Senate and the Board of Governors.
- (f) Expenses recoverable from the Employer include, but are not limited to, mailing, travel, meals and accommodation, telephone costs, special materials. The agreement on the recovery of these and other related costs will be determined by the Instructor with the Dean(s) at the time of course assignment.

**46.02** When an Instructor teaches such a course, it shall constitute part of the Instructor's normal workload or overload teaching assignment in accordance with Article **44** – Hours of Work, Standard Teaching Load, Course Relief.

- (a) A demonstrable significant increase in work arising from the development of a course delivered by distance will be recognized with financial remuneration or course relief, as determined before the work is undertaken.
- (b) No Instructor shall be obligated to teach a single course section combining one section of classroom delivery with one section of distance.

**46.03** Upon request, Instructors delivering courses by distance will have appropriate professional development and technical support (within the fiscal limitations of the University) made available at no cost to the Instructor. Furthermore, the Instructor shall be notified of the resources available to him/her, associated with the course, before he/she agrees to teach the course.

**46.04** Compensation for Distance Courses

Effective January 2014, where an assigned Distance Related Course is not part of the Instructor's regular workload; Instructors shall be compensated on overload stipend basis as per Article **45**:

	Effective 1 January <b>2016</b>	Effective 1 January <b>2017</b>	Effective 1 January <b>2018</b>
Course Development*	<b>\$684</b> per credit	<b>\$693</b> per credit	<b>\$703</b> per credit

Courses which have insufficient enrolment may be offered as a tutorial. Members teaching such tutorial classes shall receive 95% of the tuition paid by each student. The relevant School Dean, in consultation with the Registrar, must approve such a tutorial offering.

\* Development of Distance Course outside of regular or normal course load.

**Article 47 - Successor Rights**

**47.01** If the Employer sells or transfers its business, either within the jurisdiction of the Province of Nova Scotia or of the Government of Canada, it will fully comply with all of its legal obligations under the Nova Scotia *Trade Union Act* or the *Canada Labour Code*, whichever is applicable.

## Article 48 - Term of Agreement

**48.01** This Agreement shall be for the term November 1, **2015** ending on October 31, **2018**; however all provisions of this Agreement shall, unless otherwise stated, be effective from the date of signing of this Agreement.

After October 31, **2018**, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

**48.02** Where notice is given under Article **48.01**:

- (a) the parties shall commence collective bargaining within fourteen (14) days after the notice is given, or within such further period as the parties may mutually agree; and
- (b) the provisions of this Agreement or any renewal thereof, shall continue in force until a new agreement is signed, or the right to strike or lockout accrues, whichever first occurs.

**48.03** Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**48.04** Salary scales, effective from November 1 in each year of the years **2015**, **2016** and **2017** until October 31 of the next year, as per Schedule I attached shall apply in each of those years. Such scales shall apply retroactively to all employees in the bargaining unit who were employed continuously from November 1, **2015**, and are still employed on the date of the signing of this Agreement and also to full-time continuous employees who retired or were laid off after November 1, **2015**, for those full pay periods worked from that date until their date of retirement or their lay off.

## **SCHEDULE I - QUALIFICATIONS AND SALARIES**

### **Lab Technologist**

Minimum Qualifications: Relevant Undergraduate Degree + related experience  
(No change in existing scale)

### **Senior Lab Technologist**

Minimum Qualifications: Relevant Undergraduate Degree + related experience  
(New Scale)

Eligible for promotion from Lab Technologist to Senior Lab Technologist based on successful completion of probationary period, required years of service and VPA approval based on assessment of teaching and service.

### **Instructor I**

Minimum Qualifications: Relevant Undergraduate Degree + related experience in Industry and/or teaching in a postsecondary environment.  
(Scale reflects Nov/11 EDA 16)

### **Senior Instructor I**

Minimum Qualifications: Relevant Undergraduate Degree + related experience in Industry and/or teaching in a postsecondary environment.  
(Scale reflects Nov/11 EDA 18)

Eligible for promotion from Instructor I to Senior Instructor I based on successful completion of probationary period, required years of service and VPA approval based on assessment of teaching and service.

### **Instructor II**

Minimum Qualifications: Relevant Graduate Degree or Undergraduate Degree with professional designation. Related experience in industry and/or teaching in a postsecondary environment.  
(Scale reflects Nov/11 EDA 19)

### **Senior Instructor II**

Same Qualifications as above for Instructor II.  
(Scale reflects Nov/11 EDA 21)

Eligible for promotion from Instructor II to Senior Instructor II based on successful completion of probationary period, required years of service and VPA approval based on assessment of teaching and service.

Once Professional designation is acquired, it is the Member's responsibility to maintain the designation.



POSITION	DATE		1	2	3	4	5	6	7
Laboratory Technologist	01-Nov-14	--	\$42,412	\$44,325	\$46,281	\$48,346	\$50,504	\$52,760	--
	01-Nov-15	1.25%	\$42,942	\$44,879	\$46,860	\$48,950	\$51,135	\$53,420	--
	01-Nov-16	1.25%	\$43,479	\$45,440	\$47,445	\$49,562	\$51,774	\$54,087	--
	01-Nov-17	1.50%	\$44,131	\$46,122	\$48,157	\$50,306	\$52,551	\$54,899	--
Senior Laboratory Technologist	01-Nov-14	--	\$46,281	\$48,346	\$50,504	\$52,760	\$54,870	\$57,066	--
	01-Nov-15	1.25%	\$46,860	\$48,950	\$51,135	\$53,420	\$55,556	\$57,779	--
	01-Jul-16	--	\$46,860	\$48,950	\$51,135	\$53,420	\$55,556	\$57,779	\$60,090
	01-Nov-16	1.25%	\$47,445	\$49,562	\$51,774	\$54,087	\$56,250	\$58,502	\$60,841
	01-Nov-17	1.50%	\$48,157	\$50,306	\$52,551	\$54,899	\$57,094	\$59,379	\$61,754
Instructor I	01-Nov-14	--	\$57,304	\$60,147	\$62,915	\$65,722	\$68,260	\$71,067	--
	01-Nov-15	1.25%	\$58,020	\$60,899	\$63,701	\$66,544	\$69,113	\$71,955	--
	01-Nov-16	1.25%	\$58,746	\$61,660	\$64,498	\$67,375	\$69,977	\$72,855	--
	01-Nov-17	1.50%	\$59,627	\$62,585	\$65,465	\$68,386	\$71,027	\$73,948	--
Senior Instructor I	01-Nov-14	--	\$62,915	\$65,722	\$68,260	\$71,067	\$73,607	\$76,412	--
	01-Nov-15	1.25%	\$63,701	\$66,544	\$69,113	\$71,955	\$74,527	\$77,367	--
	01-Jul-16	--	\$63,701	\$66,544	\$69,113	\$71,955	\$74,527	\$77,367	\$80,462
	01-Nov-16	1.25%	\$64,498	\$67,375	\$69,977	\$72,855	\$75,459	\$78,334	\$81,468
	01-Nov-17	1.50%	\$65,465	\$68,386	\$71,027	\$73,948	\$76,591	\$79,509	\$82,690
Instructor II	01-Nov-14	--	\$65,722	\$68,260	\$71,067	\$73,607	\$76,412	\$79,752	--
	01-Nov-15	1.25%	\$66,544	\$69,113	\$71,955	\$74,527	\$77,367	\$80,749	--
	01-Nov-16	1.25%	\$67,375	\$69,977	\$72,855	\$75,459	\$78,334	\$81,758	--
	01-Nov-17	1.50%	\$68,386	\$71,027	\$73,948	\$76,591	\$79,509	\$82,985	--
Senior Instructor II	01-Nov-14	--	\$71,067	\$73,607	\$76,412	\$79,752	\$83,360	\$86,968	--
	01-Nov-15	1.25%	\$71,955	\$74,527	\$77,367	\$80,749	\$84,402	\$88,055	--
	01-Jul-16	--	\$71,955	\$74,527	\$77,367	\$80,749	\$84,402	\$88,055	\$91,577
	01-Nov-16	1.25%	\$72,855	\$75,459	\$78,334	\$81,758	\$85,457	\$89,156	\$92,722
	01-Nov-17	1.50%	\$73,948	\$76,591	\$79,509	\$82,985	\$86,739	\$90,493	\$94,113
Instructor II - PIO	01-Nov-14	--	--	--	--	--	--	\$83,360	--
	01-Nov-15	1.25%	--	--	--	--	--	\$84,402	--
	01-Nov-16	1.25%	--	--	--	--	--	\$85,457	--
	01-Nov-17	1.50%	--	--	--	--	--	\$86,739	--

**General economic increases:**      **01 November 2015    1.25%**  
   **01 November 2016    1.25%**  
   **01 November 2017    1.5%**

**New steps added for Senior Lab Technologist, Senior Instructor I and II effective 01 July 2016. Employees at the top step of their scale, at the time of signing, will be eligible to move to Step 7 effective 01 July 2016.**

**SCHEDULE II – POSITIONS & INCUMBENTS**

As of **16 November 2015**

<b>Position</b>	<b>Incumbents</b>
Laboratory Technologist	
Senior Laboratory Technologist	
Instructor I	
Senior Instructor I	
Instructor II	
Instructor II – PIO	
Senior Instructor II	

**\*Names of Employees Removed for Privacy Purposes\***

**SCHEDULE III- SERVICE WITH THE EMPLOYER**

Effective 16 November 2015

Employee	Service Date
----------	--------------

**\*List of Employees Removed for Privacy Purposes\***

**SCHEDULE IV – SENIORITY OF EMPLOYEES IN THE  
BARGAINING UNIT**

Effective 16 November 2015

Name	Seniority Date
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**\*Names of Employees Removed for Privacy Purposes\***

**SCHEDULE V- MEMBERS ENTITLED TO TUITION  
WAIVER OF 100%**

In applying Article **30** , the following employees and their dependent children will, subject to the criteria outlined in clause **30**, be entitled to tuition waiver privileges at the rate of 100%:

Name:

**\*Names of Employees Removed for Privacy Purposes\***

## SCHEDULE VI

### PROMOTION PROCEDURE AND MOVEMENT TO A NEW SALARY SCALE

The following are examples of the application of Article 36.04 – Rates of Pay and Pay Grades, and placement on the increment level of a new scale (step increments are not included).

1. October 1, 2013 – candidate applies for promotion through CATS  
November 1, 2013: Instructor I, Step 3 (former EDA 16): \$61,682  
VPA approves promotion to be effective July 1, 2014.
  - 1 July 2014 – move to Senior Instructor I, Step 2 (former EDA 18) \$64,433
  
2. October 1, 2013 – candidate applies for promotion through CATS  
November 1, 2013: Instructor II, Step 4 (former EDA 19): \$72,163  
VPA approves promotion to be effective July 1, 2014.
  - 1 July 2014 – move to Senior Instructor II, Step 3 (former EDA 21) \$74,913
  
3. October 1, 2013 – candidate applies for promotion through CATS  
November 1, 2013: Instructor I, Step 3 (former EDA 16): \$61,682  
December 15, 2013, candidate provides proof of Masters' degree  
Credential approved by VPA to be effective December 15, 2013  
VPA approves promotion to be effective July 1, 2014
  - Dec. 15, 2013 Move to Instructor II (former EDA 19), Step 1 \$64,433
  - July 1, 2014 Move to Sr. Instructor II (former EDA 21), Step 1 \$69,673
  
4. October 1, 2013 – candidate applies for promotion through CATS  
November 1, 2013 - Instructor I, Step 3 (former EDA 16): \$61,682  
VPA approves promotion to be effective July 1, 2014  
Incumbent obtains P.Eng. August 15, 2014  
VPA approves credential effective August 15, 2014.
  - July 1, 2014 Move to Sr. Instructor I (former EDA 18), Step 2 \$64,433
  - Aug. 15, 2014 Move to Sr. Instructor II (former EDA 21), Step 1 \$69,673
  
5. October 1, 2013 – candidate applies for promotion through CATS  
November 1, 2013 - Instructor I, Step 6 (former EDA 16): \$69,673  
Grand-parented employee completes teacher training June 1, 2014  
VPA approves promotion to be effective July 1, 2014
  - June 1, 2014 – Move to Instructor II (former EDA 19), Step 4 \$72,163
  - July 1, 2014 – Move to Sr. Instructor II (former EDA 21), Step 3 \$74,913

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CAPE BRETON UNIVERSITY**  
**AND**  
**NSGEU, LOCAL 18, TEACHERS**

**Re: Teacher Training**

In addition to the process for promotion as outlined in Article 38, the following Members will have the option of applying for promotion from Instructor I (*former EDA 16*) to Instructor II (*former EDA 19*) upon successful completion of the Teacher Training process as outlined below:

Daniel Francois  
Carl Mercer  
Paul Standing

Prescribed teacher training consists of 30 course credits aimed at enhancing the instructor's teaching effectiveness. The Dean, in consultation with the Instructor, will provide in writing a list of courses that will be recognized as meeting the requirement for Teacher Training. Prior Learning Assessments (PLA) will not be granted for teaching experience. A copy of the approved list will be forwarded to Human Resources.

The employee may apply in writing to take prescribed teacher training. If, in making such application, the employee requests financial assistance, consideration for assistance shall be given under the provisions of Article 17 – Professional Development.

An Instructor may submit an alternate proposal to the appropriate Dean for attainment of 18 credits towards the prescribed 30 credits of teaching training, subject to the following conditions:

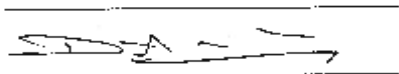
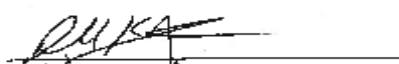
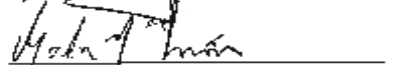

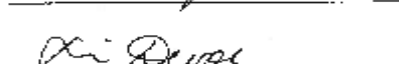
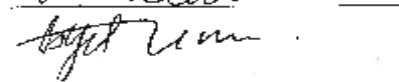
- (a) The employee shall submit his alternate proposal consisting of eighteen (18) university course credits in writing to the appropriate Dean at least two (2) months in advance.
- (b) The Dean shall meet with the Instructor to assess the proposal. Amendments to the proposal will be finalized at this meeting to be held not later than one (1) month after receiving the initial proposal.
- (c) When the Employer approves the proposal, the Dean will issue a letter of permission to proceed with the employee.
- (d) The Dean shall retain final authority to approve all courses and such authority shall not be unreasonably applied.
- (e) Where an employee seeks to complete the remaining 12 credits towards the prescribed 30 credits of teacher training, the additional 12 course credits shall be subject to the same approval process described above.

Promotion to Senior Instructor I (former EDA 18) or Senior Instructor II (Former EDA 21) requires successful completion of the Promotion procedure as outline in Article 38. A grand-parented employee who is in this MOA, who is promoted to Senior Instructor (former EDA 18) and subsequently completes the Prescribed Teacher Training noted above, will be promoted to Senior Instructor II (Former EDA 21).

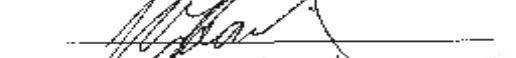
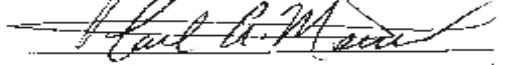
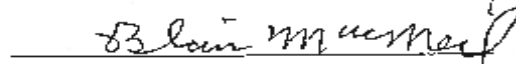

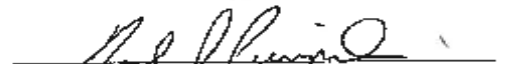
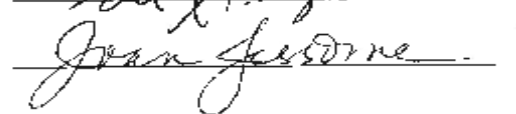
**The Parties agree that this is the final renewal of this Memorandum of Agreement.**

Signed in Sydney, Nova Scotia this 29 day of February 2016.

Board of Governors  
Cape Breton University

Nova Scotia Government & General  
Employees Union, Local 18 Teachers



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CAPE BRETON UNIVERSITY  
AND  
NSGEU, LOCAL 18, TEACHERS**

**RE: Transition to PSSP**

The Pension Advisory Committee has engaged in consultation with all groups on campus regarding the feasibility of transitioning to the Nova Scotia Public Service Superannuation Plan (PSSP). In the event that the Board of Governors of Cape Breton University approves the transition to the PSSP, and in the event that the members of NSGEU, Local 18, Teachers, provide a mandate to make such a transition, the Parties agree that effective the day of transition to the PSSP, Article 29.00 – Service Awards will continue to apply only to those employed on a permanent basis prior to the date of transition the PSSP.

Effective the date of transition to the PSSP, the Parties agree that employees hired into a classification with an associated salary which at the top step is equal to or greater than the Year's Maximum Pensionable Earnings (YMPE) will not be eligible for a Service Award.

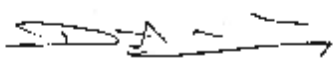
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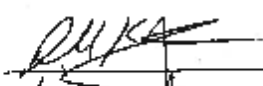
*The Board of Governors and the NSGEU Local 18 have voted to participate in the PSSP with a transition date of July 1, 2016. An employee is hired into a permanent position at the Instructor 1 rate on December 1, 2016 and on that date, the Step 6 (top of scale) rate exceeds the YMPE. In this event, Article 29 – Service Awards will not be available to this employee, and the employee will not be eligible for any Service Award at the time of their retirement.*


In addition to the above, the Parties acknowledge that a decision to transition to the PSSP will require modification to the terms of the collective agreement, and shall meet to review any required adjustments to contract language.

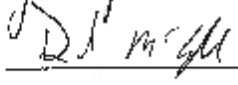
Signed in Sydney, Nova Scotia this 29 day of February 2016.

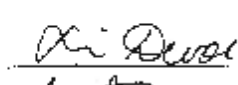
Board of Governors  
Cape Breton University

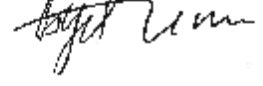




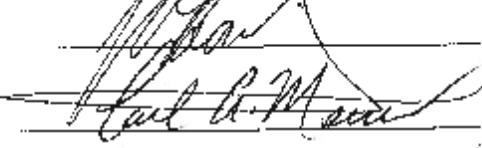


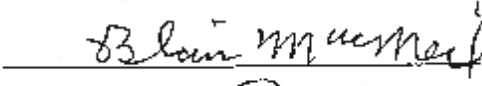




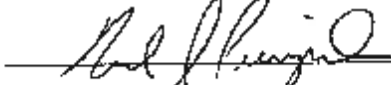


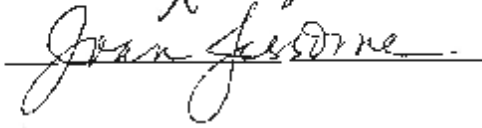
Nova Scotia Government & General  
Employees Union, Local 18, Teachers











**APPENDIX A**

**INSTRUCTOR/LAB TECHNOLOGIST TEACHING ASSIGNMENT AND PROFESSIONAL ACTIVITIES REPORT**

SECTION 1 (To be completed by the Dean prior to commencement of the Academic Year, normally before June 1)

Name of Employee:

For the year commencing: Sep 1,

**Teaching** as assigned by the Dean:

a) Teaching assignment:

Course	# Credits	Course Cap	Anticipated Enrolment

b) Teaching Release (if any):

# Credits	Reason

Date Submitted by Dean:

**SECTION 2 (To be completed by the Instructor or Lab Technologist prior to the commencement of the Academic Year, normally no later than June 30.)**

**a. Teaching: History (for previous three (3) years as provided by Dean's Office and verified as correct or amended by the Instructor or Lab Technologist):**

Course	Was Syllabus provided to Dean's Office?		Was Course Evaluation Completed?	
	Yes	No	Yes	No
<b>For the Period Sep/___ to Aug/___:</b>				
<b>For the Period Sep/___ to Aug/___:</b>				
<b>For the Period Sep/___ to Aug/___:</b>				

**Other teaching duties (if any). Include all teaching outside regular loading regardless of type, e.g. Overload, Spring/Summer, tutorial, directed study, distance, off-campus/in-community, or for an institution other than CBU.**

Course	Date Assigned	Was Syllabus provided to Dean's Office		Was Course Evaluation Completed	
		Yes	No	Yes	No
<b>For the Period Sep/___ to Aug/___:</b>					

<b>For the Period Sep/____ to Aug/____:</b>					
<b>For the Period Sep/____ to Aug/____:</b>					

**b. Service (as per Article 44.09 and 44.10):**

List service activities within the institution (CBU) and locally (Cape Breton):

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List service activities in professional organizations, e.g. editorial boards, grant applications, assessment, expert panel, etc.:

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**c. Professional Development**

**List activities outside of the University to maintain professional competence including activities that involve employment with an employer other than CBU or work on a self-employed basis or as a consultant.**

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**d. Optional – Research Activities (as per Article 44.08):**

(Research activities may be listed here, including any grants received or publications (if any).)

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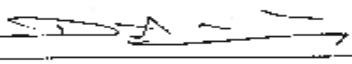
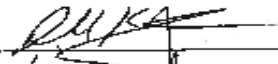
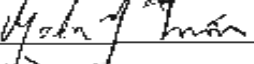
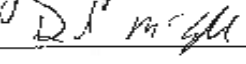
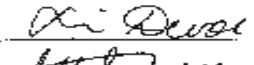
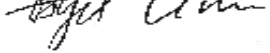


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Submitted by:	Date:
SECTION 3 (Further follow-up/discussion between Dean and Employee, if needed).	
Date of discussion:	
Topics discussed:	
Suggestions of requests following discussion:	

Signed in Sydney, Nova Scotia this 29 day of February 2016.

Board of Governors  
Cape Breton University

Nova Scotia Government & General  
Employees Union, Local 18 Teachers

