

Operational Support Collective Agreement

1 April 2024 – 31 March 2028

NSGEU

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NINTH COLLECTIVE AGREEMENT

Between

Nova Scotia Community College

And

**Nova Scotia Government and General Employees Union
Operational Support**

Term of Agreement: April 1, 2024 – March 31, 2028

Date of Signing: April 14, 2026

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Table of Contents

PREAMBLE	1
Administration of Agreement	1
Article 1: Definitions.....	1
Article 2: Recognition.....	2
Article 3: Application	3
Article 4: Management Rights	3
Article 5: Joint Responsibilities	3
Article 6: Existing or Future Legislation	3
Article 7: No Discrimination or Harassment.....	4
Article 8: Provision of Bulletin Board Space	5
Article 9: Information.....	5
Article 10: College - Union Committee	6
Article 11: Union Deductions	7
Article 12: Stewards	8
Article 13: Complaint Grievance, and Arbitration Procedure.....	8
STAFFING	12
Article 14: Workplace Diversity.....	12
Article 16: Position Categories	16
Article 17: Status of Employee	17
Article 18: Classification and Reclassification	20
Article 19: Reduced Assignment and Job Sharing	23
WORKING CONDITIONS	26
Article 20: Method of Payment	26
Article 21: Hours of Work.....	29
Article 22: Overtime, Acting Pay, and Shift Premiums	31
Article 23: Standby and Callback	34
Article 24: Safety Equipment, Protective Clothing and Uniforms	35
Article 25: Reimbursement for Travel Expenses	36
Article 26: Professional Development	36
Article 27: Official Employment File.....	40
Article 28: Performance Review – Building Employee Success.....	41
Article 29: Service and Seniority.....	42
Article 30: Job Security	44
Article 31: Discipline	55
Article 32: Third Party Liability Insurance and Legal Assistance.....	56
Article 33: Health and Safety.....	56
LEAVE	57
Article 34: Vacations.....	57
Article 35: Paid Holidays	60

Article 36: Sick Leave	62
Article 37: Pregnancy, Parental, and Adoption Leaves	65
Article 38: Special Leave	70
Article 39: Union Leave	77
Article 40: Leave for Union Executive	79
BENEFITS	80
Article 41: Pension and Service Award	80
Article 42: Health and Welfare Benefits	80
Article 43: Deferred Salary Leave Plan	83
Article 44: Tuition Waiver	85
Article 45: Amendment	86
Article 46: Entire Agreement	86
Article 47: Term of Collective Agreement	86
Schedule 1: Operational Support Classification and Salary Plan	87
1.5 Operational Support Learning College Portfolio	107
Schedule 2: Public Service Award	109
Schedule 3: College Service Award	111
Letter of Understanding #1: Positions Funded Externally	112
Letter of Understanding #2: Position Relocation and Lay-Off Provisions for Term Employees	112
Letter of Understanding #3: Joint Benefits Committee	112
Letter of Understanding #4: Recurring Employees	113
Letter of Understanding #5: Job Security – Limited Competitions	113
Letter of Understanding #6: Method of Payment – “Smooth Pay” Option	114
Letter of Understanding #7: Schedule 2: Public Service Award & Schedule 3: College Service Award	114
Letter of Understanding #8: Article 10: College Union Committee	115
Letter of Understanding #9: Article 18: Classification and Reclassification	115
Letter of Understanding #10: Campus-Union Communication Committee	115
Letter of Understanding #11: Campus Housing Coordinators	116
Letter of Understanding #12: Early Childhood Educator (ECE) and ECE Director Wage Scale	117
Appendix “A” Summary of Vacation Accrual - Article 34: Vacations	121

PREAMBLE

Whereas the Community Colleges Act states that:

The Nova Scotia Community College is a post-secondary institution and is responsible for enhancing the economic and social well-being of the Province by meeting the occupational and training requirements of the population and the labour market of the Province and, without restricting the generality of the foregoing, the College may:

- (a) offer education and training and related services for full- and part-time students;
- (b) provides education and training and related services to governments, corporations and other bodies and persons consistent with the mandate of the College, on terms and conditions the College considers appropriate;
- (c) participate in joint programs with respect to education and training and related services developed and delivered in conjunction with other post-secondary institutions and educational bodies;

And

Whereas the College is committed to becoming a Learning-Centered College, its objective is to provide the most learning-centered experience possible for students through its decisions, policies, and processes;

And

Whereas it is the desire of both parties to this Collective Agreement to:

- (a) recognize a mutual obligation to provide the best quality service through the successful and continuous operation of the Nova Scotia Community College;
- (b) maintain harmonious relationships among the College, Union and Employees;
- (c) recognize the value of joint discussion and discussions relating to working conditions;
- (d) create an environment which values and respects all College Employees, students and clients;

therefore, the Parties agree as follows:

Administration of Agreement

Article 1: Definitions

In this Collective Agreement:

- 1.1 **Bargaining Unit** means all the Employees employed by the Nova Scotia Community College in this Collective Agreement.
- 1.2 **Casual Person** means any person hired to work fewer than forty percent (40%) of the working hours per week of the applicable normal work week as defined in *Article 21: Hours of Work* and/or not more than twelve (12) weeks.
- 1.3 **College** means the Nova Scotia Community College, a Body Corporate, established pursuant to the **Community Colleges Act**. The College is the Employer.
- 1.4 **Daily rate of pay** means an Employee's bi-weekly rate of pay divided by ten (10).
- 1.5 **Employee** means a person who is included in this bargaining unit.

- 1.6 **Exchange** means an arrangement, approved by the College, whereby an Employee with regular status temporarily exchanges assignments with another Employee with regular status or another person employed by the College or a person employed by an external organization.
- 1.7 **Manager** means a person designated by the College, in a non-bargaining unit position, to whom the Employee reports.
- 1.8 **Leave of Absence** means a period during which an Employee is absent from work with the College's approval.
- 1.9 **Paid Holiday** means:
 - (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than four (4) hours of the shift falls on a day designated as a paid holiday in this Collective Agreement;
 - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Collective Agreement.
- 1.10 **Secondment** means a temporary assignment to another organizational unit of the College or to an organization external to the College, where the Employee may be performing duties of a comparable or different nature to those of the Employee's position. A secondment to a bargaining unit position is subject to the provisions of *Article 15: Appointment and Termination of Employment* of this Collective Agreement.
- 1.11 **Spouse** means partner by marriage, registered domestic partnership, or common law, regardless of sex, gender identity, or expression.
- 1.12 **Technological Change** means the introduction or implementation of new digital technologies, systems, or equipment by the College into its operations which is likely to affect the job security of Employees.
- 1.13 **Temporary Reassignment** means an assignment in the bargaining unit created by and for the College for a defined and specific purpose and for a specific period of time. Temporary reassignments are normally subject to the provisions of an expression of interest process.
- 1.14 **Union** means the Nova Scotia Government and General Employees Union.
- 1.15 **Vacation Year** is April 1 to March 31 inclusive.

Article 2: Recognition

The College recognizes the Union as the exclusive bargaining agent for the Operational Support Bargaining Unit. The Operational Support Bargaining Unit comprises all of the probationary full- or part-time, regular full- or part-time, and term full- or part-time Employees employed by the Nova Scotia Community College in the Operational Support Classification and Salary Plan but excludes:

- (a) persons holding positions of Manager, Director, or any other positions provided such positions meet the criteria for bargaining unit exclusion as set out in paragraph (a) of subsection (2) of Section 2 of the *Trade Union Act. R.S., c.475, s.1.*;
- (b) persons employed on a casual basis;
- (c) persons on secondment - following prior consultation with the Union - from an organization external to the College;
- (d) students employed while enrolled in programs at the College, students employed during the summer months and students employed on cooperative education programs.

Article 3: Application

This Collective Agreement applies to and is binding upon the Union, the Employees, and the College. Those bound by this Collective Agreement shall carry out in a reasonable manner the provisions of the Agreement.

Article 4: Management Rights

Management Rights

4.1 The management and direction of Employees and operations are vested exclusively in the College, and any matter arising out of this shall not be the subject of collective bargaining. All the functions, rights, power, and authority which the College has not specifically abridged, deleted, or modified by this Collective Agreement are recognized by the Union as being retained by the College.

Consistent Application

4.2 The College agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Collective Agreement.

Delegation of Authority

4.3 The College Reserves the right to delegate any authority provided under this Collective Agreement.

Article 5: Joint Responsibilities

No Lockout or Strike

5.1 The College shall not cause a lockout nor shall Employees strike during the term of this Collective Agreement.

- (a) Lockout includes the closing of a place of employment, a suspension of work, or a refusal by the College to continue to employ a number of its Employees done to compel the Employees, or to aid another employer to compel persons employed by it, to agree to terms or conditions of employment.
- (b) Strike includes a cessation of work, a refusal to work or to continue to work by Employees - in combination or in concert or in accordance with a common understanding - for the purpose of compelling the College to agree to terms or conditions of employment or to aid persons employed by other employers in compelling their employer to agree to terms or conditions of employment.

No Sanction of Strike

5.2 The Union shall not sanction, encourage, or support - financially or otherwise - a strike by Employees during the term of this Collective Agreement.

Shut-Down Services

5.3 The College, the Union, and Employees recognize that in the event of a legal strike or lockout as defined in the *Trade Union Act*, the parties will plan for and implement an orderly shut-down of services to protect and ensure against harm to individuals and other living organisms on College premises or damage to College property, equipment, or materials.

Article 6: Existing or Future Legislation

Future Legislation

6.1 In the event that any law passed by the Legislature of the Province of Nova Scotia applying to the

Employees covered by this Collective Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

Legislation Prevails

- 6.2 In the event that any provision of this Collective Agreement conflicts with any provisions of the Community Colleges Act or any other enactment, the provision of the Community Colleges Act or other enactment shall prevail.

Article 7: No Discrimination or Harassment

No Discrimination

- 7.1 Neither the College nor any person acting on behalf of the College shall refuse to employ or discontinue employment of any Employee, or otherwise discriminate against any Employee in regard to employment or any term or condition of employment, because the Employee is or was a member of the Union or is or was exercising any right under this Collective Agreement or the *Trade Union Act, R.S., c.475, s.1*.
- 7.2 The College and the Union recognize the right of Employees to be treated with dignity and respect, and to work in an environment free from discrimination and harassment including sexual and personal harassment, and workplace violence. Neither the College nor the Union nor any person acting on behalf of either party shall discriminate against any Employee as specified under the Nova Scotia Human Rights Act. R.S., c.214, s.1 and Occupational Health and Safety Act. The College shall address reported incidents of discrimination and harassment, including situations involving College community members and visitors.
- 7.3 The College and the Union recognize their joint responsibility in creating a work and learning environment free from harassment and discrimination.
- 7.4 Employees are encouraged to report incidents of discrimination and harassment to any manager, senior leader, union representative, Human Resources representative, or Human Rights, Equity, and Inclusion representative. When an Employee reports the incident, the College will promptly initiate a response through policies and procedures.
- 7.5 Where an Employee reasonably believes they, or others, are at immediate risk to their physical or psychological safety arising from the behavior of a College Community member or visitor, an Employee may request the immediate assistance of a colleague, manager, Academic Chair, security, or the police, as appropriate.

Policy and Procedures

- 7.6 The College shall establish and maintain policies and procedures on harassment and discrimination.
- 7.7 The policies and procedures shall include processes for handling complaints and investigations.
- 7.8 College policies and procedures will provide appropriate relational and administrative processes for Employees to address issue(s) of discrimination, harassment, and workplace violence. College processes will include supports for the safety, health, and wellness for Employees. The College will endeavor to complete this process within a maximum of five (5) calendar months.
- 7.9 The College shall be responsible for communicating policies and procedures related to discrimination and harassment to its Employees and the Union. Any changes to these policies or procedures shall include consultation with the Union prior to implementation. The College shall be responsible for communicating, including through training, these policies and procedures related to discrimination and harassment to its Employees, the Union and all College Community Members.

Investigations and Discipline

- 7.10 Should an Employee be the complainant or respondent in an investigation, the Employee shall have the right to have Union representation at all meetings involving the Employee. At the conclusion of an investigation, an Employee shall have the right to grieve any disciplinary action imposed by the College in accordance with Article 13: Complaint, Grievance and Arbitration Procedure.
- 7.11 Allegations determined by the College to be frivolous, vexatious, or made in bad faith may be grounds for disciplinary action by the College.
- 7.12 The College will ensure the Respondent(s) and/or Complainant(s) are kept informed of the progress of the investigation including the summary of the allegations, and anticipated process and timelines.
- 7.13 The complainant(s) and the respondent(s) shall each receive a summary of the findings. The complainant(s) and/or the respondent(s) may view the redacted investigation report upon request.
- 7.14 The College will provide an annual report to the Union summarizing complaints related to discrimination, bullying, and harassment. The report will be shared in a manner that protects confidentiality while highlighting any identified issues or trends, along with planned actions to address those trends, if applicable.

Article 8: Provision of Bulletin Board Space

Bulletin Boards

- 8.1 The College will designate physical bulletin board space at each location, and virtual space on the College intranet for the posting of Union notices pertaining to elections, appointments and meeting dates, news items, seniority lists, and social and recreational affairs.

Distribution of Union Literature

- 8.2 The College shall, where facilities permit, make specific locations on its premises available to the Union for the placement of bulk quantities of literature of the Union.

Article 9: Information

Copies of Agreement

- 9.1 The College shall provide an electronic copy of the Operational Support Collective Agreement on the intranet, the College website for all staff.
- (a) The College shall provide the link to the electronic copy of the Collective Agreement to each new Employee upon commencement of employment.
 - (b) The College shall provide a reasonable number of copies of this Collective Agreement to the Union.
 - (c) The College shall provide a hard copy of this Collective Agreement to any Employee who so requests prior to the printing of the Agreement.
 - (d) The College shall maintain and publish the current version of active Operational Support Classification and Salary Plan Position Titles, pursuant to Schedule 1, on the College Intranet. Where the published Position Titles and those in Schedule 1 differ, the most recent published version shall take precedence.

Letter of Appointment

- 9.2 In accordance with clause 15.1 (b), an Employee, upon appointment, shall be provided with a letter stating that Employee's classification, salary, and employment status, and a copy of the position's

current Job Fact Sheet.

College to Advise New Employees

9.3 At the time of appointment, the College agrees to advise new Employees with the fact that this Collective Agreement is in effect including the conditions of employment set out in Article 11: Union Deductions and Article 12: Stewards.

Job Fact Sheets

9.4 The following provisions shall apply to providing and revising job fact sheets:

- (a) Copies of all approved job fact sheets for newly created positions shall be provided to the Union at the time College advises the Union of the interim classification for the new position in accordance with clause 18.1.
- (b) The College shall, upon written request by an Employee or the Union, provide an official job fact sheet outlining the duties and responsibilities assigned to that Employee's Position. The College shall provide the approved job fact sheet within a reasonable period of time, normally within twenty (20) working days of receipt of the request.
- (c) Job Fact Sheets for each position in the bargaining unit will be reviewed every five (5) years and updated if necessary.
- (d) When a Job Fact Sheet changes, the College shall provide the updated approved Job Fact Sheet to all employees with that title within thirty (30) calendar days.

Bargaining Unit Information

- 9.5
- (a) The College agrees to provide the Union such information relating to Employees in the bargaining unit that, in the opinion of the College, may be required by the Union for collective bargaining purposes.
 - (b) The College shall electronically provide the Union with a monthly report outlining each new bargaining unit appointment, cancellation of appointment, rehire and termination for the previous month.
 - (c) The College shall, upon request, provide to the Union the reason for the hiring of a term appointment.
 - (d) On a yearly basis, a report on the hiring of positions in the bargaining unit that identifies internal and external hires by status and position title, including a breakdown of internal and external hires, and the number of term and probationary positions by position titles.

Article 10: College - Union Committee

Composition

10.1 A College-Union Committee shall be established consisting of up to five (5) representatives from the Union, one of whom shall be the Labour Relations Officer, and up to five (5) representatives from the College, one of whom shall be the Vice President responsible for Human Resources at the College, or their designate. The Committee may, from time to time, invite participation from other individuals for purposes of expertise on any matter being discussed by the Committee. Such external participation shall not take place without the foreknowledge and approval of the College or Union, as appropriate.

Mandate

10.2 The parties acknowledge the mutual benefits from joint consultation for the purpose of promoting good communication, fuller understanding and confidence between the College and the Union all working to enhance effective and harmonious relations. The mandate of the Committee is to deal with issues of common concern to both the Union and College in a cooperative manner discussing items directly related to this Agreement including:

- (a) facilitate communications between the College and Union; and
- (b) identify and resolve common problems.

The Committee shall not have jurisdiction over salaries, grievances, or any matter of collective bargaining. The Committee may make recommendations to the College and the Union with respect to its discussions and conclusions but cannot bind either the College or the Union or its members to any decision or conclusions reached. The parties understand that confidential issues may be discussed at the College-Union Committee; however, such discussions will not take place without the prior agreement of all parties to maintain confidentiality.

Meetings

10.3 The College-Union Committee shall meet at a mutually agreeable date and time. Unless otherwise mutually agreed, there shall be a minimum of three (3) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) working days prior to the meeting.

Release from Duty

10.4 Employees on the College-Union Committee may be released from duty without loss of pay for the purpose of attending meetings of this committee. Such leave of absence shall not be unreasonably withheld recognizing, however, the need for efficiency of operations of the College. Where meetings are held outside scheduled working hours for the Employee, no overtime will be paid. However, Employees shall be entitled to take time off in lieu at straight time for the time spent outside scheduled working hours at a time mutually agreed upon between the College and the Employee. The College shall reimburse the Union for fifty percent (50%) of the travel, meal, and accommodation costs incurred for the Employee representatives. Such reimbursement shall be in accordance with the rates set out in College policy.

Minutes

10.5 Two (2) copies of the minutes of each meeting of the College-Union Committee [one (1) for each party] shall be prepared and signed by representatives of each of the parties who attended the meeting as promptly as possible after the meeting.

Article 11: Union Deductions

Deductions

11.1 Provisions for Union deductions are as follows:

- (a) The College will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the bi-weekly pay of all Employees in the bargaining unit.
- (b) The College will deduct such other amounts as may, from time to time, be agreed upon by the College and the Union.

Notification of Deduction

11.2 The Union shall inform the College in writing of the authorized deduction(s) to be deducted from Employees in accordance with clause 11.1.

Religious Exclusions

11.3 Deductions for membership dues shall not apply to any Employee who, for religious reasons, cannot pay union dues. In such cases, the College shall deduct an amount equivalent to the Union dues and forward this amount to a registered charitable cause, as determined by the Employee.

Remittance of Union Dues

11.4 The amounts deducted in accordance with clause 11.1 shall be remitted to the Secretary-Treasurer of the Union within a reasonable time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on that Employee's behalf.

Liability

11.5 The Union agrees to indemnify and save the College 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 College.

Article 12: Stewards

Recognition

12.1 The College acknowledges the right of the Union to appoint Employees as stewards.

Number of Stewards and Notification

12.2 Provisions for appointment of stewards shall be as follows:

- (a) The Union may appoint one steward for each location. However, where there are more than twenty (20) Employees at each location, the Union may appoint a maximum of one (1) steward for each twenty (20) Employees. For the purposes of this article, the Shelburne Campus shall be considered a separate location.
- (b) The Union agrees to provide the College with a list of the Employees designated as stewards for each location.

Servicing of Grievances

12.3 It is understood that Employees representing the Union have their regular work to perform on behalf of the College. It is acknowledged that grievances should be 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 Manager's permission. Permission will not be unreasonably withheld. The steward shall report back to the Manager before resuming the normal duties of the steward's position in the College.

Article 13: Complaint Grievance, and Arbitration Procedure

Parameters

13.1 The College, the Union, and Employees recognize the desirability of prompt resolution of complaints and grievances through an orderly process without stoppage of work or refusal to perform work. The process comprises three sequential stages: complaint, grievance, and arbitration. Except as provided in this article, the complaint stage is a prerequisite for proceeding to the grievance stage, and the grievance stage is a prerequisite to proceeding to the arbitration stage. For the purpose of this article only, "working day" shall mean Monday through Friday, excluding Holidays as set out in *Article 35: Paid Holidays* of this Collective Agreement.

Complaint Stage

13.2 (a) For the purpose of reaching a solution through an informal process, an Employee who feels unjustly treated by any action or lack of action by the College – including matters that meet the definition of a grievance in clause 13.3 (b) – shall first discuss that complaint with the Employee's Manager. This shall be done not later than twenty-five (25) working days after the circumstances giving rise to the complaint have occurred or of the date the matter has come to the attention of the Employee. The Employee may have a Union representative present if so desired by the Employee. Likewise, the Manager may also have a College Representative present at such meeting. The Manager's response to the complaint shall be given not later than ten (10) working days after the discussion with the Employee.

- (b) In the event that the complaint is related to a hiring competition, the Employee shall first discuss that complaint with the College manager responsible for that specific hiring competition.

Grievance Stage

13.3 (a) The following may initiate a grievance:

- (i) the Union on behalf of the Employee(s);
- (ii) the College;

and, in so doing, shall be referred to as a "grievor".

(b) ***Definition of Grievance***

A grievance is defined as a complaint in writing that has not been satisfactorily resolved during the complaint process. A grievance shall include a written description clearly stating the nature of the grievance and, where applicable, the article(s) of this Collective Agreement that have allegedly been violated together with the redress requested. The grievance shall be signed by the grievor and may be clarified at any step providing its substance is not changed. Reasons supporting the grievance shall be set out in the grievance. Additional reasons or article(s) of this Collective Agreement that have allegedly been violated that become known to the grievor subsequent to the submission of the grievance may be added to the grievance at the time they become known to the grievor by notifying the respondent in writing at that time. The redress stated in the grievance shall not limit the resolution that can be sought by the grievor.

(c) ***Withdrawal of Grievance***

A grievor may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the respondent. The respondent to an Employee or Union grievance is the College. The respondent to a College grievance is the Union.

(d) ***Grievance Deemed Abandoned or Processed to Next Step***

If a grievor fails to initiate or process a grievance within the prescribed time limits, rights to the Complaint, Grievance and Arbitration Procedure shall be deemed to be abandoned. If the respondent fails to reply to a grievance within the prescribed time limits, the grievor may process the grievance to the next step.

(e) ***Extension to Time Limits***

Either party may request an extension of the time limits, providing such extension is requested prior to the expiry of the time allowed. Approval of an extension, if requested, shall not be unreasonably withheld.

Individual or Group Grievance

13.4 (a) ***Step 1***

- (i) If an Employee wishes to grieve a matter not resolved satisfactorily at the complaint stage, the Employee shall contact the Union to submit the grievance and the redress requested to the College within fifteen (15) working days of the date the Employee was notified, orally or in writing, of the Manager's response to the complaint. An Employee shall not be entitled to present a grievance unless the Employee has the approval in writing of the Union or is represented by the Union. When a grievance is heard at any level, the Employee(s) shall be accompanied by the Union.
- (ii) The College shall arrange to meet with the Union, either in person or via electronic means, within ten (10) working days of receipt of the

grievance - at a time which is agreeable to both the College and the Union - and shall issue a decision in writing to the Employee and to the Union within ten (10) working days of said meeting.

(iii) Notwithstanding clause 13.4 (a) (ii), a meeting between the College and the Union may be waived by mutual agreement of the College and the Union. Where a meeting is waived, the time frame for proceeding to next step in the grievance shall be within ten (10) working days of the date waived.

(b) **Step 2**

(i) If the grievance is not resolved satisfactorily at Step 1, the Union shall submit the grievance and the redress requested to the College within fifteen (15) working days of the receipt of the decision at Step 1.

(ii) The College shall arrange to meet with the Union, either in person or via electronic means, within ten (10) working days of receipt of the grievance - at a time which is agreeable to both the College and the Union - and shall issue a decision in writing to the Union within ten (10) working days of said meeting.

(iii) Notwithstanding clause 13.4 (b) (ii), a meeting between the College and the Union may be waived by mutual agreement of the College and the Union. Where such meeting is waived, the matter may be referred to arbitration not later than twenty (20) working days after the date waived.

(c) **Suspension or Termination**

In accordance with clause 31.4, grievances concerning suspension or termination shall be initiated at Step 2 of the grievance procedure within ten (10) working days of the date that the Employee receives notice of the suspension or termination or within twenty (20) working days of the date of suspension or termination, whichever is later.

Policy Grievance

13.5 (a) The Union shall have the right to file a policy grievance based upon a difference with the College concerning the interpretation, application, administration or alleged contravention of an article or articles of this Collective Agreement. A policy grievance is one that raises issues of an interpretive nature which may have future ramifications on the bargaining unit or on the interpretation of an article or articles of this Collective Agreement. Such grievance shall not normally be filed unless it affects more than one Employee.

(b) **Process**

The Union shall, within thirty (30) working days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to the College. The College shall arrange to meet with the Union, either in person or via electronic means, within fifteen (15) working days of receipt of the grievance, at a time which is agreeable to both parties. Within fifteen (15) working days of this meeting, the College shall forward a written decision to the Union.

College-Initiated Grievance

13.6 (a) The College shall have the right to file a grievance based upon a difference with the Union concerning the interpretation, application, administration or alleged contravention of this Collective Agreement.

(b) **Process**

The College shall, within thirty (30) working days of knowledge of the facts which give rise to the alleged grievance, submit the grievance in writing to

the Union, who shall arrange to meet with the College, either in person or via electronic means, within fifteen (15) working days of receipt of the grievance, at a time which is agreeable to both the College and the Union. Within fifteen (15) working days of this meeting, the Union shall forward a written decision to the College.

Arbitration Process

13.7 (a) **Matters Arbitrable**

Only the Union or the College may initiate the Arbitration Process. Only those matters set forth below may be submitted to arbitration:

- (i) grievances concerning the application, interpretation or alleged violation of an article or articles of this Collective Agreement;
- (ii) grievances concerning discipline of an Employee.

(b) **Notice**

Either of the parties may, within twenty (20) working days after exhausting the grievance procedure, notify the other party, in writing, of its desire to submit the matter to arbitration.

Arbitrator

- (c) The arbitration of grievances shall be by an Arbitrator, and the provisions noted in (i), (ii) and (iii) below shall apply:

- (i) The parties shall attempt to reach agreement on the selection of an arbitrator not later than ten (10) working days after the receipt of the notice.
- (ii) If the parties are unable to agree upon an Arbitrator the appointment shall be made by the Minister responsible for the **Trade Union Act** upon the request of either party.
- (iii) Within twenty (20) working days of an Arbitrator being appointed, the parties shall confer and set arbitration dates.

Arbitration Proceedings

- (d) Where a matter is submitted to arbitration, the Arbitrator shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision there on in the form of an Arbitration Award:

- (i) Every effort should be made by the College and the Union to share information relating to the arbitration case in a reasonable and timely manner prior to the arbitration hearing.
- (ii) If either party is going to raise preliminary objections as to the arbitrability of the matter(s) being submitted to arbitration, notice shall be given in writing to the other party at least forty-eight (48) hours prior to the commencement of the hearing.
- (iii) The Arbitrator shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any Employee(s) affected by it.
- (iv) The Arbitrator may summon any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitrator deems requisite to the full

investigation and consideration of the matters referred to the Arbitrator.

- (v) The parties may jointly request the Arbitrator to submit a report on the findings and the Arbitration Award to the parties within a specified period of time.
- (vi) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (vii) The Arbitrator shall not have the power to add to, subtract from, modify or alter in any way the provisions of this Collective Agreement.
- (viii) The decision of the Arbitrator shall be expressly confined to the issue contained in the grievance submitted to the Arbitrator, and the Arbitrator shall have no authority to make a decision and/or recommendation on any other issue not so submitted.
- (ix) Except as provided in clause 15.3, where the Arbitrator determines that an Employee(s) has had employment terminated or has been otherwise disciplined by the College for just cause, the Arbitrator may substitute such other penalty or remedy in lieu of the termination or the disciplinary action as the Arbitrator deems just and reasonable under the circumstances.

Arbitration Expenses

- (e) The expenses incurred by and in respect of an Arbitrator that are not otherwise covered by the Department responsible for Labour shall be shared equally between the College and the Union except as follows:
 - (i) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitrator on behalf of that party.
 - (ii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitrator.

STAFFING

Article 14: Workplace Diversity

Purpose

14.1 The parties agree to promote workplace diversity and shall, where appropriate, work together to:

- (a) facilitate the implementation of employment systems, policies and practices that are inclusive and non-discriminatory in nature and effect and which are consistent with the terms and conditions of this Collective Agreement; and
- (b) facilitate the collection and analysis of data on the current representation and distribution of Mi'kmaq and other Indigenous/Aboriginal people, African/Black-Nova Scotians and other members of racially visible groups, persons with disabilities, persons of a minority sexual orientation, gender identity and/or expression, newcomers, and women.

Designated Competitions to Encourage Diverse Applicants

14.2 (a) Notwithstanding *Article 15: Appointment and Termination of Employment*, during each fiscal year (April 1 - March 31) the College may designate up to

seven (7) competitions for vacant positions in the bargaining unit for members of diverse groups identified in clause (b).

- (b) The College shall advise the Union prior to posting a designated competition.
- (c) The College may designate a vacant position that has previously been designated pursuant to Article 14.2(a) without it counting towards the number of designated competitions per fiscal year as set out in Article 14.2(a). For clarity, the designations must be successive and of the same designation.

Article 15: Appointment and Termination of Employment

Appointments

- 15.1 (a) **Selection Criteria**
Selection criteria for positions shall be established in a manner that enables the College consistently high quality programs and services to its clients. All appointments shall therefore be based upon the College's assessment of the following criteria:
- (i) relevant skills and knowledge;
 - (ii) relevant occupational experience and employment;
 - (iii) relevant education and qualifications; and
 - (iv) where applicable, other bona fide relevant operational requirements.
- (iv) The College shall advise the Union at the time of posting when the College includes other relevant operational requirements in the selection criteria in accordance with clause 15.1 (a) (iv). When requested in writing by the Union, the College shall provide the reason(s) in writing for the inclusion of these operational requirements.
- (b) **Appointment Letter**
Upon appointment, an Employee shall be provided with a letter stating that Employee's classification, salary, and employment status. A copy of the letter of appointment will be sent to the Union.
- (c) **Vacancies to be Posted**
- (i) Where a position in the bargaining unit is vacant and the vacancy is to be filled, the College shall endeavour to post the vacancy within thirty (30) days, notwithstanding vacancies held in accordance with Article 30. Such postings shall include the job title, salary, location, status and classification of the position.
 - (ii) Where a vacancy occurs in the same department, same campus, and same or lesser position category as a vacancy that was filled within the previous four (4) months from the date the competition closed, the College may appoint a candidate from the initial job posting who was interviewed for the position. The College shall notify the Union when a position is filled under this clause.
 - (iii) Notwithstanding clause 15.1(c)(i), where a term Employee is hired to backfill a recurring full-time or part-time position, the College may re-offer the term opportunity to the same term Employee following the lay-off period, provided the reappointment is for the same position.

- (d) **Preference in Filling Vacancies**
- (i) *Employees on Reinstatement List*
- (1) The College will post all vacancies on the College web site.
 - (2) Where an Employee whose name is on the Reinstatement List applies for a posted vacancy and is qualified for the vacancy through the application of the criteria specified in clause 15.1 (a), the College shall appoint the Employee to the position.
 - (3) Where two or more Employees whose names are on the Reinstatement List apply for and are qualified for a posted vacancy, the College shall appoint the Employee with the greatest seniority.
- (ii) *Other Applicants*
- Where the application of clause 15.1 (d) (i) does not result in a vacancy being filled and where the applicants ranked highest to fill a vacancy in the bargaining unit are qualified and are of relatively equal merit (as determined by the application of the criteria specified in 15.1 (a)), preference in filling that vacancy shall be given in the following order:
- (1) to Employees with regular status;
 - (2) to Employees with probationary status;
 - (3) to Employees with term status;
 - (4) to members of diverse groups identified in clause 14.1(b);
 - (5) to other persons employed by the College;
 - (6) to other qualified persons.

Relatively Equal Merit

- 15.2 (a) The parties agree that candidates are of relatively equal merit when the aggregate scores of the candidates, as determined by the College through the application of the criteria specified in clause 15.1 (a), are within ten percent (10%) of each other. No applicant will have advanced standing or points prior to the interview.
- (b) Where the applicants ranked highest to fill a vacancy in the bargaining unit who are of relatively equal merit are in the same preference grouping in accordance with clauses 15.1 (d) (ii) (1) through 15.1 (d) (ii) (6) inclusive, the successful candidate shall be the person with the most service with the College.

Termination of Employment

- 15.3 (a) **Employees with Probationary or Term Status**
- The College may terminate the employment of a probationary full- or part-time Employee who has not met the appropriateness, competency, and suitability criteria for eligibility for regular status by the end of the probationary period.
- (b) **Notice**
- The College may, at any time, terminate the employment of a probationary full- or part-time Employee or term full- or part-time Employee by giving notice, or pay in lieu of notice, in accordance with the following time frames:
- (i) during the first twelve (12) months from the date of appointment: two (2) weeks;
 - (ii) following twelve (12) months from the date of appointment: four (4) weeks.

The College shall provide, in writing, reasons for the termination to the Employee.

(iii) The initial letter of appointment to a term full- or part-time position shall include the anticipated end date of the appointment. No further notice of termination of employment is required.

(c) **Any Employee**

The College may terminate, at any time, the employment of any Employee for just and sufficient cause. The College shall provide, in writing, reasons for the termination to the Employee and the Union.

(d) **Notice of Resignation**

An Employee who resigns shall provide written notice to the College in accordance with the following:

(i) during the first twelve (12) months following the Employee's appointment: two (2) weeks;

(ii) following twelve (12) months from the date of appointment: four (4) weeks or less, as mutually agreed upon by both parties.

(iii) Notwithstanding clauses 15.3 (d) (i) and 15.3 (d) (ii), an Employee may withdraw a notice of resignation within three (3) working days of the notice being given, and the notice so withdrawn shall be deemed never to have taken place.

(e) **Absence without Approval**

An Employee who is absent from employment for ten (10) consecutive days without approval from the College:

(i) shall be deemed to have resigned the Employee's position effective the first day of absence;

(ii) may be reinstated if the Employee establishes to the satisfaction of the College that the absence arose from a cause beyond the Employee's control, and it was not possible for the Employee to notify the College of the reason for the absence.

Expressions of Interest

15.4 (a) Where the College determines that an assignment would be best completed by an existing Employee, the College shall make a temporary reassignment opportunity available to all Employees with regular status through an expression of interest process.

(b) The College shall invite all Employees with regular status to express interest in the temporary assignment opportunity through an application process. The invitation shall describe the nature of the reassignment opportunity and the qualifications sought in the successful candidate.

(c) Selection of the Employee to participate in the temporary assignment shall be in accordance with the selection criteria specified in the invitation to express interest and operational requirements.

(d) Where it is necessary to backfill a position vacated by an Employee who has been temporarily reassigned, the vacancy shall be filled in accordance with clause 15.1.

(e) A temporary reassignment shall not extend beyond a twenty-four (24) month period.

(f) Upon completion of a temporary reassignment, the Employee shall be

reinstated to the continuing position held immediately prior to taking the temporary reassignment or to a comparable position at the same campus. If the position held immediately prior to the temporary reassignment no longer exists or a comparable position is not available, the Employee shall be subject to *Article 30: Job Security*.

15.5 **Temporary Replacement**

Where a person hired to replace an incumbent Employee who has temporarily vacated a position is appointed as a casual person and subsequently qualifies as a term Employee, the appointment status of the casual person shall be changed to term, effective the date the Employee becomes eligible for the status change. The College will inform the Union of said change in status.

Article 16: Position Categories

16.1 **Bargaining Unit Positions**

Appointments to positions within the bargaining unit shall be categorized according to the duration of the position (continuing, recurring, or term) and by the duration of the work assignment required each week (full-time or part-time) as follows:

Hours Worked Weekly	Duration of Position		
	52 wk/yr	<52 wk/yr	≤ 24 months
100% normal work week	Continuing, Full-time	Recurring, Full-time	Term Full-Time
≥ 40% normal work week but < 100%	Continuing, Part-time	Recurring, Part-Time	Term Part-Time

- (a) **Continuing Full-Time Position** means a position in which the duties are of a continuing nature and in which the incumbent is required to work full-time.
- (b) **Continuing Part-Time Position** means a position in which the duties are of a continuing nature and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours as specified in clause 21.1 for each twelve (12) month period.
- (c) **Recurring Full-Time Position** means a position in which the duties are of a recurring nature and in which the incumbent is required to work full-time for fewer than fifty-two (52) weeks each year.
- (d) **Recurring Part-Time Position** means a position in which the duties are of a recurring nature and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours as specified in clause 21.1 for less than fifty-two (52) weeks each year.
- (e) **Term Full-Time Position** means a position in which the duties are performed during a defined period and in which the incumbent is required to work full-time for a period of more than twelve (12) consecutive weeks and not more than twenty-four (24) months, except as provided in Letter of Understanding #1: Positions Funded Externally.
- (f) **Term Part-Time Position** means a position in which the duties are performed during a defined period and in which the incumbent is required to work less than full-time but not fewer than forty percent (40%) of the working hours per week specified in clause 21.1 for more than twelve (12) consecutive weeks and not more than twenty-four (24) months, except as provided in Letter of Understanding #1: Positions Funded Externally.

16.2 Appointments Not Covered

Notwithstanding clause 16.1 (e) and (f) where, in exceptional circumstances, an Employee with regular status requests and the College approves a temporary absence from the Employee's bargaining unit position to another opportunity in the bargaining unit for a period longer than provided in clause 16.1 (e) and (f), the time limitations of term appointments shall not apply to the Employee appointed to backfill for the Employee who is temporarily absent.

Article 17: Status of Employee

Probationary Status

17.1 (a) *Purpose of Probationary Period*

The purpose of a probationary period is to determine the appropriateness, competency, and suitability of a probationary full- or part-time Employee for continuing employment as a regular full- or part-time Employee.

(b) *Length of Probationary Period*

(i) Except as otherwise provided for in this article or the status exceptions in clauses 17.4 (a), 17.4 (b), or 17.4 (c), an Employee appointed to a continuing full- or part-time position shall be on probation for a period of twelve (12) months. The College may confer regular status after the Employee has served in a continuing full- or part-time position for six (6) months.

(ii) Except as otherwise provided for in this article or the status exceptions in clauses 17.4 (a), 17.4 (b), or 17.4 (c), an Employee appointed to a recurring full- or part-time position shall be on probation for a cumulative period of twelve (12) months of service. The College may confer regular status after the Employee has served in a recurring full- or part-time position for six (6) months.

(iii) Notwithstanding clauses 17.1 (b) (i) and 17.1 (b) (ii), where a term Employee with twelve (12) months or more of continuous service is appointed to a continuing full- or part-time or recurring full- or part-time position with the same classification, position category and position title at the same location without a break in service, six (6) months of the term service shall count toward completion of the probationary period.

(iv) Notwithstanding clauses 17.1 (b) (i) and 17.1 (b) (ii), 17.1 (b) (iii), where Letter of Understanding #1: Positions Funded Externally applies and a term Employee with thirty (30) months or more of continuous service is appointed to a continuing full- or part-time position with the same classification, position category and position title at the same location without a break in service, the probationary period will be considered served.

(c) *Periods Not Included*

The probationary period shall not include:

(i) any periods not worked (other than paid holidays or vacation);

(ii) employment in a position not covered by clause 16.1.

(d) *Extensions to Probationary Period*

(i) For any cumulative period of twenty (20) working days or more not

included, per clause 17.1 (c), in the probationary period, the length of time required to complete the probationary period may be extended by the number of working days in excess of twenty (20). Where such extension is to be provided, the College shall notify the Employee one (1) month prior to the expiration of the probationary period stating the reasons for the extension. Such extension shall not exceed six (6) months.

- (ii) Where, through the application of the processes pertaining to Building Employee Success, the College determines that an Employee has met some, but not all, of the appropriateness, competency, and suitability criteria for regular status, the College may grant an extension to the Employee's probationary period for a specific period of time, not to exceed 6 months.

(e) **Performance Review**

The College shall review the performance of each probationary full or part-time employee in accordance with *Article 28: Performance Review – Building Employee Success*.

Regular Status

17.2 (a) **Requirements for Regular Status**

The College shall grant regular status to a probationary full- or part-time Employee who:

- (i) has completed the probationary period; and
- (ii) has met the appropriateness, competency, and suitability criteria for eligibility for regular status.

(b) **Status Retained Upon Re-Appointment**

A regular full- or part-time Employee shall retain regular status, and the College shall not require a regular full- or part-time Employee to serve a trial period when appointed to a different continuing full- or part-time position with the same classification and position title without a break in employment.

Position Category and Status of Employee

17.3 Appointments to continuing full- or part-time, recurring full- or part-time and term full- or part-time positions in the bargaining unit shall be categorized by the status of the Employee (probationary, regular, or term) as follows:

Work Assignment	Status		
	Probationary	Regular	Term
Full-Time	Probationary Full-Time Employee	Regular Full-Time Employee	Term Full-Time Employee
Part-Time	Probationary Part-Time Employee	Regular Part-Time Employee	Term Part-Time Employee

- (a) Probationary Full-Time Employee means an Employee appointed to a continuing or recurring full-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).
- (b) Probationary Part-Time Employee means an Employee appointed to a continuing or recurring part-time position who has not yet successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).
- (c) Regular Full-Time Employee means an Employee appointed to a continuing

or recurring full-time position who has successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).

(d) Regular Part-Time Employee means an Employee appointed to a continuing or recurring part-time position who has successfully completed the requirements for being granted regular status in accordance with clause 17.2 (a).

(e) Term Full-Time Employee means an Employee appointed to a term full-time position.

(f) Term Part-Time Employee means an Employee appointed to a term part-time position.

Status Exceptions

17.4 (a) *Temporary Replacement*

(i) Notwithstanding clause 17.3, a person hired to replace an incumbent Employee who has temporarily vacated a position for not more than twenty-four (24) months, or who has assumed a less than full-time assignment in accordance with *Article 19: Reduced Assignment and Job Sharing*, shall be a term full- or part-time Employee or a person employed on a casual basis, in accordance with the duration of the appointment and the number of working hours. *See also Letter of Understanding #1: Positions Funded Externally.*

(ii) Notwithstanding (i) above, if a person hired to replace an incumbent Employee who has vacated a position to take another temporary position within the College, in another bargaining unit position, the position can be temporarily vacated for a period of not more than thirty-six (36) months.

(b) *Employee on Reinstatement List*

Notwithstanding clause 17.3, where a regular full- or part-time Employee on the Reinstatement List in accordance with clause 30.11 (a) is appointed to a continuing full- or part-time or recurring full- or part-time position, the status of that Employee shall be regular full- or part-time except as provided in clause 17.4 (a) when the status of the Employee for that position shall be term full- or part-time or casual. The rights of the Employee while on the Reinstatement List, however, shall be those applicable to an Employee with regular status. Benefits for the Employee while occupying a position as a term full- or part-time Employee, however, shall be in accordance with that of a regular full- or part-time Employee according to the duration of work required each week.

(c) *Trial Period*

The College shall require:

(i) any regular full- or part-time Employee who resigns and is subsequently appointed to a continuing full- or part-time or recurring full- or part-time position within twelve (12) months of resignation;

(ii) any regular full- or part-time Employee appointed to a continuing full- or part-time or recurring full- or part-time position in a classification different from that of the position for which the Employee was conferred regular status;

to successfully complete a trial period of six (6) months and meet the appropriateness, competency and suitability criteria for regular status prior to the College again conferring regular status to that Employee. During the trial period, the position previously held by the Employee, if filled by the College, shall be filled on a term basis.

- (iii) A regular full-time or part-time Employee who is not successful in completing a trial period in accordance with clause 17.4 (c) (ii), or who informs the College in writing that the Employee no longer wishes to continue in the position, shall revert to the position, classification, and salary level held prior to commencing the trial period and shall not suffer loss of service and seniority. Where this occurs, any regular full- or part-time Employee who is filling the position vacated by an Employee serving a trial period shall be returned to the position and salary held immediately prior to the secondment without loss of service and seniority.
- (d) ***Regular Employees in Term Positions***
Where an Employee with regular status is appointed to a term position in the bargaining unit, the Employee shall retain their regular status in the position vacated and continue to accrue service and seniority for the length of the term position and will return to their original position at the end of the term position.
- (e) ***Regular Employees in Temporary Appointments***
Where an Employee with regular status has accepted an appointment to a special project outside the bargaining unit or is on an approved leave of absence from the bargaining unit, the Employee shall retain the rights and privileges of regular status with respect to the position temporarily vacated for a period of up to twenty-four (24) consecutive months, or up to thirty-six (36) months where Letter of Understanding #1: Positions Funded Externally applies.

Article 18: Classification and Reclassification

Classification of New Positions

18.1 The College shall review and assign an interim classification for newly created positions in accordance with the classification framework used by the College. The College shall advise the Union of the classification at or before the time of posting.

Request for Reclassification

- 18.2 (a) Where an Employee wishes to have that Employee's position reclassified, an Employee shall forward a request to an Employee's immediate supervisor requesting the reclassification together with a job fact sheet summarizing how the position has changed.
- (b) Where the immediate supervisor concurs with the revisions to the job fact sheet, the immediate supervisor shall sign the job fact sheet confirming agreement and shall forward it to the Senior Leader responsible for that functional area for the purpose of determining whether the changes are consistent with the expectations of that position.
- (c) Where the duties on the job fact sheet are not consistent with the expectations for the position, the Senior Leader shall advise the immediate supervisor who will advise the Employee and, where applicable, clarify expectations for the position.

- (d) Where there is more than one position with the same title and classification level as the position for which an Employee is requesting a reclassification, the Senior Leader shall invite other incumbents in these positions to complete a job fact sheet(s).
- (e) The Senior Leader shall:
 - (i) determine whether the job fact sheet(s) appropriately reflects the duties of all the positions with the same position title or
 - (ii) determine whether the duties reflected in one or more job fact sheets are specific to one or more locations, and
 - (iii) forward the approved job fact sheet(s) and/or a consolidated job fact sheet(s) to the Senior Human Resource Person responsible for reclassification.
- (f) Where a Senior Leader forwards an approved job fact sheet(s) and/or consolidated job fact sheet(s) in accordance with 18.2 (e), the College shall evaluate the position(s) using the criteria of the College Job Evaluation Plan.
- (g) If there is a change in classification level for a position, the change shall apply to incumbents in the College whose duties are reflected on the consolidated job fact sheet for that position.
- (h) Where an Employee is not satisfied with the decision of the College resulting from 18.2(f) an Employee may appeal the decision in accordance with the provisions of 18.6.

Effective Date of Reclassification or Change in Interim Classification

- 18.3 (a) The effective date for any reclassification shall not be earlier than the date of implementation of the reclassification.
- (b) Notwithstanding 18.3 (a), where the College revises an interim classification for a new position, the effective date for the new classification shall be the date of the affected Employee's appointment to the position.

Rate of Pay upon Reclassification

- 18.4 Where a position is reclassified, the rate of pay for affected Employees shall be in accordance with clause 20.7.

Notification of Decision

- 18.5 The College shall provide to the Union a copy of the letter advising an Employee of its decision within ten (10) working days.

Appeal Procedures

- 18.6 (a) The parties agree to establish a Classification Appeals Committee (CAC). Such committee shall be comprised of three (3) representatives of the College and three (3) representatives of the Union. Each party shall appoint a Co-Chair. The Chair of the CAC shall rotate between the two (2) Co-Chairs. The Chair shall be a voting member.
- (b) The CAC shall review and adjudicate on complaints from Employees regarding their classification where a change of job duties has occurred.

- (c) A majority decision of the CAC shall be binding on an Employee and the parties.

Appeals Process

- 18.7 (a) Within fourteen (14) days of receipt of a decision of a classification review by the College, an Employee may submit in writing a request for an appeal of that decision to the designated Senior Human Resource Person. Upon receipt of the appeal, the Senior Human Resource Person shall forward the written request, along with all relevant documentation and information used in the original review, to the Co-Chairs of the CAC.
- (b) Within fifteen (15) days of receipt of an appeal, CAC shall acknowledge the appeal and shall arrange to meet (either in person or electronically) to consider the appeal. An Employee has the right to appear before CAC when that Employee's appeal is being dealt with by CAC.
- (c) The CAC shall review the appeal. Where possible, the CAC shall render its decision within seven (7) days of the meeting in 18.7 (b) above. An Employee shall be informed immediately of the decision.
- (d) If the CAC fails to reach a majority decision, an Employee may initiate an adjudication procedure, as outlined in 18.8.
- (e) A majority decision of the CAC shall be effective the date the appeal was received by the Senior Human Resource person.
- (f) The parties shall be responsible for the costs of their appointees.

18.8 Selection of Adjudicator

- (a) The College and the Union shall agree on the names of compensation specialists willing to serve as adjudicators. An alphabetic list shall be compiled of all those named and the adjudicators shall be rotated sequentially.
- (b) ***Parameters for Adjudication***
The adjudicator shall decide the issue of the proper classification for the position based upon the existing classification system.
 - (i) The adjudicator shall provide a decision, in writing, to the College and the Union within thirty (30) days of the referral.
 - (ii) The decision of the adjudicator shall be final and binding on all parties, and grievance rights shall not apply in respect of a decision of the adjudicator.
 - (iii) The adjudicator shall not:
 - (1) alter any job fact sheets and/or any classification standards determined by the College;
 - (2) entertain an appeal based solely on the grounds of the inadequacy of pay rates negotiated for the classification assigned to the position occupied by the appellant Employee;
 - (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months,

except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position since the position was last considered by the adjudicator.

- (c) The College and the Union shall share equally in the costs associated with the services of the adjudicator.

Article 19: Reduced Assignment and Job Sharing

Reduced Assignment

19.1 The College, the Union and Employees agree to adopt arrangements for reduced assignment for Employees in accordance with the provisions outlined in clauses 19.1 (a) to 19.1 (d) and 19.3.

- (a) ***Duration***
A regular full-time Employee may request in writing and, with the approval of the College, assume a less than full-time assignment for a period, agreed upon between the College and the Employee, of up to twenty-four (24) months. This time period may be extended by mutual agreement of the College, the Union and the Employee requesting the reduction.
- (b) ***Bargaining Unit Membership Retained***
Except as otherwise provided herein, an Employee whose assignment has been reduced shall continue to be a member of the bargaining unit and covered by this collective agreement.
- (c) ***Revert to Full-Time Position***
At the end of the period of reduced hours, the Employee for whom the reduction was approved shall resume the full-time hours of the position.
- (d) ***Pro-rated Provisions***
 - (i) Salary and benefits for the Employee whose position is reduced shall be in accordance with clause 20.5 during the period of the reduced assignment.
 - (ii) Notwithstanding 19.1 (d) (i), College and Employee contributions to the Long-Term Disability (LTD) Plan and any benefit for which an Employee may be eligible under the LTD Plan during or after the approved period of the reduced assignment shall be determined in accordance with the provisions of the LTD Plan.

Job Sharing

19.2 The College, the Union and Employees agree to adopt arrangements for job sharing for Employees in accordance with the provisions outlined in clauses 19.2 and 19.3.

- (a) ***Bargaining Unit Membership Retained***
Job sharing will only be approved when requested by existing Employees with regular status, and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.

- (b) ***Participants Covered by Collective Agreement***
Except as otherwise provided herein, Employees participating in job sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement.
- (c) ***Approval Subject to Operational Requirements***
Job sharing arrangements will only be authorized where operational requirements permit, and the provision of services is not adversely affected.
- (d) ***Eligibility***
Both Employees in a job sharing arrangement must be Employees with regular status, one of whom is the incumbent of the position to be job shared. Both Employees must share the same job classification/title and be suitably qualified and capable of carrying out the full-time duties and responsibilities of the position to be job shared.
- (e) ***Application Required***
An Employee wishing to job share the Employee's position has the responsibility of finding an eligible Employee willing to enter into the job sharing arrangement. The two Employees requesting approval to implement a job sharing arrangement will submit the appropriate application form to the Manager of the position to be job shared.
- (f) ***Duration***
A position will be job shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two-year (2) maximum period must be mutually acceptable to the College, the Union and both Employees. At the end of the job sharing period, each Employee will resume the full-time position held prior to entering into the job sharing arrangement.
- (g) ***Each Employee to Work One-Half Work Schedule***
Each of the two Employees in a job sharing arrangement will be required to fulfill one-half of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods, except where a request for a greater averaging period has the prior approval of both the College and the Union.
- (h) ***Service***
Employees will be credited with one-half (½) month's service each calendar month of the job sharing arrangement and not be subject to the provisions of clause 29.1 (a) (iii) of the Collective Agreement. An Employee's anniversary and/or service date for the purposes of earning a merit increment, increment in vacation entitlement, etc. will remain unchanged as if the Employee were working on a full-time basis.
- (i) ***Hours of Work and Work Week***
For the purposes of the Collective Agreement, an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job sharing arrangement. A day on which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside the Employee's scheduled hours of work will be compensated as overtime in accordance with *Article 22: Overtime, Acting Pay, and Shift Premiums* of the Collective Agreement, with the Employee's bi-weekly rate being determined in the same manner as if the Employee were working the normal full-time hours.

(j) **Pro-rated Provisions**

The following benefits will be pro-rated during a job sharing arrangement:

- (i) **Holidays**
Each Employee will be entitled to one-half ($\frac{1}{2}$) the paid holidays provided for under *Article 35: Paid Holidays* of the Collective Agreement.
- (ii) **General Illness**
Each Employee will be entitled to one-half ($\frac{1}{2}$) of the entitlement provided for in accordance with *Article 36: Sick Leave* and *Letter of Understanding #3: Joint Benefits Committee*. Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3*, such entitlement shall be up to a maximum of the equivalent of nine (9) days at the appropriate full-time salary level.
- (iii) **Short Term Illness**
Each Employee will be entitled to one-half ($\frac{1}{2}$) of the entitlement provided for under *Article 36: Sick Leave* and *Letter of Understanding #3: Joint Benefits Committee*. Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3*, such entitlement shall be up to a maximum of the equivalent of fifty (50) days at the appropriate full-time salary level.
- (iv) **Long Term Disability**
During the job sharing period, College and Employee contributions to the LTD Fund will continue to be based upon the Employee's normal full-time salary. For the purposes of determining an Employee's benefits during the job sharing period, the amount of coverage will be based upon the normal salary the Employee is entitled to receive during the job sharing period. Upon the expiry date of the job sharing period, as specified in the Employee's approved application, the amount of coverage will be based upon the normal full-time salary the Employee would be entitled to receive in the position held prior to entering the job sharing arrangement.
- (v) **Other Paid Leaves**
Each Employee will be entitled to one-half ($\frac{1}{2}$) the entitlement provided for in the Collective Agreement.
- (vi) **Group Life Assurance**
Unless otherwise agreed by the parties in accordance with *Letter of Understanding #3: Joint Benefits Committee* cost sharing of premiums and benefit entitlement will be based on one-half ($\frac{1}{2}$) the Employee's normal full-time salary.
- (vii) **Monthly Allowances/Premiums**
Each Employee will be entitled to one half ($\frac{1}{2}$) the entitlement provided for in the Collective Agreement.
- (viii) **Pension and Pensionable Service**
In accordance with *Article 41: Pension and Service Award* of the Collective Agreement, Employees shall continue to be covered by the provisions of the *Public Service Superannuation Act*. During the job sharing period, an Employee's pensionable service will be in accordance with service credits accumulated in accordance with clause 19.2 (h) and the Employee's pensionable earnings will be based

upon the gross salary received for the period of pensionable service earned.

- (k) **Revert to Full-Time Position**
In the event one of the participating Employees vacates the job-shared position (e.g. through termination of employment, appointment to another position or being placed on leave under the LTD plan), the job sharing arrangement will terminate and the remaining Employee will revert to working full-time in the full-time position occupied prior to the job sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the College and the Union.

- (l) **Notice to Terminate or Extend Job Sharing**
 - (i) If either participating Employee or the College wishes to terminate the job sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days' written notice shall be required.
 - (ii) If the two Employees wish to extend their job sharing arrangement beyond the initial period covered by their application or the maximum two-year period provided for in clause 19.2 (f), they shall give a minimum of sixty (60) calendar days' written notice of such intent prior to the expiry of the original job sharing arrangement.

- (m) **Replacement Covered by Collective Agreement**
An Employee hired to fill any position temporarily vacated as a result of job sharing will be covered by the Collective Agreement.

Cost to College

19.3 The parties agree that, except for the cost of benefits provided in this article and/or the Collective Agreement, there will be no added cost to the College directly resulting from any job sharing or reduced assignment arrangement.

WORKING CONDITIONS

Article 20: Method of Payment

Pay Day

20.1 Pay day shall normally occur once every two-week period.

Rates of Pay

20.2 The rates of pay shall be in accordance with *Schedule 1: Operational Support Classification and Salary Plan*, less any authorized deductions. The rates of pay for the period covered by the term of this Collective Agreement shall be as follows:

- (a) Effective April 1, 2024, the rates in effect on March 31, 2024, shall be increased by three percent (3%) and a two point five percent (2.5%) special adjustment. For clarity, the two point five percent (2.5%) special adjustment is non-compounded. See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (a), 1.2 (a), 1.3 (a), 1.4 (a), 1.5 (a).

- (b) Effective April 1, 2025, the rates in effect on March 31, 2025, shall be increased by two percent (2%). See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (b), 1.2 (b), 1.3 (b), 1.4 (b), 1.5 (b).

- (c) Effective April 1, 2026, the rates in effect on March 31, 2026, shall be increased by two percent (2%). See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (c), 1.2 (c), 1.3 (c), 1.4 (c), 1.5 (c).
- (d) Effective April 1, 2027, the rates in effect on March 31, 2027, shall be increased by two percent (2%). See *Schedule 1: Operational Support Classification and Salary Plan*, Sections 1.1 (d), 1.2 (d), 1.3 (d), 1.4 (d), 1.5 (d).

Rate of Pay upon Appointment

20.3 Upon appointment to a position in the bargaining unit, including a subsequent appointment to a different position in accordance with *Article 15: Appointment and Termination of Employment*, the College shall compensate an Employee on the salary band for the position's classification at a step commensurate with the Employee's education and experience, as determined by the College.

Exceptions to Rate of Pay upon Appointment

20.4 Notwithstanding clause 20.3, the following exceptions shall apply:

- (a) The rate of compensation of an Employee upon appointment to a position may be at a rate higher than that prescribed in clause 20.3 if, in the opinion of the College, such higher rate is necessary to effect the appointment of a qualified person to the position.
- (b) Where an Employee is assigned to a position with a lower salary range in accordance with clause 30.6 (h), the compensation for the Employee shall be in accordance with that clause.
- (c) Where an Employee is assigned to a position with a higher salary range in accordance with clause 30.6 (i), the compensation for the Employee shall be in accordance with that clause.

Rate of Pay for Job Sharing and Reduced Assignment

20.5 Where an Employee is job sharing or working a reduced assignment in accordance with *Article 19: Reduced Assignment and Job Sharing*, the College shall base the Employee's salary and benefits on a pro-rated amount agreed upon by the College and the Employee in advance of commencing the arrangement.

Anniversary Date

- 20.6 (a) The anniversary date of an Employee shall be the first day of the month in which employment occurs if the Employee reported for duty during the first five (5) working days of the month in which the Employee was employed, or the first day of the following month if the Employee reported for duty later than the fifth working day of the month.
- (b) The anniversary date will only change to the first day of another month if:
 - (i) the Employee is subsequently appointed to a different position; or
 - (ii) the position occupied by the Employee is reclassified, at which time the date of the reclassification becomes the new anniversary date; or
 - (iii) the Employee has been on leave of absence without pay, in which case the Employee's anniversary date will be moved forward by the amount of time which the Employee was on leave without pay, unless otherwise provided in this Collective Agreement.

Rate of Pay upon Reclassification

20.7 Where a position is reclassified, the following provisions shall apply to the affected Employee(s):

(a) **Re-Classification on Higher Salary Band**

- (i) Where an Employee is eligible for consideration for an increment on or within six (6) months of the effective date of the reclassification, first apply the increment (provided an Employee is recommended for an increment and there are steps available on the current pay scale). Where this occurs an Employee will be next eligible for consideration of an increment twelve (12) months beyond the effective date for the reclassification; or
- (ii) Where an Employee is not eligible for consideration for an increment on or within six (6) months of the effective date of the reclassification but there are step(s) available on the current pay scale, maintain the current anniversary date unchanged following the effective date of the reclassification; or
- (iii) Where an Employee is at the top of the salary scale and therefore not eligible for an increment, assign a new anniversary date following the reclassification twelve (12) months after the date of reclassification; and
- (iv) Determine the Employee's salary placement on the new salary scale at the next highest salary step to the salary earned prior to the reclassification.

(b) **Re-Classification on Lower Salary Band**

Where a position is reclassified on a lower salary band, the classification for the position shall change to the lower classification level. Notwithstanding this, an Employee shall remain on the current salary band as a present incumbent only. However, all future appointments to the position shall be on the new salary band.

Salary Increments

20.8 Effective the anniversary date of the Employee, the College shall grant:

- (a) an increment for meritorious service, provided the Employee has received a satisfactory performance review within the past twelve (12) months; or,
- (b) an increment where a performance review has not been completed within the past twelve (12) months. However, such granting of an increment shall not be interpreted as an indication of satisfactory performance.

Withheld Increments

20.9 When an increase provided for in clause 20.8 (a) is withheld as the result of an unsatisfactory performance evaluation:

- (a) the reason for withholding the increment shall be given to the Employee in writing by the College; and
- (b) the increase may be granted effective any subsequent first day of any month after the anniversary date upon which the increase was withheld.

Implementation of Negotiated Increases

20.10 Increases negotiated in this Collective Agreement shall be implemented on a step-for-

step basis; for example, an Employee in the third step of any pay range shall be placed in the third step of the corresponding new pay range.

Retroactivity

20.11 Employees who left employment in the bargaining unit between April 1, 2024 and the signing of this Collective Agreement shall be entitled to full retroactivity of the economic increases referred to in clause 20.2. The College shall advise such Employees by giving written notice sent by mail to the Employee's last known address that the period in which the former Employee may claim the retroactive payment is sixty (60) calendar days from the date of notification.

Article 21: Hours of Work

Regular Hours of Work

Full-Time Hours

21.1 For full-time hours of work, the normal work week shall be thirty-five (35) hours per week exclusive of meal breaks.

Bi-Weekly Hours

21.2 When, because of the operational requirements, hours of work are scheduled for Employees on a rotating or irregular basis, they shall be scheduled so that, on a bi-weekly basis Employees to whom clause 21.1 applies work an average of seventy (70) hours, exclusive of meal breaks.

Work Schedule/Shift Changeover

21.3 The College shall not normally schedule Employees to commence work within sixteen (16) hours of completion of the last hours worked and shall avoid excessive fluctuations in hours of work.

No Guarantee of Hours

21.4 An Employee's scheduled hours of work shall not be construed as guaranteeing the Employee minimum or maximum hours of work.

Notification of Work Schedules/Shifts

- (a) The College agrees to notify Employees in writing at least two (2) weeks in advance of introducing new or changed work schedules/shifts.
- (b) Notwithstanding (a), the College will not change or introduce schedules/shifts with less than two (2) weeks' notice except with the consent of the Employee(s), or in the event of an emergency, unplanned operational requirements, or as provided in clause 21.6.

Exchange of Scheduled Hours/Shifts

21.6 Provided sufficient advance notice is given and with approval of the College, Employees may exchange scheduled hours/shifts if there is no increase in cost to the College.

Consecutive Days Worked

21.7 The College will ensure that each Employee receives a rest period of at least twenty-four (24) consecutive hours in every seven (7) days, with the exception of an emergency situation.

Weekends Off

- 21.8 (a) The College shall endeavour to provide each Employee one (1) weekend in three (3) and will ensure one (1) weekend in four (4).
- (b) Notwithstanding clause 21.8 (a), the College may establish a new position which includes all or part of a weekend as normal day(s) of work. After an Employee has worked in such a

position for two (2) years, the College shall ensure that such Employee is scheduled off a minimum of six (6) weekends a year.

Rotation of Work Schedules/Shifts

- 21.9 (a) Employees required to work rotating work schedule/shifts shall be scheduled in such way as to, as equitably as possible, assign the rotation equally.
- (b) Clause 21.9 (a) does not preclude an Employee from being continuously assigned to an evening or night work schedule/shift at the Employee's request where such continuing assignment is acceptable to the College.
- (c) Before approving the continuous assignment of one Employee to an evening or night schedule/shift in accordance with clause 21.9 (b), the College shall first conduct an Expression of Interest process to determine if there are other affected employees who would like to be assigned the evening or night schedule/shift on a continuous basis. Where more than one Employee requests such assignment, the College shall rotate the evening or night schedule/shift equitably among the Employees.

Work Day Not Split

- 21.10 No scheduled work day/shift shall be split for a period longer than the regularly scheduled meal period.

Meal Breaks

- 21.11 (a) Unless mutually agreed otherwise, meal breaks shall not be less than thirty (30) minutes or more than sixty (60) minutes in a workday/shift for Employees whose work schedules are provided for in clauses 21.1 and 21.2 or working full-time hours on that workday/shift. Such meal breaks shall be scheduled in accordance with operational requirements.
- (b) For Employees whose work schedules are not provided for in 21.1 and 21.2, the College shall provide an unpaid meal break of thirty (30) minutes to an Employee working a minimum of five (5) hours in a workday/shift.

Rest Periods

- 21.12 (a) The College shall provide two (2) rest periods of fifteen (15) minutes each on each work day for Employees working full-time hours in accordance with clause 21.1 or working full-time hours on that workday/shift.
- (b) For Employees whose work schedules are not provided for in 21.1, the College shall provide one (1) rest period of fifteen (15) minutes to an Employee working a minimum of four (4) hours in a workday/shift.

Wash-Up Time

- 21.13 Where there is a clear-cut need, the College shall permit wash-up time to a maximum of fifteen (15) minutes immediately before the end of a scheduled work day/shift.

Variance in Hours

- 21.14 The College may vary the scheduled hours and workdays of work in a position, the duties and nature of which require varied hours and days of work.

Alternative Work Schedules

Flexible Working Hours

- 21.15 The College shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the College is satisfied that an adequate number of Employees in a unit have requested and wish to participate in such a schedule. The total hours worked bi-weekly shall be in accordance with clause 21.2.

Compressed Work Week

21.16 Where Employees in a unit have indicated a desire to work a compressed work week, the College may authorize a compressed work week schedule, providing operational requirements permit and the provision of services is not adversely affected. The averaging period for a compressed work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.

Return to Regular Times of Work

21.17 In the event that flexible scheduled working hours or a compressed work week in accordance with clauses 21.16 and 21.17:

- (a) does not result in the provision of a satisfactory service; or
- (b) incurs an increase in cost to the College; or
- (c) is operationally impractical for other reasons;
the College may require a return to regular times of work, in which case the Employees shall be provided with sixty (60) calendar days' advance notice of such requirement.

Conversion of Hours

21.18 Except as otherwise provided in this Collective Agreement, the following paid leave benefits shall be converted to hours on the basis of one day's benefit being equivalent to one-tenth (1/10th) of the regular bi-weekly hours for the Employee's classification:

- (a) calculation of service in accordance with *Article 29: Service and Seniority*
- (b) annual vacation entitlement
- (c) vacation carryover
- (d) paid holidays in accordance with *Article 35: Paid Holidays*
- (e) bereavement leave
- (f) leave for birth of child
- (g) leave for family illness
- (h) leave for emergency
- (i) sick leave
- (j) acting pay qualifying period
- (k) rest periods.

Article 22: Overtime, Acting Pay, and Shift Premiums

Definitions

22.1 In this article and *Article 35: Paid Holidays*:

- (a) overtime means work, authorized by the College, in excess of an Employee's regular work day or regular work week. Overtime may be voluntary or required by the College.
- (b) time and one-half means one and one-half (1½) times the straight time rate calculated by the appropriate formula below:
Employees to whom clause 21.1 applies: $\frac{\text{Bi-weekly Rate} \times 1.5}{70}$
- (c) double time means two (2) times the straight time rate calculated by the appropriate formula below:
Employees to whom clause 21.1 applies: $\frac{\text{Bi-weekly Rate} \times 2}{70}$

Application of Overtime to Full-Time Employees

22.2 (a) **Allocation and Notice of Overtime**

Subject to operational requirements, the College shall make every reasonable effort:

- (i) to allocate overtime work on a fair and equitable basis among readily available and qualified Employees; and
- (ii) to give Employees who are required to work overtime adequate advance notice of this requirement.

(b) **Union Consultation**

Where an Employee has concerns regarding their assigned workload and/or are required to work unreasonable amounts of overtime, Employees will seek direction from their manager regarding work priorities and discuss options for possible adjustments to the Employee's workload. Following discussion with their manager, if the issue remains unresolved, the Union is entitled to consult with the College.

(c) **Overtime Compensation**

Subject to clause 22.2 (d), an Employee is entitled to time and one-half (1½T) compensation for each hour of overtime worked by the Employee.

(d) **Overtime Eligibility**

An Employee must work at least twenty (20) minutes beyond the Employee's normal shift before being eligible for overtime compensation.

(e) **Overtime Meal Allowance**

(i) An Employee who is required to work a minimum of three (3) hours' overtime following scheduled hours of work (and where it is not practical for the Employee to enjoy the Employee's usual meal time before commencing such work), shall be granted reasonable time with pay, as determined by the College, in order that the Employee may take a meal break either at or adjacent to the place of work. Under such conditions the Employee shall be reimbursed for one (1) meal in the amount of twenty dollars (\$20.00), except where a free meal is provided.

(ii) Where an Employee continues to work beyond three (3) hours' overtime, a further such meal break and allowance (or meal) shall be provided upon completion of an additional four (4) hours worked and upon completion of every four (4) hours thereafter.

(iii) An Employee who is called back to work under the provisions of clause 23.4 shall be provided with a meal break and allowance (or meal), in accordance with clause 22.2 (e)(i) above, after the first four (4) hours worked and upon completion of every six (6) hours thereafter.

(f) **Advance Notice of Overtime Requirements**

An Employee who is required to work overtime which does not immediately follow the Employee's regular shift shall be given not less than four (4) hours' prior notice. If such notice is not given, the provisions of clause 23.4 shall apply. A meal period shall not be considered as breaking the continuity of such overtime.

- (g) ***Overtime on First Day of Rest***
An Employee who is required to work overtime on the Employee's first scheduled day of rest shall be paid at the overtime rate as provided in clause 22.2 (c).
- (h) ***Overtime on Second Day of Rest***
An Employee who is required to work overtime on the Employee's second or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive calendar days of rest.
- (i) ***Computation of Overtime***
In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half (½) hour, and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.
- (j) ***Compensation for Performing Other Duties***
When an Employee is required to work overtime and during the overtime hours performs duties other than the duties of the Employee's regular position, the Employee will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime, but in no case shall the Employee be paid at a rate lower than the Employee's applicable rate of pay.
- (k) ***Form of Compensation***
Compensation for overtime shall be paid except where, upon request of the Employee and with the approval of the College, overtime may be granted in the form of time off in lieu of overtime hours worked.
- (l) ***Time Off in Lieu of Overtime***
Where time off with pay in lieu of overtime hours worked has not been granted prior to the end of the second calendar month immediately following the month in which the overtime was worked, compensation for overtime shall be paid.
- (m) ***No Lay-off to Compensate for Overtime***
An Employee shall not be subject to lay-off by the College during regularly scheduled hours of work, established in accordance with clause 21.5, in order to equalize any overtime worked.

Application of Overtime to Part-Time Employees

22.3 The College shall compensate, at the overtime rate, regular part-time, probationary part-time and term part-time Employees:

- (a) when they work in excess of the applicable normal full-time weekly hours specified in clause 21.1, except where the applicable hours of work are on a bi-weekly basis, in which case overtime will be paid when the Employee works in excess of the normal full-time bi-weekly hours;
- (b) who are scheduled for a shift of seven (7) or more hours for time worked beyond the scheduled hours;
- (c) who are scheduled to work a shorter period than the full-time shift after they have worked the equivalent of a full shift;
- (d) who work days in excess of the normal work days in the work week. Where the Employees are normally scheduled to work less than the normal days per week of

Employees working full-time in the work unit, straight time rates will be paid up to and including the normal work days in the work week of those working full-time.

Shift Premium

22.4 Effective the signing of this Collective Agreement, an Employee shall receive a shift premium of three dollars and fifty cents (\$3.50) per hour for all hours worked on the applicable shift, including overtime shifts worked, on shifts in which half or more of the hours are regularly scheduled between 6:00 p.m. and 6:00 a.m.

Acting Pay

22.5 Provisions for acting pay shall be as follows:

- (a) Where an Employee is designated to perform the principal duties of a higher position for a temporary period of two (2) or more consecutive days, the Employee shall receive payment of acting pay, including the two (2) days, equivalent to ten percent (10%) higher than the Employee's existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.
- (b) An Employee performing the principal duties of a higher paying position shall continue to be entitled to all the provisions of this Collective Agreement including, but not limited to, call-back and overtime. Confirmation of the call-back and overtime premium or salary amounts in addition to the normal bi-weekly payment must be authorized by a manager prior to pay payment.
- (c) Notwithstanding clauses 22.5 (a) and (b), where the principal duties of the higher paying position include being available to respond to situations outside scheduled working hours, standby premiums shall not normally apply.
- (d) Acting pay shall not be paid to an Employee where the Employee's current position normally requires periodic substitution in the higher position, as defined by the job fact sheet, title, and salary range.
- (e) Acting pay provisions shall not apply in series classifications of positions.
- (f) Acting pay provisions do not preclude the right of the College to assign duties of any Employee among remaining Employees of the work unit where temporary absences occur.

Overtime Lists

22.6 Overtime lists created by the College, for purposes of offering and tracking overtime, shall list employees in order of seniority. Qualified Employees on such list will be offered overtime opportunities on a rotational basis. For clarity, once an Employee accepts or refuses an overtime offer, the College will go to the next Employee on the list.

Article 23: Standby and Callback

Standby Compensation

23.1 (a) Employees who are required by the College to standby shall receive standby pay in the amount of twenty dollars (\$20.00) for each standby period of eight (8) hours or less. For clarity, standby pay shall apply where an Employee is assigned to carry a cell phone or other electronic messaging device for a standby period of eight (8) hours or less.

- (b) Employees who are required by the College to standby on a Holiday as listed in *Article 35: Paid Holidays*, shall receive standby pay of forty dollars (\$40.00) for each standby period of eight (8) hours or less.

Employee Availability

23.2 An Employee designated for standby duty shall be available during the Employee's period of standby duty at a known telephone number and be able to report for duty as quickly as possible if called.

Failure to Report

23.3 No compensation shall be granted for the total period of standby if the Employee is unable to report for duty when required.

Callback Compensation

- 23.4 (a) An Employee who is called back to work and who reports for work shall be compensated for a minimum of four (4) hours at the straight time rate for the period worked or the applicable overtime rate for the hours worked, whichever is greater. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any Employee who is called back.
- (b) For greater clarity, an Employee designated to carry a cell phone or electronic device during a standby period who responds to a business inquiry is eligible for callback compensation as per clause 23.4 (a) above.

Transportation Allowance

23.5 Effective the signing of this Collective Agreement, an Employee called back shall be reimbursed for transportation to and from the place of work in accordance with clause 25.1.

Article 24: Safety Equipment, Protective Clothing and Uniforms

Uniforms

- 24.1 (a) Where the College requires an Employee or where an Employee is required by legislation and/or regulations or College guidelines to wear a specified uniform or safety equipment, the College shall provide the uniform(s) or equipment. Uniforms may be worn traveling to and from work.
- (b) Where a uniform is provided in accordance with clause 24.1 (a), the Employee shall be responsible for the care and cleaning of the uniform.

Protective Clothing

24.2

- (a) 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 College shall provide protective clothing in the form of smocks or coveralls and shall pay for their laundering.
- (b) Where an Employee may be required to perform periodic outside duties and/or occasional duties that may soil or damage an Employee's clothing and/or uniform, the College will provide the Employee with their own hat. The College will also provide access to winter coats and task-appropriate gloves at each Campus to be worn as needed while performing the above-noted duties.

Article 25: Reimbursement for Travel Expenses

Mileage Allowance

- 25.1 (a) An Employee who is authorized to use a privately owned automobile on the College's business shall be paid a mileage allowance in accordance with the rates approved by the College, as amended periodically.
- (b) Notwithstanding clause 25.1 (a), where the College changes the mileage rates, the Union shall be consulted. Any change in rates shall not result in lower rates than were in effect on the date of signing of this Collective Agreement.

Other Expenses

- 25.2 Reasonable expenses incurred by Employees on College business may be reimbursed by the College, subject to the College's approval.

Travel: Midnight to 6:00 a.m.

- 25.3 An Employee who is required to travel reasonable distances to and from work between the hours of 12:00 midnight and 6:00 a.m. shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of eleven dollars and ten cents (\$11.10).

Article 26: Professional Development

Continual Professional Development

- 26.1 (a) The College, the Union, and Employees are committed to facilitating such development while minimizing disruptions to the operational support services of the College. Where possible, professional development activities shall be scheduled to minimize such disruptions.
- (b) While the primary responsibility for maintaining one's operational competence and engaging in professional development rests with the individual Employee, responsibility for professional development generally is shared between the Employee and the College. Professional development activities are designed to achieve specified learning outcomes and can include formal courses and programs including the College's education programs, workshops and seminars, secondments, leaves of absence, and self-directed learning and experiential learning opportunities.

Voluntary Activities

- 26.2 Where the participation of an Employee in a voluntary professional development activity is approved in advance by the College, the criteria which follow shall be used by the College in determining the extent, if any, of financial support to be provided by the College and in determining the degree to which the activity may take place during scheduled working days:
- (a) the nature of the activity;
- (b) the amount of funds budgeted by the College for professional development;
- (c) the College's assessment of the relative benefit to be derived from the activity by the College and the Employee;
- (d) the degree to which the activity supports established College priorities; and

- (e) the incremental cost of participating in the development activity.

Courses, Conferences, and Workshops

26.3 The College shall pay up to five hundred dollars (\$500) per Employee per fiscal yeartowards the cost of training courses, conferences, and/or workshops where:

- (a) the College has given written approval in advance of the commencement of the training;
- (b) the training is related to the Employee's employment with the College;
- (c) the Employee provides a copy of the invoice or receipt;

Account Details

- (d) funds not used in one fiscal year shall be carried forward; and
- (e) notwithstanding clause 26.3 (d), the amount carried forward shall never exceed one thousand dollars (\$1000). Any funds remaining in the fiscal year will be carried over to a maximum of one thousand dollars (\$1000) at any time.
- (f) There shall be no borrowing against a future year's allocation.
- (g) Notwithstanding clause 26.2, where an Employee requests approval and funding for voluntary training, courses, or workshops, the College will require the Employee to use their available Courses, Conferences, and Workshops funds first.

Mandatory Activities

- 26.4 (a) Where an Employee's successful completion of a professional development activity – including orientation - is a mandatory requirement of the College, the College shall payany tuition costs associated with the participation of the Employee in the activity. The Employee shall not suffer loss of pay or health and welfare benefits provided in accordance with *Article 42: Health and Welfare Benefits* when participating in the required activity.
- (b) Where the mandatory professional development activities referred to in clause 26.4 (a) take place at a location other than the Employee's normal place of work, the College shallprovide the Employee with, or approve and reimburse the Employee for expenses incurred by the Employee for, the following:
- (i) **Travel:** Where the Employee is authorized to use that Employee's personal vehicle, reimbursement for one return trip between the Employee's normal place of work and the location where the professional development activity takes place,at the current meterage rate approved by the College.
 - (ii) **Meals:** Where the Employee is authorized to arrange for that Employee's meals, reimbursement at the current meal allowance rates approved by the College.
 - (iii) **Accommodation:** Where the professional development activity:
 - (1) spans more than one (1) consecutive day; and
 - (2) the activity takes place at a location more than thirty (30) kilometers fromthe Employee's normal place of work;

the College shall reimburse the Employee for either the cost of accommodation or meterage (whichever is lesser) for travel/accommodation costs in addition to the cost of the return trip in accordance with College policy.

Other Temporary Absences for Professional Enrichment

26.5 In recognition of the professional enrichment to be gained by an Employee in working in another educational or occupational setting within the bargaining unit, within the College, or outside the College, and of the positive effects such enrichment can have upon the College and an Employee when an Employee returns, the Parties agree to implement Employee Exchange, Secondment, and Temporary Reassignment Plans as follows:

Purposes

26.6 To provide Employees:

- (a) an opportunity for new professional experiences which will be of benefit to an Employee and the College;
- (b) a new occupational and/or educational experience;
- (c) an opportunity to benefit from the ideas, resources, and services of another campus or organizational unit, bargaining unit position, post-secondary institution, occupational setting or organization;
- (d) an opportunity for an Employee to share knowledge, ideas, and expertise with other Employees and/or staff at the host institution.

Eligibility

26.7 Participation in these Plans is limited to regular full-time Employees.

Exchange and Secondment Provisions

Application

26.8 The application to participate in an exchange plan or secondment shall be submitted to the College not later than six (6) months prior to the commencement date of the proposed exchange or secondment.

Limitations

26.9 Participation in these Plans shall be scheduled in a manner that minimizes disruptions to the operational requirements of the College.

Approval

- 26.10 (a) Approval to participate in, or to extend the duration of participation in, these Plans is at the discretion of the College.
- (b) The College shall strive to notify an Employee of its decision at least four (4) months in advance of the proposed exchange or secondment.
- (c) On each occasion where an exchange or secondment is approved, the Union shall be notified.

Duration

26.11 (a) The duration of an exchange or secondment to a position shall normally be up to twelve (12) months. Such exchange or secondment may continue beyond a twelve (12) month period; however, re-application is required pursuant to clause 26.8. Such exchange or secondment shall not normally continue beyond twenty-four (24) consecutive months except as provide in *Letter of Understanding #1: Positions Funded Externally*.

- (b) Notwithstanding clause 26.11 (a), where an exchange involves two (2) Employees, the exchange may become continuing subject to the agreement of the two (2) Employees and the approval of the College.

Status of Employee

26.12 An Employee shall retain regular status while participating in an exchange or secondment. An Employee on an exchange or secondment to a position outside of the bargaining unit shall retain an Employee's employment status and membership in the bargaining unit during the period of the exchange or secondment.

Salary and Benefits While On Exchange or Secondment

26.13 (a) While on exchange or secondment, an Employee shall continue to be paid that Employee's regular salary. An Employee shall also continue to be subject to normal taxation, pension and benefit contributions and will retain rights and privileges as an Employee.

- (b) Notwithstanding clause 26.13(a), an Employee shall receive the salary of the seconded position if that salary is an amount greater than the salary prior to secondment and if the College is reimbursed for that amount by the host organization.

Conditions

26.14 (a) An Employee on exchange or secondment shall become acquainted with and abide by the operational and professional expectations of the host organization or organizational unit. An Employee shall assume the working conditions of the exchange or secondment position, unless otherwise mutually agreed. Such working conditions shall include, but are not limited to, earning and taking vacation in accordance with the position assumed while an Employee is on exchange or secondment.

- (b) All travel and living accommodation arrangements and costs are solely the responsibility of an Employee, unless otherwise mutually agreed.

Collective Agreement Provisions

26.15 Except as otherwise noted in this article, an Employee participating in an exchange or secondment shall have the same rights under this Collective Agreement as other regular full-time Employees and shall be subject to all articles of this Collective Agreement.

Seniority and Service

26.16 An Employee shall accumulate seniority and service for the period of an exchange or secondment.

Return to Regular Assignment

26.17 Upon completion of an exchange or secondment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to assuming the exchange or secondment or to a comparable position at the same location. If the position held by an Employee immediately prior to assuming the exchange or secondment no longer exists, an Employee shall be subject to the provisions of *Article 30: Job Security*.

Temporary Reassignments

26.18 Consistent with the purposes outlined in clause 26.6, where the College determines that an assignment would best be completed by an existing Employee, the College may make a temporary reassignment opportunity available to all full-time Employees with regular status through an expression of interest process.

- 26.19 The College shall invite all full-time Employees with regular status to express interest in the temporary assignment opportunity through an application process. The invitation shall describe the nature of the reassignment opportunity and the qualifications sought in the successful candidate.
- 26.20 Selection of an Employee to participate in the temporary reassignment shall be in accordance with the selection criteria specified in the invitation to express interest and operational requirements. For greater certainty, due to operational requirements, an Employee's temporary reassignment is subject to approval of the Employee's manager.
- 26.21 Where it is necessary to backfill a position vacated by an Employee who has been temporarily reassigned, the vacancy shall be filled in accordance with the *Article 15: Appointment and Termination of Employment*.
- 26.22 A temporary reassignment shall not extend beyond a twenty-four (24) month period except as provided in *Letter of Understanding #1: Positions Funded Externally*.
- 26.23 Upon completion of a temporary assignment, an Employee shall be reinstated to the continuing or recurring position held immediately prior to the taking the temporary assignment or to a comparable position at the same location. If the position held immediately prior to the temporary assignment, no longer exists or a comparable position is not available, an Employee shall be subject to the provisions of *Article 30: Job Security*.

Article 27: Official Employment File

Access to File

- 27.1 The College shall keep an Official Employment File of every Employee in its employ. Subject to operational requirements within the HR Department an employee shall be granted access to their Official Employment File upon arrival at the Department. In order for an employee to ensure that they will be provided with access to their file, an appointment is required. In any event, the file viewing shall be normal College office hours. The File shall also be available to the Employee's Union representative upon presentation of a letter signed by the Employee and authorizing the Union representative to view the File.

Confidentiality

- 27.2 (a) The College and the Union further agree that the contents of an Employee's Official Employment File shall be treated with the strictest confidence. Access to the Official Employment File of an Employee shall be restricted to the Employee, line management, personnel in human resource services of the College and, when authorized, the Employee's Union representative. Internal Audit may also access the Official Employment File for the purposes of performing compliance audits.
- (b) Access to Employee health information shall be restricted to the Human Resource person(s) designated by the College to review this information and, where applicable, to a nurse or physician responsible for administering occupational health information.

Evidence from File

- 27.3 The College agrees not to introduce as evidence in any proceeding involving an Employee any document from the Official Employment File of an Employee the contents of which the Employee was not aware at the time of filing.

Placement of Documents on File

- 27.4 Before any comment, note, or other report concerning the performance or conduct of an Employee is entered in an Employee's Official Employment File, the Employee shall be given an opportunity to:
- (a) review such document and to attach comments related to the comment, note or report; and
 - (b) enter any comment, note, or report in that Employee's Official Employment File, whether written by the Employee or by a person in a supervisory position.

Records Deemed Removed

- 27.5 Any record of a disciplinary action entered in the Official Employment File of an Employee in accordance with *Article 31: Discipline* shall be removed from the File after the record of the disciplinary action has been on the File for three (3) years provided that no further disciplinary action has been recorded during this time. Otherwise, the record of the disciplinary action shall be deemed to have been removed from the Official Employment File of that Employee after the material has been on the File for three (3) years.

Property of College

- 27.6 Upon termination of employment, the Employee's Official Employment File shall remain the property of the College; however, copies of documents contained in the File may be released only with the written consent of the Employee, or as provided for in clause 27.2 (a).
- 27.7 (a) The College may place information on the Official Employment File of an Employee at any time. With the exception of routine information related to salary and benefits administration, however, when any non-disciplinary document is entered in the Official Employment File of an Employee, the Employee shall be given a copy of such document at the time of filing and shall be given an opportunity to review the document and to attach comments related to the document within a reasonable period of time.
- (b) If an Employee alleges that a non-disciplinary document on the Employee's own Official Employment File is untrue or inaccurate and the request for the removal of such comment(s) is denied by the College, the Employee may initiate a complaint in accordance with *Article 13: Complaint, Grievance, and Arbitration Procedure*. Such allegation may be discussed at the complaint stage but the refusal by the College to remove such document shall not be grievable.
- (c) Except for documents related to *Article 28: Performance Review – Building Employee Success*, any unfavourable document or referenced document in the Official Employment File shall be removed or deemed to have been removed from the File after the material has been on file for more than four (4) years provided that no further information related to the matter has been added to the File.

Article 28: Performance Review – Building Employee Success

- 28.1 The College shall maintain a Performance Review Policy that reflects a professional growth model to support Operational Support Employees in achieving personal and occupational success in their roles at the College.

Written Review

28.2 When a review of an Employee's performance is documented in writing, the Employee concerned shall be given an opportunity to discuss the review and make written comments on the review. The Employee shall be entitled to up to two (2) working days to consider the review document before making written comments. The Employee and the College shall jointly sign the review document confirming that the information has been reviewed and discussed. The Employee shall receive a signed copy of the document and the College shall place a copy of that review on the Employee's Official Employment File.

Notice of Performance Improvement Requirements

- 28.3 (a) The College shall advise an Employee where, during the period between the regular review processes, the College has observed that certain aspects of an Employee's performance require improvement.
- (b) There may be times when a structured framework to support positive performance improvements is required. When this occurs, a copy of the Performance Improvement Plan shall be placed in the Employee's Official Employment File.

Article 29: Service and Seniority

Service

- 29.1 (a) **Probationary Full-Time, Regular Full-Time or Term Full-Time Employees**
Service for probationary full-time, regular full-time or term full-time Employees shall be recognized as follows:
- (i) Total accumulated months of employment including continuous employment on a casual basis with the College that immediately precedes a term or probationary appointment; and
 - (ii) Total accumulated months of unbroken full-time employment where the unbroken employment has been a combination of full-time and unbroken non-civil service and civil service employment that the College has recognized for an Employee employed by the College prior to the signing of the first Collective Agreement. Where, after the date of signing of the first Collective Agreement, the College and the Union agree that an error or omission in the recognition of prior service has occurred; the College shall correct the error or omission.
 - (iii) Notwithstanding the definition of service in clause 29.1 (a) (i), except as otherwise provided in this Collective Agreement, one (1) month of service and therefore one (1) month of service -related benefits shall be credited to an Employee who receives salary for more than ten (10) days in any calendar month.
 - (iv) For the purposes of clauses 29.1 (a) (iii) above, service-related benefits are vacation, sick leave, and service awards.
 - (v) The application of clauses 29.1 (a) (iii) is limited to service earned on and after January 1, 1990.
- (b) Probationary Part-Time, Regular Part-Time, or Term Part-Time Employees
Service for probationary part-time, regular part-time, or term part-time Employees means the cumulative period worked for the College calculated

on a pro-rata basis in accordance with time worked, including paid holidays or days off in lieu thereof, vacation, sick leave, paid leaves of absence.

Previous Service Recognized

29.2 The College shall continue to recognize service of a part-time Employee that was recognized by the College for the Employee prior to the signing of this Collective Agreement.

Entitlements Linked to Service

29.3 For the purpose of earning entitlement to vacation increments and merit increments for part-time Employees, calendar time of employment will be applicable. For example, in the case of vacation, an Employee who has worked more than six (6) years of service on a part-time basis but not more than eleven (11) years shall be entitled to earn vacation to a maximum of twenty (20) days

in accordance with 34.1 (c) at a salary pro-rated in accordance with the percentage of full-time hours worked.

Seniority

29.4 (a) **Definition of Seniority**

Seniority is the length of continuous employment dating from the first date of appointment to the College in the Operational Support Bargaining Unit.

(b) Where two or more Employees have equal seniority, the relative ranking shall be determined by lot at a meeting where representatives of the College and the Union are present.

(c) **Acquisition of Seniority**

Probationary full- or part-time or term full- or part-time Employees shall not acquire seniority during such appointments. However, unless otherwise indicated in this Collective Agreement, where an Employee is granted regular status, seniority shall be granted for the period of continuous employment in the bargaining unit from the first date of appointment to the College.

(d) **Loss of Seniority**

An Employee shall lose seniority in the event that:

- (i) the Employee is discharged for just cause and not reinstated;
- (ii) the Employee resigns;
- (iii) the Employee is removed from the Reinstatement List in accordance with *Article 30: Job Security*;
- (iv) the Employee is laid off for more than twenty-four (24) consecutive months in accordance with clause 30.11 (a);
- (v) the Employee is deemed to have resigned and is not reinstated in accordance with clause 15.3 (e);
- (vi) the Employee completes a term appointment and is re-appointed with a break in service;
- (vii) the Employee takes a leave of absence from the bargaining unit for longer than twenty-four (24) continuous months, except as provided in *Letter of Understanding #1: Positions Funded Externally*, and in clause 17.4(a)(ii), or as provided in clause 40.4.

- (viii) the Employee takes a leave of absence from the bargaining unit within twelve (12) months following a previous absence of twenty-four (24) continuous months or the maximum period provided in accordance with *Letter of Understanding #1: Positions Funded Externally*.

Seniority Lists

29.5 (a) ***List of Regular Employees***

The College shall prepare annually, by March 31, a seniority list indicating the names, position titles, classifications, seniority dates and locations of all regular full- or part-time Employees. This list shall be the conclusive evidence of the seniority of regular

Employees. The College shall provide a copy to each regular Employee and the Union not later than March 31 in any year. Changes since the last posting shall be highlighted. Only changes made since the last posting shall be open to question, revision or grievance. The resulting list shall be conclusive evidence of the seniority of regular full- or part-time Employees.

(b) ***List of Probationary Employees***

The College shall prepare annually, by March 31, the names, position titles, classifications, date of commencement of continuous employment in the bargaining unit, and locations of all probationary full- or part-time Employees. The College shall also provide each probationary employee and the Union with a copy of this list by March 31st of each year.

(c) ***List of Term Employees***

The College shall prepare annually, by March 31, the names, position titles, classifications, date of commencement of continuous employment in the bargaining unit, and locations of all term full- or part-time Employees. The College shall also provide each term employee and the Union with a copy of this list by March 31st of each year.

Article 30: Job Security

Application

30.1 The provisions of this article apply to Employees with regular status.

Notice to Union

30.2 The College will give the Union notice of technological change at least three (3) months prior to the date the change is to be effective. During this period, the parties will meet to discuss the steps to be taken to assist Employees who could be affected.

Lay-off Rights

30.3 An Employee may be laid off because of technological change, shortage of work or funds, or because of the discontinuance of a function or the reorganization of a function in which case the provisions of this article shall apply. For greater certainty, where new positions are created as a result of technological change, discontinuance of a function, or reorganization of a function, no new positions shall be filled prior to the application of *Letter of Understanding #5: Job Security - Limited Competitions*, where applicable, and this article for affected Employees.

- (a) Where an Employee's position is relocated, the Employee shall be offered the position in the new location. The Employee may decline an offer pursuant to this clause, in which case the provisions of this article shall apply.

- (b) Where the position of one or more Employees becomes redundant, and *Letter of Understanding #5* does not apply or does not result in the placement of an Employee, the provisions of this article shall apply.

Definitions

30.4 For the purpose of applying the steps outlined in clause 30.5, the following definitions shall apply:

(a) **Location** means:

- (i) sites administered within the Halifax Regional Municipality (HRM)
- (ii) sites administered in Lawrencetown and Middleton
- (iii) sites administered in Shelburne
- (iv) sites administered in Yarmouth
- (v) sites administered in Kentville
- (vi) sites administered in Port Hawkesbury
- (vii) sites administered in Stellarton
- (viii) sites administered in Cape Breton Regional Municipality
- (ix) sites administered in Truro
- (x) sites administered in Springhill
- (xi) sites administered in Bridgewater
- (xii) site where Central Office Employee located, HRM being one site
- (xiii) eCampus

(b) **College**

College includes all locations.

Position Reductions and Lay-off

30.5 Where it is operationally feasible and consistent with the requirement to provide quality programs and services within existing financial resources, the College shall accomplish any necessary reductions in the number of Employees in continuing full- or part-time positions at a location without recourse to the lay-off of regular full- or part-time Employees. Therefore, an Employee who has elected not to relocate with the Employee's position or whose position has become redundant shall have the right to be assigned to a vacant position or to displace another bargaining unit Employee, subject to the conditions in clause 30.6, in the following manner and sequence:

(a) **Step 1:**

- (i) placement vacant position; same classification level, same position category, same location.

An employee who turns down an offer at Step 1 shall not have the right to proceed to Step 2.

(b) **Step 2:**

- (i) placement vacant position; same classification level, same position category, any location, College-Wide.
or
- (ii) displacement employee with least seniority; same classification level, same position category, same location.
or
- (iii) placement vacant position; lower classification level, and/or lower position category, same location.

An employee who turns down an offer at Step 2 shall not have the right to proceed to Step 3.

(c) **Step 3:**

- (i) placement vacant position; lower classification level, and/or lower position category, College-Wide.

- or
- (ii) displacement employee with least seniority; lower classification level, and/or lower position category, same location.
- or
- (iii) displacement employee with least seniority, same classification level, same position category, College-Wide.

For the purposes of applying this article, an employee receiving a lay-off notice or an employee who has been displaced, the employees shall have equal rights under this article.

Conditions for Placement and Displacement

30.6 In applying the provisions of clause 30.5, the following conditions shall apply:

- (a) Vacant positions include all those identified by the College as becoming available by the date the original position is to be transferred or eliminated, including newly established positions.
- (b) An Employee shall only be placed in a vacant position where the Employee meets the criteria stipulated in clause 15.1 (a) for the vacant position. Where orientation and/or training would be required in order to effect placement, the College shall provide reasonable orientation/training during normal working hours.
- (c) Where there is more than one Employee in the College who is being placed or assigned to displace in accordance with any step of clause 30.5, the choice of positions shall be offered to Employees in order of seniority.
- (d) An Employee shall only be assigned to displace an Employee in another position where:
 - (i) the Employee meets the criteria stipulated in clause 15.1(a) for the position whose incumbent would be displaced; and
 - (ii) the Employee displaced has the least seniority in that position classification level/position category in the same location, or College (as applicable).
- (e) The College shall not require an Employee to accept a position that has a lower classification level and/or position category than the position held by the Employee prior to the application of clause 30.5, except where an Employee voluntarily elects placement or displacement in a position with a lower classification level and/or position category than the Employee's position; nor shall a regular full-time Employee lose any rights under this article by declining such an assignment.
- (f) Where a position that is being transferred or eliminated has been temporarily vacated by an Employee with regular status, the status and seniority of the absent Employee shall be used in the application of this article.
- (g) Where an Employee elects to be assigned to a continuing full- or part-time position with a lower classification level, the salary of the Employee shall be changed such that it is within the classification level of that position. Except where the maximum step on the new scale is less than the previous salary of the Employee, the Employee shall be placed on the step on the new scale that is closest to but not less than the salary of the Employee prior to the assignment. Where the salary of the Employee prior to the assignment is greater than the maximum salary on the new scale, the Employee shall be

placed at the highest step on the new scale.

- (h) Where a regular full- or part-time Employee whose continuing full- or part-time position is to be eliminated accepts a term assignment or secondment prior to clause 30.5 being invoked, the application of clause 30.5 shall be delayed accordingly.
- (i) An Employee shall have a maximum of three (3) working days, exclusive of the day an option(s) is provided, to accept or decline an assignment in accordance with any of the steps in clause 30.5. An Employee may request an extension in writing. Such a request shall not be unreasonably denied.
- (j) An Employee who declines placement in the same classification level/position category shall be laid off but shall retain reinstatement rights in accordance with this article. If, while on the Reinstatement List, this Employee subsequently declines placement in a position with the same classification level/position category/same location, the Employee shall be deemed to have resigned and waived reinstatement rights. However, the severance provisions of clause 30.10 (c) shall apply.

Relocation Expenses

- 30.7 (a) As a result of the application of the provisions of clauses 30.3 or 30.5, the College shall reimburse the cost of relocation expenses, in accordance with clause 30.7, to an Employee who has relocated with/to a position that is more than thirty-two (32) kilometers or, in the case of the Halifax Regional Municipality, sixteen (16) kilometers beyond the location of the position held by the Employee prior to the relocation.
- (b) Notwithstanding clause 30.7(a), the College shall reimburse re-location expenses only once for the Employee with the greatest seniority transferred in accordance with clause 30.3 or for one Employee during the placement/displacement process for a position eliminated in accordance with clause 30.5.
- (c) Notwithstanding clause 30.7(a), where an Employee elects a placement or displacement option that requires relocation where there was a placement or displacement option at the same location available, the provisions of 30.7 shall not apply.
- (d) **Definitions**
- (i) Except as herein provided, words and phrases shall have the same meaning as in *Article 1: Definitions*.
 - (ii) **Day** means calendar day.
 - (iii) **Dependent** means:
 - (1) the spouse of an Employee;
 - (2) an Employee's child who has not passed the child's nineteenth (19th) birthday, or in respect of whom the Employee is entitled to exemption under the *Income Tax Act*;

- (3) any other relative of an Employee who is a member of the Employee's household and who is dependent upon the Employee for support by reason of incapacity of ill health, provided the Employee certifies that the Employee is entitled to an exemption for this.
 - (iv) **Household Effects** means the furniture, household equipment and personal effects of an Employee and the Employee's dependents used in the regular dwelling, but excludes livestock, lumber, heavy equipment or similar items, and any items used in connection with a secondary source of family income.
 - (v) **Relocation** means the movement of an Employee from one work location to another work location.
 - (vi) **Relocation Expense** means the cost incurred by an Employee, who has been relocated, to effect the transfer.
- (e) **General Policy**
- The College shall not make any commitment to any Employee which contravenes the terms and conditions set out in this clause.
- (i) In any transfer or relocation, the objective is to relocate the Employee in the most efficient manner that is at the most reasonable cost to the College, and having minimum detrimental effect on the Employee.
 - (ii) For any transfer, the terms and conditions of reimbursement are to be discussed with the Employee at the time of notification of transfer and are to comply with this clause.
 - (iii) Under this clause, there is a minimum distance qualification which governs the eligibility of an Employee for reimbursement of relocation expenses. Generally, expenses will not be paid where the previous and new locations of duty are within the same metropolitan area or are within reasonable commuting distance of each other. Moving expenses shall not be paid unless:
 - (1) the new work location is outside a radius of thirty-two (32) kilometers from the previous work location; or
 - (2) in the case of the Halifax Regional Municipality, the new work location is outside a radius of sixteen (16) kilometers from the previous work location; and
 - (3) the new residence is outside a radius of thirty-two (32) kilometers from the previous residence.
 - (iv) The College shall pay relocation expenses, including disconnecting and reconnecting services, for a mobile home provided that the total costs of such does not exceed the cost of comparable relocation expenses involving conventional housing.
 - (v) Upon authorization of the College, an advance may be made to an Employee of the estimated cost of the relocation expenses; or the College may be requested to pay invoices for transportation, cartage and other eligible expenses. Payments so made will be considered as an advance to the Employee pending the approval of the Employee's account for relocation expenses.

- (1) When an advance is made, the Employee shall account for it within thirty (30) days after the date of the Employee's arrival at the new work location and shall refund any unexpended balance forthwith, failing which, the College shall recover the amount due from the Employee's salary.
- (vi) If an Employee incurs expenses related to the Employee's transfer/relocation before the Employee has received written notification or confirmation of transfer/relocation, the College shall not be liable for such expenses.
 - (1) Before payment, all claims made under this clause shall be certified by the College as being: in accordance with this clause;
 - (2) just and reasonable.
- (f) **Employee's Moving Expenses**

A College-requested relocation is a transfer initiated by the College, but does not include employment competitions; College-initiated relocations are subject to the terms and conditions set out in clause 30.7.

 - (i) Relocation expenses may include:
 - (1) Traveling expenses incurred by the Employee and the Employee's spouse, including living expenses for not more than ten (10) days for the purpose of locating new housing accommodations; further extensions require prior approval of the College.
 - (2) The temporary living expenses of a single Employee without dependents to a maximum of fourteen (14) days.
 - (3) The temporary living expenses of an Employee and the Employee's dependents to a maximum of thirty (30) days, extended, if necessary, for a further fourteen (14) days at the discretion of the College. Further extensions require prior approval of the College.
 - (4) Packing, unpacking, cartage and freight of the Employee's household effects and necessary storage of these effects to a maximum of thirty (30) days, including insurance thereon while in transit and/or in storage. Storage charges on household effects in excess of thirty (30) days shall not be considered as relocation expenses, unless the College certifies that the excess period of storage is necessitated by circumstances outside, or beyond, the control of the Employee.
 - (5) Up to one thousand dollars (\$1,000) to cover documented allowable miscellaneous expenses such as disconnecting telephones, stoves and other household equipment; connecting such equipment as was in use by the Employee prior to the Employee's relocation (not including T.V. or radio aerials); cleaning drapes and rugs or as an allowance toward

the purchase of drapes and rugs similar to those in use by the Employee prior to the Employee's relocation, at the discretion of the College.

- (6) Realty agency costs actually incurred in selling the Employee's old residence, including multiple listing charges - but not exceeding the prevailing rates in the area - as well as the necessary legal fees and mortgage interest penalty cost, provided that the residence is listed for sale within sixty (60) days of the relocation notification.
 - (7) The actual expenses of fulfilling the Employee's legal liability under a lease for accommodation at the place from which the Employee is being relocated.
 - (8) Actual legal fees, deed transfer fees, deed transfer taxes and survey fees, paid by the Employee, pre owing the Employee's own home, in the purchase of a new home, in the purchase of a new home due to relocation.
 - (9) Any other expenses authorized under this letter of understanding or as approved by the College under clause 30.7 (e) (v).
- (ii) If an Employee has a spouse who is also an Employee of the College and both parties are transferred to the same place, the terms and conditions of this clause shall apply as to an Employee and spouse, not as two separate Employees.
 - (iii) An Employee who is transferred shall move the Employee's household effects as economically as is consistent with efficiency of service and safety in transit of such, but in no case shall the cost exceed the amount that would be charged by an efficient, licensed carrier. Wherever possible, bids should be obtained from at least three (3) recognized carriers, with the lowest bidder being engaged. The College should so certify in cases where it is not possible to obtain three (3) competitive bids.
 - (iv) The Employee and the Employee's dependents may travel by automobile (and charge the allowable mileage rates for Employees) or by bus, train or aircraft and the rules applicable to such modes of travel shall pertain.
 - (v) Where, in the opinion of the College, an Employee suffers financial hardship by reason of the transfer, additional assistance may be granted in compensation for such hardship by the College as follows:
 - (1) *Accommodation Being Vacated*
An Employee may be reimbursed for part or all of duplicate housing costs consisting of the interest portion of a mortgage, property insurance and utility costs paid in respect of the Employee's former residence for a period for which the Employee is also occupying and paying mortgage or other interest in respect of a new residence. Such reimbursement shall be limited to the lesser of the actual costs for a period not to exceed three (3) months or one thousand dollars (\$1,000).

- (2) *New Accommodation*
 An Employee may be reimbursed for part or all of interest charges for abridging loan to enable the Employee to meet the down payment on a new residence pending the sale of the Employee's former residence.
 Such interest charges may be claimed for a period not to exceed three (3) months or two thousand five hundred dollars (\$2,500), whichever is lesser.
- (3) *Maximum Principal Amount of Bridging Loan Interest Charges*
 The maximum principal amount of the bridging loan that can be claimed shall not exceed a figure equivalent to twenty-five (25) percent of the purchase price of the new residence.

Lay-off or Termination of Employment

30.8 (a) ***Employees with Regular Status***

- (i) Where the provisions of clause 30.5 do not result in the assignment of a regular full- or part-time Employee whose position is being transferred or eliminated to another position through placement or displacement that Employee shall be laid off and the reinstatement provisions of this article shall apply.
- (ii) Where the provisions of clause 30.5 do not result in the assignment to another position through placement or displacement of a regular full- or part-time Employee displaced by the application of clause 30.5 that Employee shall be laid off and the reinstatement provisions of this article shall apply.
- (iii) An Employee may elect to be laid off rather than accept a placement or an assignment to displace. The reinstatement provisions of this article shall apply.

(b) **Employees with Probationary or Term Status**

Except as provided in *Letter of Understanding # 2: Position Relocation and Lay-off Provisions for Term Employees*, where the application of clause 30.5 results in the displacement of a probationary or term full- or part-time Employee, the employment of that Employee shall be terminated, with notice, in accordance with clause 15.3 (b).

(c) ***Notice of Lay-Off***

In cases where the ability, experience, qualifications, special skills, and physical fitness (where applicable), as determined by the College, are equal according to objective tests or standards reflecting the functions of the position concerned, Employees shall be laid off in reverse order of seniority in accordance with the following:

- (i) The College shall provide forty (40) working days' notice of lay-off to the Employee(s) who is to be laid off and the Union, except where a greater period of notice is provided for under clause 30.8 (c) (ii).
- (ii) Where the College lays off one hundred (100) or more Employees within any period of four (4) weeks or less, the College shall provide sixty (60) working days' notice of lay-off to the Employees who are to be laid off and the Union.
- (iii) Notices pursuant to clause 30.8 (c) shall include the effective date of lay-off and the reasons therefore.

- (iv) A regular full- or part-time Employee whose continuing full- or part-time position is being transferred or eliminated shall be entitled to exercise any of the following options:
 - (1) to have the placement and displacement provisions of clause 30.5 applied; or
 - (2) to accept lay-off and be entitled to reinstatement in accordance with clause 30.11 (a); or
 - (3) to resign with severance pay in accordance with clauses 30.10 (a) and 30.10 (b).
- (v) An Employee shall have three (3) working days, exclusive of the day an option(s) is provided, in which to exercise the options noted in clause 30.8 (c) (iv).

Exception

- 30.9 (a) Where the notice required in clause 30.8 (c) is not given, the Employee shall receive pay in lieu thereof for the amount of notice to which the Employee is entitled.
- (b) A notice of lay-off shall be null and void if it does not meet the requirements of clauses 30.8(c) and 30.9(a).

Severance Pay

- 30.10 (a) **Eligibility**
A regular full- or part-time Employee who is in receipt of a notice of lay-off shall be eligible for severance pay provided that Employee:
 - (i) resigns in writing; and
 - (ii) waives reinstatement rights; or
 - (iii) except as provided in clause 30.6(j), has been laid off for more than twenty-four (24) months and has not been assigned a placement or displacement.
- (b) **Ineligibility for Service Award**
An Employee who is laid off as a result of the application of this article who waives reinstatement rights, resigns, and receives severance pay shall not be eligible to receive a service award.
- (c) **Amount of Severance Pay**
 - (i) Provided the conditions of clauses 30.10 (a) and 30.10 (b) have been met, an Employee shall be granted severance pay based upon four (4) week's salary for each year of service to a maximum of fifty-two (52) weeks of the Employee's current salary.
 - (ii) The entitlement of an Employee to severance pay shall be based on an Employee's total service as defined in *Article 29: Service and Seniority*.

Reinstatement

- 30.11 (a) **Reinstatement List**
Where a regular full- or part-time Employee has been given written notice of lay-off, the Employee may opt to advise the College that the Employee is available for work and direct the College to place that Employee's name on the Reinstatement List. It is the responsibility of an Employee who has been

laid off to provide the Employee's e-mail address (if applicable) or current mailing address to the College. The name of the Employee shall remain on the Reinstatement List until twenty-four (24) months beyond the date of lay-off unless:

- (i) the Employee is appointed to a continuing full- or part-time position or, where applicable, a recurring full- or part-time position as a regular full- or part-time Employee;
- (ii) the seniority of the Employee is lost in accordance with clause 29.4 (c).

(b) **Reinstatement Provisions**

Where vacancies occur in the bargaining unit while there are names of Employees on the Reinstatement List:

- (i) Copies of job postings shall be sent to the e-mail address of each Employee or, where an e-mail address is not available, to the mailing address provided by that Employee in accordance with clause 30.11 (a).
- (ii) Where an Employee is appointed to a vacancy, the Employee shall return to work within two (2) weeks of the notification of appointment.
- (iii) An Employee entitled to reinstatement shall return to the service of the College within two (2) weeks of notice of reinstatement, unless on reasonable grounds the Employee is unable to do so. An Employee who has been given notice of reinstatement may refuse to exercise such right without prejudicing the right to any future reinstatement, except in the case of reinstatement to the Employee's same classification level, position category, and the same location at the time of layoff, in which event the Employee will be struck from the Reinstatement List. However, an Employee's refusal to accept reinstatement to the Employee's same position classification title, or position classification title series, within the same location at the time of layoff will not result in loss of reinstatement rights in the case of reinstatement for occasional work or for employment of short duration of time during which the Employee is employed elsewhere.
- (iv) Employees on the Reinstatement List shall be given first option of filling vacancies normally filled by casual workers, providing they meet the selection criteria, as determined by the College in accordance with clause 15.1 (a). The acceptance of such casual work shall not in any way alter or affect the Employee's employment status, and during such periods of casual work, the Employee shall remain on the Reinstatement List.
- (v) In accordance with clause 17.4 (b), where a regular full- or part-time Employee on the Reinstatement List is appointed to a continuing full- or part-time position, the Employee shall be given a regular full- or part-time appointment except as provided for in clause 17.4 (a), when the appointment shall be term full- or part-time or casual.
- (vi) Where a regular full- or part-time Employee on the Reinstatement List is appointed to a term full- or part-time position for less than one (1) year or is employed on a casual basis, the name of the Employee shall remain on the

Reinstatement List in accordance with clause 30.11 (a).

- (vii) Where a regular full- or part-time Employee on the Reinstatement List is appointed to a term full- or part-time position for more than one (1) year, the Employee's name shall be removed from the Reinstatement List during the period of the appointment. Upon completion of the appointment, the Employee shall then be entitled to have the Employee's name added to the Reinstatement List in accordance with clause 30.11(a).
- (viii) Notwithstanding clause (vii), an Employee shall be deemed to remain on the Reinstatement List for the purpose of appointment to continuing full- or part-time positions that may become available during the period of term employment per clause (vii).
- (ix) Where, as a result of the application of clause 30.5, an Employee is assigned through placement or displacement to a position with a different position title than the Employee's previous position, the Employee shall satisfactorily complete a six (6) month trial period in accordance with clause 17.4 (c). Where the trial period is not successful, the College shall provide a notice of lay-off to the Employee in accordance with clauses 30.8 (c) and 30.9. Placement and displacement provisions shall be in accordance with the following:
 - (1) Where the placement or displacement involving a trial period occurred prior to the end of the original lay-off notice period, the period of notice for the subsequent notice shall be equivalent to the period not expended for the original notice. The provisions of clause 30.5 shall apply during this second notice period.
 - (2) Where a placement involving a trial period occurred during the reinstatement period, the period of notice for the subsequent notice shall be in accordance with clauses 30.8 (c) and .9. However, only the placement provisions of clause 30.5 shall apply.

- (c) **No New Employees**

No new persons shall be hired unless all Employees on the Reinstatement List who have applied for and are qualified for a position in accordance with the application of the criteria specified in clause 15.1 (a) have had the opportunity to be reinstated.

Contracting Out

- 30.12 (a) The College will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for Employees whose work is to be contracted out. The College will have made reasonable efforts where the College has:
 - (i) confidentially consulted with the Union at least two (2) months before the proposed date of implementation of the contracting out to discuss placement options within the College or with the contractor for Employees whose work is to be contracted out;
 - (ii) Once a successful bidder has been selected, the College shall

endeavour to provide to the Union the following contractor information, which will remain confidential with the Union:

- (1) Terms and conditions of employment;
- (2) Intended salary and benefit levels; and,
- (3) Hiring and interview process.

(iii) met with the successful bidder and sought to make it a term of the contract that the contractor must:

- (1) Interview Employees for available job opportunities with the contractor to perform the contracted out work;
- (2) Where hiring to perform the contracted-out work is subject to appropriate skills testing, offer to test Employees;
- (3) Extend job offers to Employees who are qualified for available job opportunities with the contractor to perform the contracted-out work; and
- (4) Where there are more qualified Employees than the contractor has opportunities due to the contracted-out work, extend job offers on the basis of seniority.

(b) If, despite the good faith efforts of the College, the College has been unable to reach agreement on the above with the contractor, the College can still proceed with the contracting out with the contractor.

(c) Employees who accept job offers with the contractor may request to be placed on the Reinstatement List for a twenty-four (24) month period from the date of lay-off from the College. Such Employees shall be eligible for a severance payment if they resign from the College or if they are not reinstated to employment during the twenty-four (24) month reinstatement period, in accordance with clause 30.10. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the provisions of this article. Such Employees shall be eligible for a severance payment if they resign from the College or if they are not reinstated to employment during the twenty-four (24) month reinstatement period, in accordance with clause 30.10.

Article 31: Discipline

Suspension without Pay or Termination

31.1 In accordance with clause 15.3 (c), the College may suspend without pay or terminate, at any time, the employment of any Employee for just and sufficient cause. The College shall provide in writing, in person or by personal service, the reasons for the suspension or termination to the Employee and the Union at the time of the disciplinary action.

Other Disciplinary Actions

31.2 The College may also, for just and sufficient cause:

- (a) reprimand, orally and/or in writing, an Employee;
- (b) suspend an Employee for a reasonable time, with salary, for the purpose of investigating an allegation of misconduct.

A record of any disciplinary action shall be placed on the Employee's Official Employment File in accordance with *Article 27: Official Employment File*. When requested by the Employee, the College shall provide, in writing, reasons for the discipline noted in clause 31.2 (a) or 31.2 (b) above to the Employee.

College May Vary or Revoke Termination

31.3 The College may at any time vary or revoke the termination of the employment of an Employee, and where the termination is revoked, it shall be deemed not to have taken place.

Grievance at Step Two

31.4 An Employee who is suspended or whose employment has been terminated may grieve the suspension or termination commencing at Step 2 of the grievance and arbitration procedure in accordance with clause 13.4 (c).

Reinstatement

31.5 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of clause 31.1 or by suspension with pay in violation of clause 31.2 (b), that Employee shall be immediately reinstated in the Employee's former position without loss of seniority or any other benefit which would have accrued had the Employee not been suspended or discharged. One of the benefits the Employee shall not lose is the Employee's regular pay during the period of suspension or discharge. The amount of this regular pay shall be paid to the Employee at the end of the next complete pay period following the reinstatement.

Article 32: Third Party Liability Insurance and Legal Assistance

Liability Insurance

- 32.1 (a) The College shall obtain and keep in force, at the College's expense, a policy of third party liability insurance which shall protect each Employee to an extent of not less than two million dollars (\$2,000,000.00) from claim which may arise against an Employee acting within the scope of assigned duties with the College.
- (b) the policy shall be a first (1st) payer in relation to any policy carried by or on behalf of an Employee for claims as noted in clause 32.1 (a).

Legal Assistance

- 32.2 (a) Where the College is satisfied that an Employee acted within the scope of the Employee's employment with the College, the College shall defend, negotiate, or settle claims in which the Employee's negligence is alleged and will also pay damages, when necessary.
- (b) When the College defends an Employee in accordance with clause 32.2 (a), the College shall be in control of the case.

Article 33: Health and Safety

Joint Responsibility

33.1 The College, the Union and Employees value the health and safety of all persons on College premises. Accordingly, the parties to this Collective Agreement commit to work together to protect and promote health and safety and to take every precaution, reasonable in the circumstances, to ensure that the College environment is physically

and psychologically safe and healthy in accordance with the College's Occupational Health and Safety Policy and meets or exceeds the provisions of the Nova Scotia *Occupational Health and Safety Act*.

Campus Joint Occupational Safety and Health Committee

33.2 The College shall establish a Campus Joint Occupational Safety and Health Committee on Occupational Health and Safety, including representation from this and other bargaining units in the College, for the purpose of advising the College on occupational health and safety matters in the College. At least half of the membership on the Campus Joint Occupational Safety and Health Committee shall be comprised of non-management persons employed by the College.

LEAVE

Article 34: Vacations

Vacation Entitlement

34.1 An Employee shall accumulate vacation leave with pay as follows:

- (a) during the first six (6) years [seventy-two (72) months] at the rate of one and one-quarter (1-1/4) days for each month of service during the vacation year [maximum of fifteen (15) days paid vacation leave in each vacation year during first six (6) years]; and
- (b) after six (6) years [seventy-two (72) months completed] until eleven (11) years [one hundred thirty-two (132) months] at the rate of one and two-thirds (1-2/3) days for each month of service during the vacation year [maximum of twenty (20) days paid vacation leave in each vacation year after six (6) years until the end of eleven (11) years]; and
- (c) after eleven (11) years [one hundred thirty-two (132) months completed] until twelve (12) years [one hundred forty-four (144) months] at the rate of one and three-quarters (1-3/4) days for each month of service during the vacation year [maximum of twenty-one (21) days paid vacation leave in each vacation year after eleven (11) years until the end of twelve (12) years]; and
- (d) after twelve (12) years [one hundred forty-four (144) months completed] until thirteen (13) years [one hundred fifty-six (156) months] at the rate of one and five-sixths (1-5/6) days for each month of service during the vacation year [maximum of twenty-two (22) days paid vacation leave in each vacation year after twelve (12) years until the end of thirteen (13) years]; and
- (e) after thirteen (13) years [one hundred fifty-six (156) months completed] until fourteen (14) years [one hundred sixty-eight (168) months] at the rate of one and eleven-twelfths (1- 11/12) days for each month of service during the vacation year [maximum of twenty-three (23) days paid vacation leave in each vacation year after thirteen (13) years until the end of fourteen (14) years]; and
- (f) after fourteen (14) years [one hundred sixty-eight (168) months completed] until fifteen (15) years [one hundred eighty (180) months] at the rate of two (2) days for each month of service during the vacation year [maximum of twenty-four (24) days paid vacation leave in each vacation year after fourteen (14) years until

the end of fifteen (15) years]; and

- (g) after fifteen (15) years [one hundred eighty (180) months completed] until twenty-four (24) years [two hundred eighty-eight (288) months] at the rate of two and one-twelfth (2-1/12) days for each month of service during the vacation year [maximum of twenty-five (25) days paid vacation leave in each vacation year after fifteen (15) years until the end of twenty-four (24) years]; and
- (h) after twenty-four (24) years [two hundred eighty-eight (288) months completed] of service at the rate two and one-half (2-1/2) days for each month of service during the vacation year [maximum of thirty (30) days paid vacation leave in each vacation year after twenty-four (24) years].

Fractional Entitlement

34.2 If, at the end of a vacation year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased or decreased to the nearest one-half (1/2) day.

Authorization

34.3 An Employee shall be granted vacation leave at such time during the year as the College determines.

Vacation Scheduling

- 34.4
- (a) Except as otherwise provided in this Collective Agreement, vacation leave entitlements shall be used within the year in which it is earned. The Employee shall advise the College in writing of the Employee's vacation preference as soon as possible for the following vacation year but before March 15 in each year. The College will respond in writing by April 15 indicating whether the Employee's vacation request is authorized **or not**.
 - (b) Preference of vacation schedule shall be given to those Employees with greater length of service as defined in *Article 29: Service and Seniority*; however, those Employees must be transferred into the work unit for six (6) months before they can use length of service to provide priority for selection of vacations.
 - (c) Any subsequent vacation requests submitted after March 15 of each year will be considered in accordance with operational requirements, and the College will endeavour to respond to the request in writing within ten (10) working days, in accordance with clauses 34.5 and, if applicable, 34.4(b).

Employee Request

34.5 Subject to the operational requirements, the College shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the College is unable to comply with the Employee's written request, the College shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request in an alternative request.

Unbroken Vacation

34.6 Where operational requirements permit, the College shall make every reasonable effort to grant to an Employee the request to enjoy vacation entitlement in a single unbroken period of leave.

Vacation Carry Over and Accumulation

34.7 Except as otherwise provided in this Collective Agreement:

- (a) An Employee must take the minimum number of earned vacation days in accordance with Labour Standards legislation.
- (b) An Employee who has taken the minimum required number of earned vacation days shall automatically carry forward a maximum of ten (10) days annually in an accumulated vacation bank.
- (c) An Employee may accumulate up to a maximum of twenty-five (25) earned vacation days. For greater certainty, the maximum liability of the College for vacation earned but not taken shall not exceed twenty-five (25) days.
- (d) Notwithstanding clauses 34.7 (a), (b), and (c), an Employee who is unable to commence that Employee's earned vacation leave during the vacation year due to sick leave, pregnancy, parental or adoption leave shall be able to carry over the vacation leave into the next vacation year. The carry over entitlement shall be used during the next two (2) years and shall be scheduled with the mutual consent of the Employee and the College.
- (e) A vacation day comprises the bi-weekly hours noted in clause 21.2 divided by ten (10).

Borrowing of Unearned Vacation Credits

34.8 With the approval of the College, an Employee who has been employed in the College for a period of five (5) or more years may be granted five (5) days from the vacation leave of the next subsequent year.

Employee Compensation upon Separation

34.9 An Employee, upon separation from the College, shall be compensated for vacation leave to which the Employee is entitled.

College Compensation upon Separation

34.10 An Employee, upon separation from the College, shall compensate the College for vacation which was taken but to which the Employee was not entitled.

Vacation Credits upon Death

34.11 Where an Employee dies and the Employee has been granted more vacation with pay than the Employee had earned prior to death, the Employee shall be considered to have earned the amount of vacation leave with pay granted.

Vacation Records

34.12 Notification of vacation credits will be shown in the view Paycheck link through Employee Self-Service.

Recall from Vacation

34.13 The College will make every reasonable effort not to recall an Employee to work after the Employee has proceeded on vacation leave.

Reimbursement of Expenses upon Recall

34.14 Where, during any period of vacation leave, an Employee is recalled to work, the Employee shall be reimbursed for reasonable expenses, subject to the provisions of the College's expense policy, that the Employee incurs:

- (a) in proceeding to the Employee's place of work; and
- (b) in returning to the place from which the Employee was recalled if the Employee immediately resumes vacation leave upon completing the assignment for which the Employee was recalled.

Reinstatement of Vacation upon Recall

34.15 The period of vacation leave so displaced resulting from recall and transportation time in accordance with clauses 34.13 and 34.14, shall either be added to the vacation period, if requested by the Employee and approved by the College, or reinstated for use at a later date.

Illness during Vacation

34.16 If an Employee becomes ill during a period of vacation and the illness is for a period of three (3) or more consecutive days, and such illness is supported by a medical certificate on such form as the College may from time to time prescribe from a legally qualified medical practitioner, the Employee shall be granted sick leave and the Employee's vacation credit shall be restored to the extent of the sick leave.

Part-Time Employees

34.17 Part-time Employees shall earn vacation entitlement on the basis of calendar time of employment. Salary paid during vacation leave shall be pro-rated on the basis of hours worked.

Article 35: Paid Holidays

Paid Holidays

35.1 Paid holidays for Employees shall be:

- (a) New Year's Day
- (b) Nova Scotia Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) Labour Day
- (h) National Day for Truth and Reconciliation
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Eve (full day)
- (l) Christmas Day
- (m) Boxing Day
- (n) Three (3) days between Boxing Day and New Year's Day
- (o) One (1) additional day in each year. This additional day shall normally be the first Monday in August except where the College determines that another day, recognized to be a provincial or civic holiday in the area in which the Employee is employed, shall be the additional day;
- (p) Any other day or part of a day declared by the College to be a holiday for Employees

Exception

35.2 Clause 35.1 does not apply to an Employee who is absent without pay on either that Employee's scheduled working day immediately preceding or the scheduled working day immediately following the paid holiday. Remuneration for paid holidays shall be at the same rate as for the day preceding and following the holiday.

Holiday Falling on a Non-Working Day

35.3 Where a day recognized as a holiday falls on a day that is not a working day for the Employee, the College shall grant the holiday with pay on either:

- (a) the working day immediately following the holiday; or
- (b) the day following the Employee's annual vacation or another day mutually acceptable to the College and the Employee.

Holiday Coinciding with Paid Leave

35.4 Where a day that is a paid holiday for an Employee, as defined in clause 35.1, falls within a period of leave with pay, the holiday shall not count as a day of leave.

Compensation for Work on a Holiday

35.5 Where an Employee is regularly scheduled to work in accordance with the provisions of clause 21.4 and the regularly scheduled day of work falls on a paid holiday, as defined in clause 35.1, the Employee shall receive compensation equal to two and one-half (2½) times the Employee's regular rate as follows:

- (a) compensation at one and one-half (1½) times the regular rate, including the holiday pay, for the hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Where time off with pay in lieu of the holiday has not been granted in accordance with clause 35.5 (b), compensation shall be granted at the Employee's regular rate of pay for the hours worked.

Overtime on a Holiday

35.6 Where an Employee is required to work overtime on a paid holiday, as defined in clause 35.1, the Employee will receive compensation equal to three (3) times the Employee's regular rate as follows:

- (a) compensation at two (2) times the regular rate, including the holiday pay, for the overtime hours worked on the holiday; and
- (b) time off with pay in lieu of the holiday, on an hour-for-hour basis, at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.
- (c) Where time off with pay in lieu of the holiday has not been granted in accordance with clause 35.6 (b), compensation shall be granted at the Employee's regular rate of pay for the overtime hours worked.

Time Off in Lieu of Holiday

35.7 In no case shall the total time off in lieu of a holiday referred to in 35.5 (b) and 35.6

(b) aboveexceed the equivalent of one (1) complete shift.

Religious/Creed Accommodation

35.8 The College is committed to respecting the religious beliefs and practices of all Employees and making accommodations for religious and spiritual observances not included in clause 35.1. Employees may request accommodation for religious and spiritual observances pursuant to the College's Religious/Creed Accommodation Procedures.

Article 36: Sick Leave

36.1 Sick leave provides protection for an Employee from loss of earnings due to illness or injury which prevents the Employee from performing work for the College, and for which compensation is not payable under the *Workers' Compensation Act*. Sick leave with pay is granted against accumulated credits in accordance with the provisions of this Collective Agreement.

General Illness Leave Benefit

- 36.2 (a) An Employee who is unable to perform the Employee's duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.
- (b) The fiscal year for the purpose of general illness leave shall be April 1 to March 31.
- (c) A new Employee who is appointed subsequent to April 1 shall have the Employee's maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service the Employee will accumulate in the fiscal year of appointment.
- (d) Employees who exhaust all or part of their eighteen (18) work days' entitlement in one (1) fiscal year will have it reinstated on April 1 of the following fiscal year.

Short-Term Illness Leave Benefit

- 36.3 (a) An Employee hired before June 7, 2002 who is unable to perform the Employee's duties because of illness or injury for a period of absence exceeding three (3) consecutive workdays may be granted leave of absence at full or partial pay for each incidence of short-term illness at one hundred percent (100%) of normal salary for a maximum of one hundred (100) days of absence.
- (b) An Employee hired on or after June 7, 2002 who is unable to perform the Employee's duties because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:
- (i) for Employees with less than five (5) years' completed service at seventy-five percent (75%) of normal salary for a maximum of one hundred (100) days of absence;
 - (ii) for Employees with five (5) or more years' completed service at one hundred percent (100%) of normal salary for a maximum of one hundred (100) days of absence.

- (c) If an incident of short-term illness continues from one year of employment to the following year of employment, the Employee's benefit entitlement for that period of short-term illness leave shall be payable in accordance with the provisions of clauses 36.3 (a) and 36.3 (b) during the year in which the short-term illness commenced.

Recurring Disabilities

- 36.4
- (a) An Employee who returns to work after a period of short-term illness leave and, within thirty (30) consecutive work days, again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in clause 36.3.
 - (b) An Employee who returns to work after a period of short-term illness leave and, after working thirty (30) or more consecutive work days, again becomes unable to work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of clause 36.3.
 - (c) An Employee who returns to work after a period of short-term illness leave and, within fifteen (15) consecutive work days, subsequently becomes unable to work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of clause 36.3.
 - (d) The provisions of clause 36.4 (b) shall not apply to an Employee who has returned to work on a trial basis. In such a case, the Employee will be considered to be within the original short-term leave period defined in clause 36.3.

Benefits Not Paid During Certain Periods

- 36.5 General illness leave and short-term illness leave benefits will not be paid when an Employee is:
- (a) receiving designated paid holiday pay;
 - (b) on suspension without pay;
 - (c) on a leave of absence without pay, other than leave of absence for union business pursuant to *Article 39: Union Leave* of this Collective Agreement or in the case of circumstances covered under clause 36.6.

Benefits/Layoff

- 36.6
- (a) When an Employee is on short-term illness and is deemed eligible for long-term disability and is laid off, the Employee shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement. When such an Employee has recovered or is capable of returning to work the Employee shall be covered by the provisions of *Article 30: Job Security*.
 - (b) During the period an Employee is on lay-off status, the Employee shall not be entitled to benefits under this section for an illness or disability which commenced after the effective date of lay-off. When such an Employee is recalled and returns to work, the Employee shall be eligible for participation in all benefits.
 - (c) The continuation of benefits payable pursuant to clause 36.6 shall include any benefits payable in accordance with the Long-Term Disability Plan.

Long-Term Disability

36.7 The Employer and the Union shall continue to participate in the provision of a Long Term Disability Plan as exists on the coming into force of this Agreement. Eligibility for Long Term Disability benefits shall be determined in accordance with the provisions of the Long Term Disability Plan. Exclusive jurisdiction with respect to eligibility for Long Term Disability benefits shall vest exclusively in the Board of Trustees as provided in the Long Term Disability Plan and any and all liability for benefits shall reside exclusively in the LTD Fund. The agreed upon terms and conditions of the Long Term Disability Plan are subject to modification from time to time during the term of the collective agreement by the Board of Trustees of the Nova Scotia Public Service Long Term Disability Plan Trust Fund. The parties to the collective agreement will make the required changes to remain compliant.

Deemed Salary

36.8 For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Collective Agreement, any Employee on illness leave under this section shall be deemed to be on one hundred percent (100%) salary during such leave, or in accordance with Federal or Provincial Statutes.

Proof of Illness

- 36.9 (a) An Employee may be required by the College to produce a certificate from a qualified regulated healthcare practitioner as proof of illness for any absence exceeding five (5) consecutive working days, or where the College has reason to believe an Employee is misusing sick leave privileges. If a certificate is not produced after such a request, the time absent from work will be deducted from the Employee's pay.
- (b) The College may require an Employee to be examined by a neutral third party medical practitioner for the purposes of receiving an independent medical evaluation. Where such examination is required, the College shall pay the fees for the third party medical practitioner.

Sick Leave Application

- 36.10 (a) Application for sick leave for a period of more than three (3) consecutive days but not more than five (5) consecutive days shall be made in such manner as the College may from time to time prescribe, and when the application for sick leave is for a period of more than five (5) consecutive days, it shall be supported by a certificate from a medical practitioner.
- (b) The College shall reimburse an Employee up to fifty dollars (\$50.00) for the cost of obtaining the certificate in clause 36.10(a).
- (c) An Employee who is unable to report for work due to illness or injury shall notify their immediate supervisor or assigned designate, as determined and communicated by the immediate supervisor, as soon as reasonably possible and no later than the first day of absence. In any event, as much notice as possible shall be given. Employees shall also indicate the expected duration of the absence including reasonable notice of anticipated return, if known.

Workers' Compensation

36.11 An Employee, who is in receipt of benefits from the Workers' Compensation Board of Nova Scotia, arising from the same incapacity for which sick leave or special leave is granted, shall continue to be paid their regular salary, for a period of up to two (2) years.

Sick Leave Records

36.12 Notification of sick leave credits will be shown on the View Paycheck link through EmployeeSelfService.

College Approval

36.13 An Employee may be granted sick leave with pay when the Employee is unable to perform the Employee's duties because of illness or injury provided that the Employee satisfies the College of this condition in such manner and at such time as may be determined by the College and provided the Employee has the necessary sick leave credits.

Employee Support for Mental Health and Addictions

36.14 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Collective Agreement, the College and the Union agree to cooperate in encouraging Employees **dealing with mental health and addictions** to undergo a coordinated program directed to the objective of their rehabilitation.

Part-Time Employees

36.15 (a) The number of days for general illness benefits for part-time Employees shall not be pro-rated. However, the remuneration paid for the days of sick leave in accordance with 36.2 shall be pro-rated in accordance with the normal number of hours worked.

(b) The number of days for short-term illness benefits for part-time Employees shall not be pro-rated. However, the remuneration paid for the days of sick leave in accordance with clause 36.3 shall be pro-rated in accordance with the normal number of hours worked.

Article 37: Pregnancy, Parental, and Adoption Leaves

Pregnancy Leave

37.1 (a) **Entitlement**

A pregnant Employee is entitled to an unpaid leave of absence of up to sixteen (16) weeks upon:

- (i) giving the College notice of the date that the Employee shall begin the leave and the date the Employee shall return to work as required by clause 37.3;
- (ii) providing to the College, where the College so requests, a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

(b) **Beginning of Pregnancy Leave**

Pregnancy Leave may begin on such date:

- (i) not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines; and
- (ii) not later than the date of delivery.

(c) **End of Leave**

Pregnancy Leave ends on such date:

- (i) not sooner than one (1) week after the date of delivery; and
 - (ii) not later than sixteen (16) weeks after the pregnancy leave began; as determined by the Employee.
- (d) **Requirement by College to Take Leave**
 Notwithstanding clause 37.1(a), the College may require a pregnant Employee to take an unpaid leave of absence while the duties of the position cannot reasonably be performed by a pregnant woman or the performance of the Employee's work is materially affected unless the College can reasonably modify the Employee's duties for the period required or can temporarily re-assign the Employee to alternate duties or another classification. The Union shall support any modification of duties or temporary re-assignment as provided in this provision.

Parental Leave

37.2 (a) **Entitlement**

An Employee who becomes a parent of one (1) or more children through:

- (i) the birth of the child or children; or
- (ii) the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the law of the Province of Nova Scotia; is entitled to an unpaid leave of absence of up to seventy-seven (77) weeks upon giving the College notice of the date that the Employee shall return to work, as required in clause 37.3.

(b) **Beginning and End of Parental Leave after Pregnancy Leave**

Where an Employee takes pregnancy leave pursuant to clause 37.1 (a) and the Employee's new-born child or children arrive in the Employee's home during the pregnancy leave, parental leave pursuant to this article:

- (i) begins immediately upon completion of the pregnancy leave and without the Employee returning to work; and
- (ii) ends not later than sixty (60) weeks after the parental leave began; as determined by the Employee. The maximum combined pregnancy and parental leave to which an Employee may be entitled is seventy-seven (77) weeks.

(c) **Beginning and End of Parental Leave Otherwise**

Where clause 37.2 (b) does not apply, parental leave:

- (i) begins on such date, coinciding with or after the birth of the child or children first arriving in the Employee's home; and
- (ii) ends not later than seventy-seven (77) weeks after the parental leave begins or seventy-seven (77) weeks after the child or children first arrive in the Employee's home, whichever is earlier; as determined by the Employee.

(d) **Interruption of Leave by Hospitalization of Child**

Notwithstanding clauses 37.2 (a) and 37.2 (b), where an Employee has begun parental leave pursuant to those clauses and the child to whom the parental

leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of the parental leave until the child is discharged from the hospital, upon giving the College notice in accordance with clause 37.3.

(e) **Limitation**

An Employee is entitled, pursuant to clause 37.2 (d), to only one interruption and deferral of each parental leave.

Notice to College

37.3 (a) **Serving Notice**

An Employee shall serve notice:

(i) of the commencement date of leaves covered by this article as follows:

(1) not later than the fifth (5th) month of pregnancy forward to the College a written notice of the date the Employee shall begin pregnancy leave pursuant to clause 37.1 (a); or

(2) not later than four (4) weeks prior to the commencement of parental leave pursuant to clause 37.2 (a); and

(ii) of the date the Employee shall return to work upon completion of the leave(s) unless the Employee shall take the maximum leave to which the Employee is entitled; or

(iii) of the Employee's intention to resign in accordance with clause 15.3 (d).

(b) **Amendment to Notice**

Notice given pursuant to clause 37.3 (a) may be amended from time to time by the Employee:

(i) by changing any date in the notice to an earlier date if the notice is amended at least four (4) weeks before that date;

(ii) by changing any date in the notice to a later date if the notice is amended at least four (4) weeks before the original date; and

(iii) by adding the date that the Employee shall return to work if the notice is amended at least four (4) weeks before the Employee would have been required to return to work.

(c) **Short Notice**

The Employee shall give the College as much notice as reasonably practicable of:

(i) the date the Employee shall begin pregnancy leave pursuant to clause 37.1(a) where the Employee is advised by a legally qualified medical practitioner to begin pregnancy leave sooner than planned because of medical circumstances resulting from the pregnancy;

(ii) the delivery, where the actual delivery occurs sooner than expected;

(iii) the first arrival of the child or children in the Employee's home, where

that arrival is not anticipated or occurs sooner than reasonably expected;

- (iv) the return to work pursuant to clause 37.2 (d);
- (v) the resumption of parental leave by the Employee in accordance with clause 37.2 (d). Where the situations noted in clauses 37.3 (c) (i) through 37.3 (c) (v) inclusive apply, clause 37.3 (b) does not apply.

Proof of Entitlement

- 37.4 (a) Upon the request of the College, where an Employee takes parental leave pursuant to clause 37.2 (a), interrupts and defers leave pursuant to clause 37.2 (d) or gives notice pursuant to clause 37.3 (c), the Employee shall provide such proof as is reasonably necessary to establish the entitlement of the Employee pursuant to those provisions.
- (b) ***Certificate as Proof***
The certificate of a legally qualified medical practitioner or, in the case of adoption, of an official adoption agent with knowledge of the proposed adoption, is sufficient proof for the purpose of clause 37.4 (a) of the matters attested to in the certificate.

Rights of Employee on Pregnancy and/or Parental Leave

- 37.5. (a) While an Employee is on Pregnancy and/or Parental Leave, the College shall maintain coverage for health and welfare benefits in accordance with *Article 42: Health and Welfare Benefits* and shall continue to pay its share of premium costs for maintaining such coverage during the period of the Leave(s).
- (b) Where an Employee reports for work upon the expiration of the Pregnancy Leave or Parental Leave, the Employee shall resume work in the same position held prior to the commencement of the Leave(s) with no loss of seniority or benefits accrued to the commencement of the Leave(s) or, if the position no longer exists, *Article 30: Job Security* shall apply.
- (c) While on Pregnancy or Parental Leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the Leave(s). Such service and seniority shall be deemed to be continuous. However, service accumulated during the Pregnancy or Parental Leave shall not be used for the purposes of calculating vacation leave credits. For the purposes of calculating vacation leave credits during the year in which the Pregnancy and/or Parental Leave is taken, one (1) month of service shall be credited to an Employee who does not receive salary for a combined total of seventeen (17) days or more during the first and last calendar months of the Leave(s).

Supplementary Employment Benefit for Parents

- 37.6 An Employee on Pregnancy or Parental Leave who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance Benefits shall be entitled to the following benefits for either the pregnancy or parental leave, but not both. The Employee shall receive a benefit equivalent to seventy-five percent (75%) of the Employee's bi-weekly salary during the Employment Insurance waiting period.
- (a) For fifteen weeks where a waiting period does not apply or for the next fifteen (15) weeks of the Employment Insurance benefits following the waiting period,

the Employee's weekly Employment Insurance benefit shall be supplemented to a maximum of ninety- three percent (93%) of the Employee's normal weekly salary, less any other earnings received by the Employee during the benefit period which may result in a decrease in the Employment Insurance benefits to which the Employee would have been eligible if no other earnings had been received during the period.

- (b) For the purposes of this supplementary benefit, an Employee's normal weekly salary will be one-half the bi-weekly rate of pay to which the Employee is entitled for the Employee's classification on the day immediately preceding the commencement of pregnancy leave. In the case of Employees working part-time, such weekly rate of pay will be multiplied by the fraction obtained from dividing the Employee's time worked (as defined for the purpose of accumulating service) averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Employee's classification.
 - (i) Where the Employee is in receipt of Standard EI Parental benefits, the payments will be equivalent to the difference between the weekly Standard EI Parental benefits, the Employee is eligible to receive, and ninety-three percent (93%) of the Employee's weekly rate of pay.
 - (ii) Where the Employee is in receipt of Extended EI Parental benefits, the payments will be the equivalent to the difference between the weekly Standard EI Parental benefits, the Employee would have been eligible to receive, and ninety-three percent (93%) of the Employee's weekly rate of pay.
- (c) Where the Employee has served the waiting period in 37.6, the Employee's weekly Employment Insurance benefit will be topped up to ninety-three (93%) of the Employee's weekly salary for one (1) additional week.
- (d) Where an Employee becomes eligible for a salary increment or pay increase during the benefit period, payments under this benefit will be adjusted accordingly.
- (e) The College will not reimburse the Employee for any amount the Employee is required to remit to the Government of Canada where the Employee's annual income exceeds one and one-half (1½) times the maximum yearly insurable earnings under the *Employment Insurance Act*.
- (f) Where a child or children enters the home of an Employee and where both parents are Employees of the College, the supplementary benefit shall apply to one parent only, as determined by the Employees.
- (g) Notwithstanding 37.6 (f), where both parents are Employees of the College and where legislation so permits, the supplementary provisions may be split between the Employees.

Other

37.7 Where the provisions of 37.6 do not apply, an Employee shall be eligible for the following leaves:

- (a) ***Spousal Leave with Pay for Birth of Child***
On the occasion of an Employee's spouse giving birth to their child, the Employee shall be granted special leave with pay up to a maximum of two (2) days in the period following the birth of their child.

(b) ***Adoption Leave for Child Five (5) Years of Age or Younger***

An Employee shall be granted a one (1) day leave with pay for the purpose of adopting a child five (5) years of age or younger. This leave may be divided into two (2) periods and granted on separate days. If both adoptive parents are employed by the College, the total amount of paid leave taken under this clause by either one or both parents shall not exceed one (1) day.

37.8 For the purposes of this article:

- (a) "Standard EI Parental benefits" means the EI benefits an Employee who elects to receive EI Parental benefits for up to thirty-five (35) weeks is eligible to receive.
- (b) "Extended EI Parental benefits" means the EI benefits an Employee who elects to receive EI Parental benefits for up to sixty-one (61) weeks is eligible to receive.
- (c) Once an Employee elects the standard or extended parental benefits and the weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the Employee return to work at an earlier date than that originally scheduled.

End of Pregnancy Leave

37.9 Leave for end of pregnancy is a leave of absence for an Employee who experiences an end of pregnancy. End of pregnancy means a pregnancy that does not end in a live birth.

The reason for end of pregnancy does not impact an Employee's eligibility for leave and the College is not entitled to know why a pregnancy ended.

- (a) If an Employee's pregnancy ends before completing nineteen (19) weeks of pregnancy, they are entitled to a leave of absence of up to five (5) consecutive working days at one hundred (100%) percent of the employee's regular weekly rate of pay.
- (b) If an Employee's pregnancy ends after completing nineteen (19) weeks of pregnancy, they are entitled to a leave of absence of up to sixteen (16) consecutive weeks with the first five (5) consecutive working days of the leave being paid at one hundred (100%) percent of the Employee's regular weekly pay.
- (c) Notwithstanding clauses 37.9 (a) and (b), if an Employee's pregnancy ends while they are on pregnancy leave, the following will apply:
 - (i) If the Employee has taken ten (10) or less weeks of pregnancy leave at the time their pregnancy ends, the Employee may continue their pregnancy leave to its scheduled conclusion; or
 - (ii) If the Employee has taken more than ten (10) weeks of pregnancy leave at the time their pregnancy ends, the Employee shall be entitled to up to six (6) additional weeks of leave.

Article 38: Special Leave

Special Leave

38.1 The College, in any one year, may grant to an Employee:

- (a) special leave without pay for such a period as it deems circumstances warrant;

(i) Health and Dental and Group Life Insurance Premium Deductions

An Employee who is granted a special leave without pay shall provide the College with payment for their portion of all applicable health, dental, and group life insurance premiums for the duration of their leave. Premiums will be collected for the duration of the leave. Coverage for any leave greater than six (6) months in duration is subject to insurer approval.

(ii) Pension Deductions

An Employee who is granted a special leave without pay and is a member of the Nova Scotia Superannuation Plan (PSSP) may provide the College with payment for their portion of pension premiums, for partial or full duration of their leave, where applicable, in accordance with applicable pension plan regulations.

(iii) Long-Term Disability

An Employee who is granted a special leave without pay shall provide the College with payment for their portion of Long-Term Disability premiums. Coverage for any leave greater than twelve (12) months in duration is subject to plan insurer approval.

(iv) Failure to Make Payment

Where an Employee fails to provide the College with the required payment for their portion of health and dental or group life insurance, Long-Term Disability, or pension benefit premiums, the benefit(s), for which payment has not been received, shall cease effective the start date of the leave and until such time as the Employee returns to work and the Employee and College will then resume payment of benefit premiums and pension contributions, if applicable.

(v) Request for Extension

An Employee who has been granted and is seeking an extension to a special leave without pay shall submit an extension request to the College either the lesser of:

- (1) three (3) months prior to the end of the approved leave; or
- (2) the mid-point of the approved leave.

Approval of any extension request will be in accordance with clause 38.1(a).

- (b) special leave with pay for reasons other than those covered under this article for such period as it deems circumstances warrant.

Bereavement Leave

38.2 An Employee shall be entitled to bereavement leave in accordance with the following:

- (a) In the event of a death in an Employee's immediate family, or in the immediate family of the Employee's spouse, the Employee shall be entitled to special leave with pay for a period of up to five (5) consecutive working days for each death. Immediate family is defined as father, mother, brother, sister, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child or ward, grandparent or grandchild and a relative permanently residing in the Employee's household or with whom the Employee permanently resides. For clarity, a step relation is considered a member of the immediate family.

- (b) Notwithstanding the entitlement of up to five (5) consecutive working days, an Employee's paid leave entitlement for such circumstances will not expire prior to the expiration of seven (7) calendar days commencing midnight following the death. Where the interment, memorial service, funeral, or celebration of life is not held within the five (5) day period immediately following the death of an immediate family member, and there is subsequently an interment, memorial service, funeral, or celebration of life which falls on a work day, the employee shall be entitled to bank two (2) of the five (5) days and take the days at a later time for the purposes of attending such service. The days are to be taken within one (1) year following the date on which the death occurred.
- (c) (i) Every Employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of the Employee's or the spouse of the Employee's aunt, uncle, niece, or nephew.
(ii) The College may approve a request for an additional one (1) day of leave with pay for necessary travel. Such request shall not be unreasonably denied.
- (d) The entitlement noted in clauses 38.2 (a) through 38.2 (c) above is subject to the proviso that proper notification is made by the Employee to the College not later than the day the leave is commenced.
- (e) If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to the Employee's vacation or sick leave credits.

Court Leave

38.3 Unless an Employee is on leave of absence without pay or under suspension, leave of absence with pay shall be given for the actual time an Employee is required for jury duty or as a witness before a judicial body.

Jury Compensation

38.4 Any Employee given leave of absence with pay to serve on a jury pursuant to clause 38.3, may have deducted from the Employee's salary an amount equal to the amount that the Employee receives for such jury duty.

Leave for Staffing Actions

38.5 When an Employee is a candidate in a personnel selection process for a position in the College, the Employee shall be granted a leave of absence with pay for the period during which the Employee's presence is required for purposes of the selection process and for such further period, as the College considers reasonable, for the Employee to travel to and from the place where the Employee's presence is so required. Such leave of absence shall not be considered to be "on the College's business," for purposes of expenses incurred under *Article 25: Reimbursement for Travel Expenses*. Where the College has so requested the Employee's presence, the Employee shall notify the Employee's Manager of the requirement as soon as possible after the request is known.

Leave for Medical and Dental Appointments

38.6 (a) Employees shall be allowed paid leave of absence up to five (5) days per annum, in order to engage in the Employee's, or a dependent of the Employee's, preventive medical and dental care. Such leave shall be debited against sick leave credits. Wherever possible, the employee is expected to schedule the dependents medical appointments so that the appointment does not conflict with the employee's duties. *See Article 36: Sick Leave for full sick leave provisions.*

- (b) For the purposes of this clause, dependent is defined as a spouse, child, or parent of the Employee.

Leave for Storms or Hazardous Conditions

- 38.7 (a) Any time lost by an Employee as a result of absence or lateness due to storm conditions or because of the condition of public streets and highways or because an Employee finds it necessary to seek permission to leave prior to the end of the scheduled working day shall be:
- (i) made up by the Employee at a time agreed upon between the Employee and the College; or
 - (ii) charged to the Employee's accumulated vacation leave, accumulated holidaytime or accumulated overtime; or
 - (iii) otherwise deemed to be leave without pay.
- (b) Notwithstanding clause 38.7(a), reasonable lateness beyond the beginning of an Employee's scheduled starting time shall not be subject to the provisions of clause 38.7(a) where the lateness is justified by the Employee being able to establish, to the satisfaction of the College, that every reasonable effort has been made by the Employee to arrive at the workplace at the scheduled time.
- (c) In the event of a disagreement between an Employee and his or her supervisor with respect to the application of clause 38.7 (b), the matter may be subject to grievance in accordance with *Article 13: Complaint, Grievance and Arbitration Procedure*.
- (d) **Campus Closures**
- (i) Where a Campus is closed due to storms or hazardous conditions, Employees shall not lose salary as a result of such closure. However, such temporary closure shall not be considered a recognized holiday.
 - (ii) Should an exceptional circumstance arise and conditions have not yet improved, where the College requests an Employee to report to work at a Campus during the temporary closure, and the Employee deems it safe to do so from their location, the College shall provide time off in lieu in recognition of the time worked.
 - (iii) Once conditions improve, Employees with responsibility for restoring services or securing the Campus who were scheduled to work on the day of the temporary closure will be notified by their manager so that they may prepare the premises for all employees to return. Should an Employee choose to be absent once notified because the Employee does not deem it safe to return from their location, the provisions of clause 38.7 (a) and (b) shall apply.

Leave for Family Illness or Emergency

38.8 An employee may be granted up to a maximum of seven (7) days per annum in instances of family illness or emergency, subject to the following provisions:

- (a) In the case of illness of a member of the Employee's family for whom no one other than the Employee can make arrangements. The College may require proof of the need for such leave. Such leave shall not be unreasonably

withheld. For the purposes of this clause, "family" is as defined in clause 38.2 (a).

- (b) In the case of a critical condition which requires the Employee's personal attention resulting from an emergency (fire, flood, etc.), which cannot be serviced by others or attended to by the Employee at a time when the Employee is not normally scheduled for work. Such leave shall not be unreasonably withheld.

Leave of Absence for Political Office

- 38.9
- (a) In this clause, "Candidate" means a person who has been officially nominated as a candidate, or is declared to be a candidate by that person, or by others, with that person's consent, in a federal or provincial election.
 - (b) Where the Employee withdraws as a Candidate and - before the election - notifies the College of the Employee's intention to return to work, the Employee is entitled to return to the position the Employee left two (2) weeks after the notice has been given to the College unless the College and the Employee both agree to the Employee returning at another time.
 - (c) An Employee's leave of absence to be a Candidate shall terminate on the day the successful Candidate in the election is declared elected unless, on or before the day immediately after ordinary polling day, the Employee notifies the College that the Employee wishes the leave of absence to be extended for such number of days, not exceeding ninety (90), as the Employee states in the notice and, in such case, the leave of absence shall terminate as stated in the notice.
 - (d) An Employee on leave of absence who is an unsuccessful Candidate is entitled to return to the position which that Employee left.
 - (e) The leave of absence of an Employee who is a successful Candidate shall be extended from the ordinary polling day of the election during which the Employee is elected until two (2) weeks after:
 - (i) the Employee resigns from the position to which the Employee was elected where that resignation occurs before the next election;
 - (ii) where the Assembly is dissolved for the next election, the date the Employee notifies the College that the Employee does intend to be a Candidate at that next election;
 - (iii) the date nominations close for the next election if the Candidate has not been officially nominated as a Candidate; or
 - (iv) declaration day for the next election when it is official that the Employee has not been re-elected; whichever is the latest.
 - (f) Where an Employee is elected for the second time, the leave of absence for the Employee to be a Candidate terminates on the day the Employee is declared elected for the second time and the Employee ceases to be an Employee for all purposes, including entitlement to all Employee benefits, as of that day.

- (g) An Employee who is not re-elected in the second election during the leave of absence may return to the position that Employee left or, where that position has been filled or eliminated, to an equivalent position when the leave of absence expires pursuant to 38.10(e).
- (h) During the Employee's leave of absence to be a Candidate, the Employee shall not be paid. However, the Employee, upon application to the College at any time before the leave of absence, is entitled to pension credit for service during the leave as if the Employee were not on a leave of absence and to medical and health benefits, long-term disability coverage and life insurance coverage, or any one or more of them, if the Employee pays both the Employee's and College's share of the cost.

Service Learning Days

38.10 In keeping with the College commitment to service learning, by supporting and encouraging community service/volunteer work

- (a) Each Employee shall be entitled to two (2) paid days each fiscal year (April 1 through March 31) to help enable service to the community without the Employee having to use earned vacation entitlement to perform such volunteer service.
- (b) To ensure operational requirements are met, an Employee shall request approval from the Employee's Manager to take service learning time off in accordance with the College guidelines.
- (c) Service learning days must be used in the year in which they are allocated and cannot be carried forward to another year.
- (d) There shall be no pay-out of unused service learning days.
- (e) An Employee shall report all service learning days on bi-weekly absence records.

Employee Wellbeing Days

38.11 In keeping with the College's Mental Wellness Strategy and commitment to Employee health and wellbeing:

- (a) Each Employee shall be entitled to two (2) paid days each fiscal year, to direct towards any activity or pursuit in support of promoting their own wellness.
- (b) To ensure operational requirements are met, an Employee shall request approval from the Employee's Manager to take Employee Wellbeing Days. The Employee's Manager shall make reasonable effort to approve the request, subject to operational requirements in accordance with College guidelines.
- (c) Employee Wellbeing Days must be used in the year in which they are allocated and cannot be carried forward to another year.
- (d) There shall be no pay-out of unused Employee Wellbeing Days.
- (e) An Employee shall report all Employee Wellbeing days on bi-weekly absence records.

Military Leave

38.12 Where operational requirements permit, an Employee may be granted leave of

absence with pay to a maximum of two (2) weeks for the purpose of taking military training or serving military duty.

- (a) An Employee who is given leave of absence with pay pursuant to this clause shall have deducted from the Employee's salary an amount equal to the amount paid by the Department of National Defense to the Employee as salary.
- (b) Where an Employee uses vacation entitlement for the purpose of taking military training or serving military duty pursuant to this letter of understanding, the Employee shall receive full salary from the College notwithstanding amounts paid to the Employee by the Department of National Defense.

Citizenship Leave

38.13 The College shall grant an Employee a one (1) day leave of absence with pay to attend their swearing-in ceremony upon becoming a Canadian citizen. The Employee shall give the College ten (10) working days' notice of such leave.

Leave for State of Emergency

38.14 An Employee shall not suffer a loss of salary or benefits as a consequence of a state of emergency declared by the Province of Nova Scotia.

Volunteer Firefighters and Ground Search and Rescue

38.15 Subject to operational requirements, every consideration will be given to granting a leave of absence with pay to an employee who is a registered member of a volunteer fire department or volunteer ground search and rescue organization and who is called out during work hours.

Domestic Violence Leave

38.16 A qualified Employee shall be granted Domestic Violence Leave in accordance with the provisions of the *Nova Scotia Labour Standards Code*. The Employer will provide up to five (5) days paid leave per calendar year.

Leave for Parent of Critically Ill Child

38.17 The College will provide an unpaid leave of absence of up to thirty-seven (37) weeks in accordance with sections 60K to 60S of the *Nova Scotia Labour Standards Code* for an Employee who is a parent of a critically ill child.

Leave for Critically Ill Adult

38.18 The College will provide an unpaid leave of absence up to sixteen (16) weeks in accordance with sections 60SA to 60SG of the *Nova Scotia Labour Standards Code* for an Employee who is a family member of a critically ill adult.

Leave for Crime-Related Child Death

38.19 The College will provide an unpaid leave of up to one hundred and four (104) weeks in accordance with sections 60T, 60U, 60W, and 60X of the *Nova Scotia Labour Standards Code* for an Employee who is the parent of a child who died, and it is probable considering the circumstances that the child has died as the result of a crime.

Leave for Crime-Related Child Disappearance

38.20 The College will provide an unpaid leave of absence of up to fifty-two (52) weeks in accordance with sections 60T, 60V, 60W, and 60X of the *Nova Scotia Labour Standards Code* for an Employee who is the parent of a child who disappears, and it is probable considering the circumstances that the child has disappeared as the result of a crime.

Article 39: Union Leave

Leave without Pay

- 39.1 (a) Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees who are elected:
- (i) as members of the Board of Directors of the Union for the attendance at Board meetings;
 - (ii) as members of the Bargaining Unit Negotiating Council of the Union for the attendance at Council Meetings;
 - (iii) as required delegates to attend special conventions including, N.U.P.G.E., C.L.C., Nova Scotia Federation of Labour;
 - (iv) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
 - (v) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour. Such permission will not be unreasonably withheld.
- (b) **Notification to College**
The Union shall notify the College of the names of members of the Board of Directors and Bargaining Unit Negotiating Council.

Leave with Pay

- 39.2 (a) **Annual Meeting**
- (i) Where operational requirements permit and on reasonable notice, the College shall grant special leave with pay for a period not exceeding two (2) days, and special leave with pay for traveling time for such portion of the working day prior to and following the meeting as may be required, to Employees who are elected or appointed as registered delegates to attend the Annual Meeting of the Union. Such permission shall not be unreasonably withheld.
 - (ii) The Union shall notify the College of the names of the registered delegates to the Annual Meeting of the Union at least three (3) weeks in advance of the Annual Meeting.
- (b) **Number of Employees Eligible**
The number of Employees eligible for special leave provisions under clauses 39.1(a) and 39.2 (a) shall be in accordance with the numbers laid down in the Nova Scotia Government and General Employees Union Constitution.
- (c) **Contract Negotiations**
Where operational requirements permit, and on reasonable notice, the College shall grant special leave with pay for not more than three (3) representatives of the bargaining unit for the purpose of attending contract negotiation meetings with the College on behalf of the Union. Such permission shall not be unreasonably withheld.

- (d) **Arbitration**
Where operational requirements permit, and on reasonable notice, the College shall grant special leave with pay to an Employee who is called as a witness by an Arbitration Board prescribed by *Article 13: Complaint, Grievance and Arbitration Procedure*.
- (e) **Grievance Meetings**
Where operational requirements permit, and on reasonable notice, the College shall grant special leave to an Employee:
 - (i) where the College originates a meeting with the Employee who has presented the grievance, special leave with pay;
 - (ii) where an Employee has presented a grievance, and a hearing is held at the final level of the grievance process, special leave with pay to attend the hearing.
- (f) **No Loss of Service**
For the purpose of this article, approved special leave without pay shall not be subject to the provisions of clause 29.1 (a) (iii).
- (g) **Full-time Union Executive**
Leave of absence for the full-time Executive of the Union shall be granted in accordance with *Article 40: Leave for Union Executive*.

Leave with or without Pay

- 39.3 (a) Where an Employee wishes to meet with the Employee's Union representative for a reason not included in clauses 39.1 or 39.2, the Employee and the Union shall attempt to hold such meeting outside of scheduled working hours.
- (b) Where it is not reasonably possible for a meeting in accordance with clause 39.3 (a) to occur outside scheduled working hours, the following provisions shall apply:
 - (i) Approval to attend the meeting shall be subject to operational requirements, as determined by the College and shall not be unreasonably denied;
 - (ii) An Employee shall specify the requested duration of the time away from scheduled work at the time the request is made;
 - (iii) Where reasonable notice has been provided and the College approves time away from work for up to two (2) hours during any shift, the College may require the Employee to make up the time lost at a time agreeable to the College within ten (10) working days following the meeting.
 - (iv) Where reasonable notice has been provided and the College approves time away from work for more than two (2) hours, the Union shall reimburse the College for the salary paid to the Employee for time not worked.
- (c) The College may also approve an Employee's request for Union Leave without pay to act in an official capacity with the Union for purposes not included in clauses 39.1 or 39.2. Employees must provide reasonable advance notice to the College and shall identify the purpose and/or committee in their leave request. Granting of such leave is subject to

operational requirements.

Article 40: Leave for Union Executive

Notification of Intent

40.1 Any Employee who declares an intention to offer for the full-time elected positions of NSGEU President, First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; or NUPGE President, Secretary Treasurer; or President of the Nova Scotia Federation of Labour; shall notify the College, in writing, as soon as possible after declaring the intention to seek the above-referenced office.

Leave of Absence

40.2 Any Employee elected to one of the Union Executive positions outlined in clause 40.1 shall be given a leave of absence by the College for the term(s) the Employee is to serve.

Notice Prior to Leave

40.3 If successful, the Employee shall request, in writing, leave to assume Union Executive duties for at least eight (8) weeks or, where operational requirements permit, a shorter period in advance of the date upon which the Employee wishes to commence the leave. The leave of absence granted in accordance with clause 40.2 must begin and end at a time that minimizes the impact on services.

Benefits to Continue

40.4 All benefits of the Employee shall continue in effect while the Employee is serving as an elected Union Executive member, as defined in clause 40.1, and, for such purposes, the Employee shall be deemed to be in the employ of the College and will continue to accrue continuous service and seniority for such purposes, notwithstanding the limits set out in Article 29.

Union to Reimburse College

40.5 Notwithstanding clause 40.4, the gross salary and benefits shall be determined by the Union, paid to the Union Executive member by the College, and the amount of gross salary and benefits shall be reimbursed to the College by the Union on a monthly basis.

Return to Position

40.6 An Employee serving as a Union Executive member shall be reinstated to the position held immediately prior to assuming the position of Union Executive member or to a comparable position agreed upon between the College and the Employee.

Position Held for Thirty-Six Months

40.7 Notwithstanding clauses 40.2 and 40.6 and except where the provisions of *Article 30: Job Security* apply, the former position held by the Union Executive member shall be held for the Employee for thirty-six (36) months.

Term Replacement

- 40.8 Notwithstanding clause 17.4 (a) limiting the period for a temporary replacement for up to twenty-four (24) months, the duration of the term full- or part-time Employee appointed to replace an Employee serving as Union Executive member shall be for a period of up to thirty-six (36) months.
- 40.9 A leave of absence for a second and/or consecutive term(s) shall be granted in accordance with the provisions of this Article.

BENEFITS

Article 41: Pension and Service Award

Pension

41.1 The Employees covered by this Collective Agreement shall continue to be covered by the provisions of the **Public Service Superannuation Act**, as amended from time to time.

Service Award

- 41.2 (a) An Employee hired prior to August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a service award in accordance with the provisions outlined in *Schedule 2: Public Service Award*.
- (b) An Employee hired on or after August 1, 1998 who is retired because of age or mental or physical incapacity shall be granted a College Service Award in accordance with the provisions outlined in *Schedule 3: College Service Award*.

Article 42: Health and Welfare Benefits

Compensation for Injury on Duty

- 42.1 (a) **Reporting of Injuries**
An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of the Employee's duties to the Employee's Manager in such manner or on such form as the College may from time to time prescribe.
- (b) **Record of Injury**
The College shall maintain a record of an Employee's injury on duty and shall accept liability for any recurring disability whilst in its employ that is attributable to the original injury.
- (c) **Recurring Disability**
Where disability attributable to the original injury occurs, Employees who have ceased to be Employees of the College shall, where entitlement is established under the same provisions as contained in the **Workers' Compensation Act**, receive benefits the same as contained in the said **Act**.
- (d) **Injury Pay Provisions**
When an Employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the Employee is unable to perform the Employee's duties, the College shall grant to the Employee injury on duty leave with pay at the level of compensation and in the manner prescribed by the **Workers' Compensation Act** for such a period as the Workers' Compensation Board may specify. The College agrees to top-up injury on duty pay to one hundred percent (100%) of net average earnings.
- (e) **Vacation Credits Granted**
During the first one hundred (100) days of leave for injury on duty, an Employee shall be granted vacation leave credits as though the Employee were on sick leave for the hundred days.

Group Insurance Plans

Employees under Age 65

42.2 (a) *Full-Time Employees under Age Sixty Five (65):*

Unless amended in accordance with *Letter of Understanding #3: Joint Benefits Committee*, the College shall continue to participate with full-time Employees under the age of sixty-five (65) in the provision of medical, dental and life insurance plans as exist at the coming into force of this Collective Agreement as follows:

- (i) The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (ii) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D), each to a maximum of two times their annual salary.
- (iii) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).
- (iv) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.
- (v) The College shall pay seventy percent (70%) of the cost of travel insurance.

(b) *Part-Time Employees under Age Sixty Five (65):*

Unless amended in accordance with *Letter of Understanding #3: Joint Benefits Committee*, the College shall continue to participate with part-time Employees under the age of sixty-five (65) in the provision of medical, dental and life insurance plans as exist at the coming into force of this Collective Agreement as follows:

- (i) The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (ii) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D) insurance, each to a maximum of two times their annual salary. The salary upon which the basic life insurance and AD&D are based shall be a pro-rated amount equivalent to the percentage of full-time hours worked. For greater certainty, an Employee who works fifty percent (50%) of the regular hours of a position with an annual full-time salary of forty thousand dollars (\$40,000) shall have the basic life/AD&D benefit calculated on fifty percent (50%) of that salary – i.e. twenty thousand dollars (\$20,000). In cases where the calculation of the benefit based on the pro-rated salary exceeds sixty thousand dollars (\$60,000), the maximum benefit paid shall be sixty thousand dollars (\$60,000) for each of basic life and AD&D.
- (iii) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).

- (iv) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.
- (v) The College shall pay seventy percent (70%) of the cost of travel insurance.

Employees over Age 65

42.3 Upon reaching the age of sixty-five (65) the following provisions shall apply to non-retired Employees:

- (a) Full and part-time Employees shall assume personal responsibility for drug coverage, in accordance with the provisions of the Province of Nova Scotia PharmaCare Program.
- (b) Notwithstanding clause 42.3 (a), eligible dependents shall continue to be covered by the medical plan as outlined in clause 42.2. The College shall pay seventy percent (70%) of the total premium cost for the medical plan coverage.
- (c) The College shall pay fifty percent (50%) of the total premium cost for Employee basic life and accidental death and dismemberment (AD&D) insurance, each to a maximum of two times their annual salary. Where an Employee works part-time, the salary upon which the basic life insurance and AD&D benefit shall be based is on a pro-rated amount equivalent to the percentage of full-time hours worked as outlined in clause 42.2(b)(ii).
- (d) The College shall pay fifty percent (50%) of the total premium cost for dependent life insurance coverage to a maximum of five thousand dollars (\$5,000) for each dependent child, life insurance for an Employee's spouse to a maximum of ten thousand dollars (\$10,000).
- (e) The College shall pay seventy percent (70%) of the total premium cost for the dental plan coverage.

42.4 Notwithstanding clauses 42.3(c) and 42.3(d), an Employee's basic life and accidental death and dismemberment (AD&D) insurance, and dependent life insurance for an Employee's spouse and dependent child(ren) shall terminate at age seventy (70).

Health Spending Account (HSA)

- 42.5
- (a) Effective April 1, 2011, the College will provide each Employee participating in medical and/or dental plan coverage outlined in clauses 42.2 and 42.3 with a health spending account (HSA) in the amount of three hundred dollars (\$300.00) annually.
 - (b) A year, for purposes of the HSA, comprises the period April 1 through March 31.
 - (c) Notwithstanding clause 42.4 (a), an Employee who is appointed after April 1 in any year shall be entitled to an amount pro-rated in accordance with the appointment date.
 - (d) An Employee may use the HSA to cover medical and dental expenses considered eligible under the *Income Tax Act* that are not reimbursed by the Employee's medical plan or the Employee's spouse's medical plan or any government plan.

- (e) An Employee may use the HSA to cover the eligible expenses in accordance with the *Income Tax Act* for any dependent of the Employee covered by the College's medical plan.
- (f) Additional details on eligible expenses and processes will be available to Employees on the intranet, the College internal website for Employees.
- (g) The Health Spending Account shall be funded one hundred percent (100%) by the College.
- (h) Any unused balance in an Employee's HSA in one year may be carried forward to a second year, but any balance remaining from the year first deposited will lapse if not expended by the end of the second year.
- (i) There shall be no pay-out of unused balances in taxable cash. Details on limitations on carry-over amounts will be available on the intranet.
- (j) No provision of this HSA shall contravene any provision of the *Income Tax Act*.

Article 43: Deferred Salary Leave Plan

Purpose

43.1 The purpose of the Deferred Salary Leave Plan (Plan) is to afford Employees the opportunity to take a six (6) month to one (1) year leave of absence (Leave) and, through the deferral of salary, finance the leave.

Eligibility

43.2 Participation in this Plan is limited to regular full- or part-time Employees. An Employee may apply for such Leave once every six (6) years of continuous service, unless the Manager agrees to a period of less than six (6) years.

Terms of Reference

- 43.3 (a) It is the intent of both the Union and the College that the quality and delivery of service to the students of the College be maintained.
- (b) Where, in the opinion of the College, a replacement for the Employee on Leave is required, the appointment shall be in accordance with clause 17.4 (a).

Application

43.4 The application to participate in this Plan shall be submitted to the College not later than four (4) months prior to the month in which the salary deferment is to commence.

Approval

- 43.5 (a) Approval to participate in this Plan is at the discretion of the College.
- (b) The College shall inform the Employee of its decision not later than three (3) months prior to the month in which the requested salary deferment would commence. Where the request has been denied, the College shall provide reasons in writing.
- (c) On each occasion where an application to participate in the Plan is approved or denied, the Union shall be notified.

Conditions

43.6 The payment of salary shall be as follows:

- (a) In each year of the Plan preceding the leave [up to a maximum of six (6) years], an Employee shall be paid a reduced percentage of the applicable bi-weekly salary in accordance with a contract between the Employee and the College. The remaining percentage of bi-weekly salary shall be deferred. This accumulated amount plus interest earned shall be retained for the Employee by the College to finance the Leave.
- (b) The percentage of salary deferred on a bi-weekly basis in any one (1) year shall not be less than five percent (5%) and not greater than thirty-three and one third percent (33 1/3%).
- (c) The calculation of interest under terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a one (1) year term deposit, a three (3) year term deposit and a five (5) year term deposit. The rates for each of the accounts identified shall be those quoted by the main branch in Nova Scotia of the bank with which the College deals. Interest shall be based upon the average daily balance of the account and credited to the Employee's account on the first day of the following calendar month.
- (d) During the Leave, an Employee cannot receive any remuneration from the College.

Benefits

43.7 While an Employee is enrolled in the Plan and not on Leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan. All other benefits shall be in accordance with the Collective Agreement.

- (a) Unless otherwise instructed in writing by the Employee, the health and welfare benefits of the Employee shall be maintained during the Leave; however, the full premium costs of all benefits shall be paid by the Employee during the Leave from the monies retained for the Employee by the College to finance the Leave, save those required to be paid by the College by law.
- (b) While the Employee is on Leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the equivalent period prior to taking the Leave had the Employee not been enrolled in the Plan.
- (c) During the Leave, the Employee shall not accumulate nor be entitled to the following:
 - (i) vacation; statutory holidays; pregnancy, parental, and adoption leaves; sick leave, or other leaves;
 - (ii) credit for service for severance pay for the period of the Leave.
- (d) Pension deductions shall be continued during the Leave. The Leave shall count as pensionable service and for seniority purposes.
- (e) Pension deductions shall be made according to the salary the Employee would have received had the Employee not entered the Plan or gone on Leave.

Return to Regular Assignment

- 43.8 (a) Revenue Canada Regulations require an Employee to return to the College upon completion of the Leave for a period that is not less than the duration of the Leave.
- (b) Upon completion of the Leave, the Employee shall be reinstated to the continuing full- or part-time position held immediately prior to the Leave. If the position held by the Employee immediately prior to the Leave no longer exists, the Employee shall be subject to the provisions of *Article 30: Job Security*.

Withdrawal from the Plan

- 43.9 An Employee who ceases to be employed by the College or is laid off in accordance with *Article 30: Job Security* during the period of the deferral shall withdraw from the Plan. Repayment shall be pursuant to clause 43.9 (b).
- (a) In extenuating circumstances such as, but not limited to, financial hardship or serious illness and with the approval of the College, an Employee may withdraw from the Plan not later than three (3) months prior to the date established for the Leave. Notwithstanding the three (3) month notice period, the College may - where operational requirements permit - accept a lesser notice period. Such approval shall not be unreasonably withheld. Repayment shall be pursuant to clause 43.9 (b).
- (b) If an Employee withdraws from the Plan, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the beneficiary specified in the life insurance policy of health and welfare benefits or to the Employee's estate within two (2) bi-weekly pay periods, where possible.

Amendment

- 43.10 (a) Once approved, the provisions concerning percentage of salary deferred and the Leave may be amended by agreement between the Employee and the College.
- (b) Where an Employee requests amendment to the terms of the Employee's Deferred Salary Leave Plan, the College shall respond to the Employee within sixty (60) days.

Amendment to the Plan

- 43.11 The plan shall not be amended except by mutual agreement of the College and the Union.

Article 44: Tuition Waiver

- 44.1 The College shall, in each academic year, provide a tuition waiver for each dependent child and dependent spouse of probationary and regular Employees who enrolls as a full-time student in a credentialed (College certificate, certificate, diploma, advanced diploma, or graduate certificate) program of the College. The tuition waiver shall be for one-half (½) year's free tuition up to a maximum of one-half of the tuition for certificates and diploma programs and shall be applicable to the second half of each year after the successful completion of the first half of each year. The maximum value of all tuition waivers awarded to the dependent children and dependent spouses of Employees shall not exceed five thousand dollars (\$5,000) in any academic year. Where the number of eligible applicants exceeds five thousand dollars (\$5,000) divided by the value of one-

half (1/2) year's free tuition, the value of each tuition waiver shall be reduced such that the value of all tuition waivers awarded equals five thousand dollars (\$5,000).

Tuition Waiver for Employees

44.2 The College shall, in each academic year, provide a tuition waiver for each regular Employee who enrolls as a student in a credentialed (College certificate, certificate, diploma, advanced diploma, or graduate certificate) program of the College, subject to seat availability and approval of the College. The waiver shall be for one-half (1/2) year's free tuition up to a maximum of one-half of the tuition for said programs and shall be applicable to the second half of each year after the successful completion of the first half of each year.

Article 45: Amendment

45.1 If, at any time during the term of this Collective Agreement, the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Collective Agreement, they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof.

Article 46: Entire Agreement

46.1 This Collective Agreement constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous Collective Agreements and practices, both written and oral.

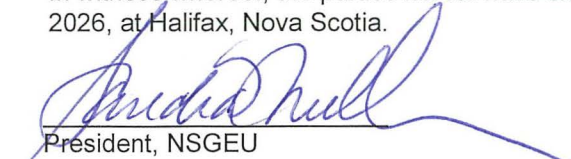
Article 47: Term of Collective Agreement

This Collective Agreement shall be for the period commencing April 1, 2024 – March 31, 2028 and shall remain in effect from year-to-year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than ninety (90) working days prior to the automatic renewal date of its intention to revise or amend this Collective Agreement.

47.2 All provisions of this Collective Agreement shall come into force and effect on the date of signing of this Collective Agreement except for:

- (a) Clause 20.2 which shall come into force and effect on April 1, 2024 – March 31, 2028.
- (b) Any provisions that specify another effective date.

In witness whereof, the parties hereto have executed this Collective Agreement on April 14, 2026, at Halifax, Nova Scotia.



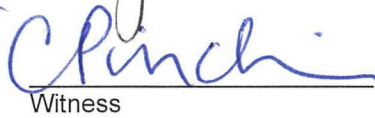
President, NSGEU



Witness



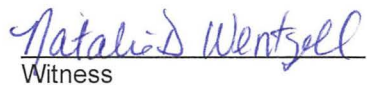
President, NSCC



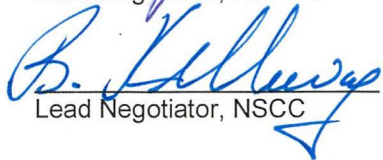
Witness



Lead Negotiator, NSGEU



Witness



Lead Negotiator, NSCC



Witness

Schedule 1: Operational Support Classification and Salary Plan

1.1 Communication Support

(a) *Effective 1 April 2024 – 3.0% + 2.5% non-compounded increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CS 1	\$ 1,613.01	\$ 1,676.17	\$1,739.38	\$ 1,802.63	\$ 1,874.95	\$ 1,956.22
	\$ 41,938.22	\$ 43,580.43	\$45,223.94	\$ 46,868.31	\$ 48,748.78	\$ 50,861.84
CS 2	\$ 1,676.17	\$ 1,739.38	\$ 1,802.63	\$ 1,874.95	\$ 1,956.23	\$ 2,037.55
	\$ 43,580.43	\$ 45,223.93	\$46,868.32	\$ 48,748.79	\$ 50,861.84	\$ 52,976.22
CS 3	\$ 1,739.38	\$ 1,802.63	\$ 1,874.95	\$ 1,956.22	\$ 2,037.55	\$ 2,118.87
	\$ 45,223.94	\$ 46,868.31	\$48,748.78	\$ 50,861.84	\$ 52,976.22	\$ 55,090.60
CS 4	\$ 1,802.63	\$ 1,874.95	\$ 1,956.22	\$ 2,037.55	\$ 2,118.87	\$ 2,209.12
	\$ 46,868.31	\$ 48,748.78	\$50,861.84	\$ 52,976.22	\$ 55,090.60	\$ 57,437.16
CS 5	\$ 1,874.95	\$ 1,956.22	\$ 2,037.55	\$ 2,118.87	\$ 2,209.12	\$ 2,299.52
	\$ 48,748.78	\$ 50,861.84	\$52,976.22	\$ 55,090.60	\$ 57,437.16	\$ 59,787.63
CS 6	\$ 1,956.22	\$ 2,037.55	\$ 2,118.87	\$ 2,209.12	\$ 2,299.52	\$ 2,398.81
	\$ 50,861.84	\$ 52,976.22	\$55,090.60	\$ 57,437.16	\$ 59,787.63	\$ 62,368.98
CS 7	\$ 2,037.55	\$ 2,118.87	\$ 2,209.12	\$ 2,299.52	\$ 2,398.81	\$ 2,498.21
	\$ 52,976.22	\$ 55,090.60	\$57,437.16	\$ 59,787.63	\$ 62,368.98	\$ 64,953.36
CS 8	\$ 2,118.87	\$ 2,209.12	\$ 2,299.52	\$ 2,398.81	\$ 2,498.21	\$ 2,597.64
	\$ 55,090.60	\$ 57,437.16	\$59,787.63	\$ 62,368.98	\$ 64,953.36	\$ 67,538.62
CS 9	\$ 2,209.12	\$ 2,299.52	\$ 2,398.81	\$ 2,498.21	\$ 2,597.64	\$ 2,697.01
	\$ 57,437.16	\$ 59,787.63	\$62,368.98	\$ 64,953.36	\$ 67,538.62	\$ 70,122.13
CS 10	\$ 2,299.52	\$ 2,398.81	\$ 2,498.21	\$ 2,597.64	\$ 2,697.01	\$ 2,805.32
	\$ 59,787.63	\$ 62,368.98	\$64,953.36	\$ 67,538.62	\$ 70,122.13	\$ 72,938.27
CS 11	\$ 2,398.81	\$ 2,498.21	\$ 2,597.64	\$ 2,697.01	\$ 2,805.32	\$ 2,913.72
	\$ 62,368.98	\$ 64,953.36	\$67,538.62	\$ 70,122.13	\$ 72,938.27	\$ 75,756.59
CS 12	\$ 2,498.21	\$ 2,597.64	\$ 2,697.01	\$ 2,805.32	\$ 2,913.72	\$ 3,031.16
	\$ 64,953.36	\$ 67,538.62	\$70,122.13	\$ 72,938.27	\$ 75,756.59	\$ 78,810.12
CS 13	\$ 2,597.64	\$ 2,697.01	\$ 2,805.32	\$ 2,913.72	\$ 3,031.16	\$ 3,157.68
	\$ 67,538.62	\$ 70,122.13	\$72,938.27	\$ 75,756.59	\$ 78,810.12	\$ 82,099.73
CS 14	\$ 2,697.01	\$ 2,805.32	\$ 2,913.72	\$ 3,031.16	\$ 3,157.68	\$ 3,284.12
	\$ 70,122.13	\$ 72,938.27	\$75,756.59	\$ 78,810.12	\$ 82,099.73	\$ 85,387.18
CS 15	\$ 2,805.32	\$ 2,913.72	\$ 3,031.16	\$ 3,157.68	\$ 3,284.12	\$ 3,419.59
	\$ 72,938.27	\$ 75,756.59	\$78,810.12	\$ 82,099.73	\$ 85,387.18	\$ 88,909.39

(b) *Effective 1 April 2025 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CS 1	\$ 1,645.27	\$ 1,709.69	\$ 1,774.17	\$ 1,838.68	\$ 1,912.45	\$ 1,995.35
	\$ 42,776.99	\$ 44,452.04	\$ 46,128.42	\$ 47,805.68	\$ 49,723.76	\$ 51,879.07
CS 2	\$ 1,709.69	\$ 1,774.17	\$ 1,838.68	\$ 1,912.45	\$ 1,995.35	\$ 2,078.30
	\$ 44,452.04	\$ 46,128.41	\$ 47,805.68	\$ 49,723.76	\$ 51,879.08	\$ 54,035.74
CS 3	\$ 1,774.17	\$ 1,838.68	\$ 1,912.45	\$ 1,995.35	\$ 2,078.30	\$ 2,161.25
	\$ 46,128.42	\$ 47,805.68	\$ 49,723.76	\$ 51,879.07	\$ 54,035.74	\$ 56,192.41
CS 4	\$ 1,838.68	\$ 1,912.45	\$ 1,995.35	\$ 2,078.30	\$ 2,161.25	\$ 2,253.30
	\$ 47,805.68	\$ 49,723.76	\$ 51,879.07	\$ 54,035.74	\$ 56,192.41	\$ 58,585.91
CS 5	\$ 1,912.45	\$ 1,995.35	\$ 2,078.30	\$ 2,161.25	\$ 2,253.30	\$ 2,345.52
	\$ 49,723.76	\$ 51,879.07	\$ 54,035.74	\$ 56,192.41	\$ 58,585.91	\$ 60,983.38
CS 6	\$ 1,995.35	\$ 2,078.30	\$ 2,161.25	\$ 2,253.30	\$ 2,345.52	\$ 2,446.78
	\$ 51,879.07	\$ 54,035.74	\$ 56,192.41	\$ 58,585.91	\$ 60,983.38	\$ 63,616.36
CS 7	\$ 2,078.30	\$ 2,161.25	\$ 2,253.30	\$ 2,345.52	\$ 2,446.78	\$ 2,548.17
	\$ 54,035.74	\$ 56,192.41	\$ 58,585.91	\$ 60,983.38	\$ 63,616.36	\$ 66,252.43
CS 8	\$ 2,161.25	\$ 2,253.30	\$ 2,345.52	\$ 2,446.78	\$ 2,548.17	\$ 2,649.59
	\$ 56,192.41	\$ 58,585.91	\$ 60,983.38	\$ 63,616.36	\$ 66,252.43	\$ 68,889.39
CS 9	\$ 2,253.30	\$ 2,345.52	\$ 2,446.78	\$ 2,548.17	\$ 2,649.59	\$ 2,750.95
	\$ 58,585.91	\$ 60,983.38	\$ 63,616.36	\$ 66,252.43	\$ 68,889.39	\$ 71,524.58
CS 10	\$ 2,345.52	\$ 2,446.78	\$ 2,548.17	\$ 2,649.59	\$ 2,750.95	\$ 2,861.42
	\$ 60,983.38	\$ 63,616.36	\$ 66,252.43	\$ 68,889.39	\$ 71,524.58	\$ 74,397.04
CS 11	\$ 2,446.78	\$ 2,548.17	\$ 2,649.59	\$ 2,750.95	\$ 2,861.42	\$ 2,971.99
	\$ 63,616.36	\$ 66,252.43	\$ 68,889.39	\$ 71,524.58	\$ 74,397.04	\$ 77,271.72
CS 12	\$ 2,548.17	\$ 2,649.59	\$ 2,750.95	\$ 2,861.42	\$ 2,971.99	\$ 3,091.78
	\$ 66,252.43	\$ 68,889.39	\$ 71,524.58	\$ 74,397.04	\$ 77,271.72	\$ 80,386.32
CS 13	\$ 2,649.59	\$ 2,750.95	\$ 2,861.42	\$ 2,971.99	\$ 3,091.78	\$ 3,220.84
	\$ 68,889.39	\$ 71,524.58	\$ 74,397.04	\$ 77,271.72	\$ 80,386.32	\$ 83,741.72
CS 14	\$ 2,750.95	\$ 2,861.42	\$ 2,971.99	\$ 3,091.78	\$ 3,220.84	\$ 3,349.81
	\$ 71,524.58	\$ 74,397.04	\$ 77,271.72	\$ 80,386.32	\$ 83,741.72	\$ 87,094.92
CS 15	\$ 2,861.42	\$ 2,971.99	\$ 3,091.78	\$ 3,220.84	\$ 3,349.81	\$ 3,487.98
	\$ 74,397.04	\$ 77,271.72	\$ 80,386.32	\$ 83,741.72	\$ 87,094.92	\$ 90,687.58

(c) *Effective 1 April 2026 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CS 1	\$ 1,678.17	\$ 1,743.89	\$ 1,809.65	\$ 1,875.45	\$ 1,950.70	\$ 2,035.26
	\$ 43,632.53	\$ 45,341.08	\$ 47,050.98	\$ 48,761.79	\$50,718.23	\$52,916.65
CS 2	\$ 1,743.89	\$ 1,809.65	\$ 1,875.45	\$ 1,950.70	\$ 2,035.26	\$ 2,119.86
	\$ 45,341.08	\$ 47,050.98	\$ 48,761.80	\$ 50,718.24	\$52,916.66	\$55,116.46
CS 3	\$ 1,809.65	\$ 1,875.45	\$ 1,950.70	\$ 2,035.26	\$ 2,119.86	\$ 2,204.47
	\$ 47,050.98	\$ 48,761.79	\$ 50,718.23	\$ 52,916.65	\$55,116.46	\$57,316.26
CS 4	\$ 1,875.45	\$ 1,950.70	\$ 2,035.26	\$ 2,119.86	\$ 2,204.47	\$ 2,298.37
	\$ 48,761.79	\$ 50,718.23	\$ 52,916.65	\$ 55,116.46	\$57,316.26	\$59,757.62
CS 5	\$ 1,950.70	\$ 2,035.26	\$ 2,119.86	\$ 2,204.47	\$ 2,298.37	\$ 2,392.43
	\$ 50,718.23	\$ 52,916.65	\$ 55,116.46	\$ 57,316.26	\$59,757.62	\$62,203.05
CS 6	\$ 2,035.26	\$ 2,119.86	\$ 2,204.47	\$ 2,298.37	\$ 2,392.43	\$ 2,495.72
	\$ 52,916.65	\$ 55,116.46	\$ 57,316.26	\$ 59,757.62	\$62,203.05	\$64,888.69
CS 7	\$ 2,119.86	\$ 2,204.47	\$ 2,298.37	\$ 2,392.43	\$ 2,495.72	\$ 2,599.13
	\$ 55,116.46	\$ 57,316.26	\$ 59,757.62	\$ 62,203.05	\$64,888.69	\$67,577.48
CS 8	\$ 2,204.47	\$ 2,298.37	\$ 2,392.43	\$ 2,495.72	\$ 2,599.13	\$ 2,702.58
	\$ 57,316.26	\$ 59,757.62	\$ 62,203.05	\$ 64,888.69	\$67,577.48	\$70,267.18
CS 9	\$ 2,298.37	\$ 2,392.43	\$ 2,495.72	\$ 2,599.13	\$ 2,702.58	\$ 2,805.96
	\$ 59,757.62	\$ 62,203.05	\$ 64,888.69	\$ 67,577.48	\$70,267.18	\$72,955.07
CS 10	\$ 2,392.43	\$ 2,495.72	\$ 2,599.13	\$ 2,702.58	\$ 2,805.96	\$ 2,918.65
	\$ 62,203.05	\$ 64,888.69	\$ 67,577.48	\$ 70,267.18	\$72,955.07	\$75,884.98
CS 11	\$ 2,495.72	\$ 2,599.13	\$ 2,702.58	\$ 2,805.96	\$ 2,918.65	\$ 3,031.43
	\$ 64,888.69	\$ 67,577.48	\$ 70,267.18	\$ 72,955.07	\$75,884.98	\$78,817.15
CS 12	\$ 2,599.13	\$ 2,702.58	\$ 2,805.96	\$ 2,918.65	\$ 3,031.43	\$ 3,153.62
	\$ 67,577.48	\$ 70,267.18	\$ 72,955.07	\$ 75,884.98	\$78,817.15	\$81,994.04
CS 13	\$ 2,702.58	\$ 2,805.96	\$ 2,918.65	\$ 3,031.43	\$ 3,153.62	\$ 3,285.25
	\$ 70,267.18	\$ 72,955.07	\$ 75,884.98	\$ 78,817.15	\$81,994.04	\$85,416.56
CS 14	\$ 2,805.96	\$ 2,918.65	\$ 3,031.43	\$ 3,153.62	\$ 3,285.25	\$ 3,416.80
	\$ 72,955.07	\$ 75,884.98	\$ 78,817.15	\$ 81,994.04	\$85,416.56	\$88,836.82
CS 15	\$ 2,918.65	\$ 3,031.43	\$ 3,153.62	\$ 3,285.25	\$ 3,416.80	\$ 3,557.74
	\$ 75,884.98	\$ 78,817.15	\$ 81,994.04	\$ 85,416.56	\$88,836.82	\$92,501.33

(d) *Effective 1 April 2027 - 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CS 1	\$ 1,711.74	\$ 1,778.77	\$ 1,845.85	\$ 1,912.96	\$ 1,989.72	\$ 2,075.96
	\$44,505.18	\$46,247.90	\$47,992.00	\$49,737.03	\$51,732.60	\$53,974.99
CS 2	\$ 1,778.77	\$ 1,845.85	\$ 1,912.96	\$ 1,989.72	\$ 2,075.96	\$ 2,162.26
	\$46,247.90	\$47,992.00	\$49,737.03	\$51,732.60	\$53,974.99	\$56,218.79
CS 3	\$ 1,845.85	\$ 1,912.96	\$ 1,989.72	\$ 2,075.96	\$ 2,162.26	\$ 2,248.56
	\$47,992.00	\$49,737.03	\$51,732.60	\$53,974.99	\$56,218.79	\$58,462.58
CS 4	\$ 1,912.96	\$ 1,989.72	\$ 2,075.96	\$ 2,162.26	\$ 2,248.56	\$ 2,344.34
	\$49,737.03	\$51,732.60	\$53,974.99	\$56,218.79	\$58,462.58	\$60,952.78
CS 5	\$ 1,989.72	\$ 2,075.96	\$ 2,162.26	\$ 2,248.56	\$ 2,344.34	\$ 2,440.27
	\$51,732.60	\$53,974.99	\$56,218.79	\$58,462.58	\$60,952.78	\$63,447.11
CS 6	\$ 2,075.96	\$ 2,162.26	\$ 2,248.56	\$ 2,344.34	\$ 2,440.27	\$ 2,545.63
	\$53,974.99	\$56,218.79	\$58,462.58	\$60,952.78	\$63,447.11	\$66,186.46
CS 7	\$ 2,162.26	\$ 2,248.56	\$ 2,344.34	\$ 2,440.27	\$ 2,545.63	\$ 2,651.12
	\$56,218.79	\$58,462.58	\$60,952.78	\$63,447.11	\$66,186.46	\$68,929.03
CS 8	\$ 2,248.56	\$ 2,344.34	\$ 2,440.27	\$ 2,545.63	\$ 2,651.12	\$ 2,756.64
	\$58,462.58	\$60,952.78	\$63,447.11	\$66,186.46	\$68,929.03	\$71,672.52
CS 9	\$ 2,344.34	\$ 2,440.27	\$ 2,545.63	\$ 2,651.12	\$ 2,756.64	\$ 2,862.08
	\$60,952.78	\$63,447.11	\$66,186.46	\$68,929.03	\$71,672.52	\$74,414.17
CS 10	\$ 2,440.27	\$ 2,545.63	\$ 2,651.12	\$ 2,756.64	\$ 2,862.08	\$ 2,977.03
	\$63,447.11	\$66,186.46	\$68,929.03	\$71,672.52	\$74,414.17	\$77,402.68
CS 11	\$ 2,545.63	\$ 2,651.12	\$ 2,756.64	\$ 2,862.08	\$ 2,977.03	\$ 3,092.06
	\$66,186.46	\$68,929.03	\$71,672.52	\$74,414.17	\$77,402.68	\$80,393.50
CS 12	\$ 2,651.12	\$ 2,756.64	\$ 2,862.08	\$ 2,977.03	\$ 3,092.06	\$ 3,216.69
	\$68,929.03	\$71,672.52	\$74,414.17	\$77,402.68	\$80,393.50	\$83,633.92
CS 13	\$ 2,756.64	\$ 2,862.08	\$ 2,977.03	\$ 3,092.06	\$ 3,216.69	\$ 3,350.96
	\$71,672.52	\$74,414.17	\$77,402.68	\$80,393.50	\$83,633.92	\$87,124.89
CS 14	\$ 2,862.08	\$ 2,977.03	\$ 3,092.06	\$ 3,216.69	\$ 3,350.96	\$ 3,485.14
	\$74,414.17	\$77,402.68	\$80,393.50	\$83,633.92	\$87,124.89	\$90,613.55
CS 15	\$ 2,977.03	\$ 3,092.06	\$ 3,216.69	\$ 3,350.96	\$ 3,485.14	\$ 3,628.90
	\$77,402.68	\$80,393.50	\$83,633.92	\$87,124.89	\$90,613.55	\$94,351.36

(e)

Communication Support Position Titles

Grade	Position Title
2	Event Coordinator and Administrative Assistant
	Student Life Assistant
3	Marketing Associate
	Content Editor
4	Student Account Analyst
	Financial Accounting Associate
	Records Administrator
6	NSCC Sport & Wellness Center Associate
	Admissions Services Specialist
	Campus and Events Coordinator
7	Geomatics Technician
	Admissions Document Coordinator
8	Research Associate
	Student Awards Coordinator
9	Technology Support Analyst
	Ancillary Services Systems Coordinator
10	Admissions Communications Specialist
	Admissions Systems Coordinator
	Coordinator, Campus Housing
	Development Coordinator – Foundations
	Regional Timetable Coordinator
11	Systems and Communications Coordinator
	Information Services Lead
12	Curriculum Administration Specialist
	Digital Technology Analyst
	Digital Products Analyst
13	Telecommunications Specialist
	Safety Officer
14	Computer Systems Specialist
	Educational Technologies Analyst
	ITSM Analyst
	Procurement Coordinator
	Timetable & System Specialist
15	Web Developer
	Curriculum Administration Lead
	Digital Technology Lead
	Functional Analyst
18	Identity Management Analyst
	Application Developer
	Core Services Administrator
	Senior Technology Lead
19	Senior Web Interface Developer
	Web Architect

1.2 Facilities Support

(a) *Effective 1 April 2024 – 3.0% + 2.5% non-compounded increase*

Grade	Step 1	Step 2	Step 3
FS 3	\$ 1,481.98 \$ 38,531.44	\$ 1,511.92 \$39,310.01	\$ 1,541.65 \$40,082.94
FS 4	\$ 1,541.65 \$ 40,082.94	\$ 1,571.43 \$40,857.18	\$ 1,601.27 \$41,633.14
FS 6	\$ 1,601.27 \$ 41,633.14	\$ 1,631.09 \$42,408.24	\$ 1,672.01 \$43,472.37
FS 7	\$ 1,631.09 \$ 42,408.23	\$ 1,672.01 \$43,472.36	\$ 1,714.19 \$44,569.05
FS 9	\$ 1,714.19 \$ 44,569.05	\$ 1,756.29 \$45,663.57	\$ 1,798.39 \$46,758.07
FS 10	\$ 1,756.29 \$ 45,663.57	\$ 1,798.39 \$46,758.07	\$ 1,840.57 \$47,854.75
FS 12	\$ 1,840.57 \$ 47,854.75	\$ 1,893.25 \$49,224.42	\$ 1,945.84 \$50,591.91
FS 13	\$ 1,893.25 \$ 49,224.41	\$ 1,945.84 \$50,591.91	\$ 1,998.52 \$51,961.56
FS 14	\$ 1,998.52 \$ 51,961.56	\$ 2,061.75 \$53,605.50	\$ 2,166.99 \$56,341.78
FS 16	\$ 2,061.75 \$ 53,605.50	\$ 2,166.99 \$56,341.78	\$ 2,240.75 \$58,259.56
FS 17	\$ 2,166.99 \$ 56,341.78	\$ 2,240.75 \$58,259.56	\$ 2,314.43 \$60,175.20
FS 18	\$ 2,314.43 \$ 64,953.36	\$ 2,407.01 \$67,538.62	\$ 2,499.45 \$70,122.13

(b) *Effective 1 April 2025 – 2.0% increase*

Grade	Step 1	Step 2	Step 3
FS 3	\$ 1,511.62	\$ 1,542.16	\$ 1,572.49
	\$39,302.07	\$40,096.21	\$40,884.60
FS 4	\$ 1,572.49	\$ 1,602.86	\$ 1,633.30
	\$40,884.60	\$41,674.32	\$42,465.80
FS 6	\$ 1,633.30	\$ 1,663.71	\$ 1,705.45
	\$42,465.80	\$43,256.40	\$44,341.81
FS 7	\$ 1,663.71	\$ 1,705.45	\$ 1,748.48
	\$43,256.40	\$44,341.81	\$45,460.43
FS 9	\$ 1,748.48	\$ 1,791.42	\$ 1,834.36
	\$45,460.43	\$46,576.84	\$47,693.24
FS 10	\$ 1,791.42	\$ 1,834.36	\$ 1,877.38
	\$46,576.84	\$47,693.24	\$48,811.84
FS 12	\$ 1,877.38	\$ 1,931.11	\$ 1,984.76
	\$48,811.84	\$50,208.91	\$51,603.74
FS 13	\$ 1,931.11	\$ 1,984.76	\$ 2,038.49
	\$50,208.90	\$51,603.74	\$53,000.79
FS 14	\$ 2,038.49	\$ 2,102.99	\$ 2,210.33
	\$53,000.79	\$54,677.61	\$57,468.62
FS 16	\$ 2,102.99	\$ 2,210.33	\$ 2,285.57
	\$54,677.61	\$57,468.62	\$59,424.75
FS 17	\$ 2,210.33	\$ 2,285.57	\$ 2,360.72
	\$57,468.62	\$59,424.75	\$61,378.70
FS 18	\$ 2,360.72	\$ 2,455.15	\$ 2,549.44
	\$61,378.70	\$63,833.86	\$66,285.36

(c) *Effective 1 April 2026 – 2.0% increase*

Grade	Step 1	Step 2	Step 3
FS 3	\$ 1,541.85 \$40,088.11	\$ 1,573.01 \$40,898.14	\$ 1,603.93 \$41,702.30
FS 4	\$ 1,603.93 \$41,702.30	\$ 1,634.92 \$42,507.81	\$ 1,665.97 \$43,315.12
FS 6	\$ 1,665.97 \$43,315.11	\$ 1,696.98 \$44,121.53	\$ 1,739.56 \$45,228.65
FS 7	\$ 1,696.98 \$44,121.53	\$ 1,739.56 \$45,228.64	\$ 1,783.45 \$46,369.64
FS 9	\$ 1,783.45 \$46,369.64	\$ 1,827.25 \$47,508.38	\$ 1,871.04 \$48,647.10
FS 10	\$ 1,827.25 \$47,508.38	\$ 1,871.04 \$48,647.10	\$ 1,914.93 \$49,788.08
FS 12	\$ 1,914.93 \$49,788.08	\$ 1,969.73 \$51,213.08	\$ 2,024.46 \$52,635.82
FS 13	\$ 1,969.73 \$51,213.08	\$ 2,024.46 \$52,635.82	\$ 2,079.26 \$54,060.80
FS 14	\$ 2,079.26 \$54,060.80	\$ 2,145.05 \$55,771.16	\$ 2,254.54 \$58,617.99
FS 16	\$ 2,145.05 \$55,771.16	\$ 2,254.54 \$58,617.99	\$ 2,331.28 \$60,613.24
FS 17	\$ 2,254.54 \$58,617.99	\$ 2,331.28 \$60,613.24	\$ 2,407.93 \$62,606.28
FS 18	\$ 2,407.93 \$62,606.28	\$ 2,504.25 \$65,110.53	\$ 2,600.43 \$67,611.07

(d) *Effective 1 April 2027 - 2.0% increase*

Grade	Step 1	Step 2	Step 3
FS 3	\$ 1,572.69	\$ 1,604.47	\$ 1,636.01
	\$40,889.87	\$41,716.10	\$42,536.34
FS 4	\$ 1,636.01	\$ 1,667.61	\$ 1,699.29
	\$42,536.34	\$43,357.96	\$44,181.42
FS 6	\$ 1,699.29	\$ 1,730.92	\$ 1,774.36
	\$44,181.42	\$45,003.96	\$46,133.22
FS 7	\$ 1,730.92	\$ 1,774.35	\$ 1,819.12
	\$45,003.96	\$46,133.22	\$47,297.03
FS 9	\$ 1,819.12	\$ 1,863.79	\$ 1,908.46
	\$47,297.03	\$48,458.55	\$49,620.04
FS 10	\$ 1,863.79	\$ 1,908.46	\$ 1,953.23
	\$48,458.55	\$49,620.04	\$50,783.84
FS 12	\$ 1,953.23	\$ 2,009.13	\$ 2,064.94
	\$50,783.84	\$52,237.35	\$53,688.54
FS 13	\$ 2,009.13	\$ 2,064.94	\$ 2,120.85
	\$52,237.34	\$53,688.54	\$55,142.02
FS 14	\$ 2,120.85	\$ 2,187.95	\$ 2,299.63
	\$55,142.02	\$56,886.59	\$59,790.35
FS 16	\$ 2,187.95	\$ 2,299.63	\$ 2,377.90
	\$56,886.59	\$59,790.35	\$61,825.51
FS 17	\$ 2,299.63	\$ 2,377.90	\$ 2,456.09
	\$59,790.35	\$61,825.51	\$63,858.40
FS 18	\$ 2,456.09	\$ 2,554.34	\$ 2,652.43
	\$63,858.40	\$66,412.74	\$68,963.29

(e) **Facilities Support Position Titles**

Grade	Position Title
4	Facilities Support Assistant
7	Facilities Support Lead
9	Building Services Assistant
10	Facilities Operator
12	Building Services Lead
	Lead Hand - Security
13	Utility Driver
17	Carpenter
	Electrician
	Industrial Mechanic Technician
	Lead Facilities Technician

1.3 Office Administrative

(a) *Effective 1 April 2024 – 3.0% + 2.5% non-compounded increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
OA 1	\$ 1,381.64	\$ 1,410.34	\$ 1,439.16	\$ 1,467.87	\$ 1,496.75
	\$ 35,922.74	\$ 36,668.76	\$37,418.26	\$ 38,164.72	\$ 38,915.51
OA 2	\$ 1,410.34	\$ 1,439.16	\$ 1,467.87	\$ 1,496.75	\$ 1,525.51
	\$ 36,668.76	\$ 37,418.26	\$38,164.72	\$ 38,915.51	\$ 39,663.27
OA 3	\$ 1,439.16	\$ 1,467.87	\$ 1,496.75	\$ 1,525.51	\$ 1,554.25
	\$ 37,418.26	\$ 38,164.72	\$38,915.51	\$ 39,663.27	\$ 40,410.60
OA 4	\$ 1,467.87	\$ 1,496.75	\$ 1,525.51	\$ 1,554.25	\$ 1,583.13
	\$ 38,164.72	\$ 38,915.51	\$39,663.27	\$ 40,410.60	\$ 41,161.39
OA 5	\$ 1,496.75	\$ 1,525.51	\$ 1,554.25	\$ 1,583.13	\$ 1,621.61
	\$ 38,915.51	\$ 39,663.27	\$40,410.60	\$ 41,161.39	\$ 42,161.72
OA 6	\$ 1,525.51	\$ 1,554.25	\$ 1,583.13	\$ 1,621.61	\$ 1,660.55
	\$ 39,663.27	\$ 40,410.60	\$41,161.39	\$ 42,161.72	\$ 43,174.22
OA 7	\$ 1,554.25	\$ 1,583.13	\$ 1,621.61	\$ 1,660.55	\$ 1,711.37
	\$ 40,410.60	\$ 41,161.39	\$42,161.72	\$ 43,174.22	\$ 44,495.72
OA 8	\$ 1,583.13	\$ 1,621.61	\$ 1,660.55	\$ 1,711.37	\$ 1,762.18
	\$ 41,161.39	\$ 42,161.72	\$43,174.22	\$ 44,495.72	\$ 45,816.75
OA 9	\$ 1,621.61	\$ 1,660.55	\$ 1,711.37	\$ 1,762.18	\$ 1,813.11
	\$ 42,161.72	\$ 43,174.22	\$44,495.72	\$ 45,816.75	\$ 47,140.86
OA 10	\$ 1,660.55	\$ 1,711.37	\$ 1,762.18	\$ 1,813.11	\$ 1,863.89
	\$ 43,174.22	\$ 44,495.72	\$45,816.75	\$ 47,140.86	\$ 48,461.04
OA 11	\$ 1,711.37	\$ 1,762.18	\$ 1,813.11	\$ 1,863.89	\$ 1,914.80
	\$ 44,495.72	\$ 45,816.75	\$47,140.86	\$ 48,461.04	\$ 49,784.70
OA 12	\$ 1,762.18	\$ 1,813.11	\$ 1,863.89	\$ 1,914.80	\$ 1,965.66
	\$ 45,816.75	\$ 47,140.86	\$48,461.04	\$ 49,784.70	\$ 51,107.05
OA 13	\$ 1,813.11	\$ 1,863.89	\$ 1,914.80	\$ 1,965.66	\$ 2,016.48
	\$ 47,140.86	\$ 48,461.04	\$49,784.70	\$ 51,107.05	\$ 52,428.54
OA 14	\$ 1,863.89	\$ 1,914.80	\$ 1,965.66	\$ 2,016.48	\$ 2,077.66
	\$ 48,461.04	\$ 49,784.70	\$51,107.05	\$ 52,428.54	\$ 54,019.09
OA 15	\$ 1,914.80	\$ 1,965.65	\$ 2,016.49	\$ 2,077.66	\$ 2,174.12
	\$ 49,784.86	\$ 51,106.92	\$52,428.60	\$ 54,019.09	\$ 56,527.10
OA 16	\$ 2,077.66	\$ 2,123.23	\$ 2,174.12	\$ 2,215.58	\$ 2,266.57
	\$ 54,019.09	\$ 55,203.88	\$56,527.10	\$ 57,605.12	\$ 58,930.82

(b) *Effective 1 April 2025 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
OA 1	\$ 1,409.28 \$36,641.19	\$ 1,438.54 \$37,402.14	\$ 1,467.95 \$38,166.63	\$ 1,497.23 \$38,928.01	\$ 1,526.69 \$39,693.82
OA 2	\$ 1,438.54 \$37,402.14	\$ 1,467.95 \$38,166.63	\$ 1,497.23 \$38,928.01	\$ 1,526.69 \$39,693.82	\$ 1,556.02 \$40,456.54
OA 3	\$ 1,467.95 \$38,166.63	\$ 1,497.23 \$38,928.01	\$ 1,526.69 \$39,693.82	\$ 1,556.02 \$40,456.54	\$ 1,585.34 \$41,218.81
OA 4	\$ 1,497.23 \$38,928.01	\$ 1,526.69 \$39,693.82	\$ 1,556.02 \$40,456.54	\$ 1,585.34 \$41,218.81	\$ 1,614.79 \$41,984.62
OA 5	\$ 1,526.69 \$39,693.82	\$ 1,556.02 \$40,456.54	\$ 1,585.34 \$41,218.81	\$ 1,614.79 \$41,984.62	\$ 1,654.04 \$43,004.96
OA 6	\$ 1,556.02 \$40,456.54	\$ 1,585.34 \$41,218.81	\$ 1,614.79 \$41,984.62	\$ 1,654.04 \$43,004.96	\$ 1,693.76 \$44,037.71
OA 7	\$ 1,585.34 \$41,218.81	\$ 1,614.79 \$41,984.62	\$ 1,654.04 \$43,004.96	\$ 1,693.76 \$44,037.71	\$ 1,745.60 \$45,385.63
OA 8	\$ 1,614.79 \$41,984.62	\$ 1,654.04 \$43,004.96	\$ 1,693.76 \$44,037.71	\$ 1,745.60 \$45,385.63	\$ 1,797.43 \$46,733.09
OA 9	\$ 1,654.04 \$43,004.96	\$ 1,693.76 \$44,037.71	\$ 1,745.60 \$45,385.63	\$ 1,797.43 \$46,733.09	\$ 1,849.37 \$48,083.68
OA 10	\$ 1,693.76 \$44,037.71	\$ 1,745.60 \$45,385.63	\$ 1,797.43 \$46,733.09	\$ 1,849.37 \$48,083.68	\$ 1,901.16 \$49,430.26
OA 11	\$ 1,745.60 \$45,385.63	\$ 1,797.43 \$46,733.09	\$ 1,849.37 \$48,083.68	\$ 1,901.16 \$49,430.26	\$ 1,953.09 \$50,780.39
OA 12	\$ 1,797.43 \$46,733.09	\$ 1,849.37 \$48,083.68	\$ 1,901.16 \$49,430.26	\$ 1,953.09 \$50,780.39	\$ 2,004.97 \$52,129.19
OA 13	\$ 1,849.37 \$48,083.68	\$ 1,901.16 \$49,430.26	\$ 1,953.09 \$50,780.39	\$ 2,004.97 \$52,129.19	\$ 2,056.81 \$53,477.11
OA 14	\$ 1,901.16 \$49,430.26	\$ 1,953.09 \$50,780.39	\$ 2,004.97 \$52,129.19	\$ 2,056.81 \$53,477.11	\$ 2,119.21 \$55,099.47
OA 15	\$ 1,953.10 \$50,780.56	\$ 2,004.96 \$52,129.06	\$ 2,056.81 \$53,477.17	\$ 2,119.21 \$55,099.47	\$ 2,217.60 \$57,657.65
OA 16	\$ 2,119.21 \$55,099.47	\$ 2,165.69 \$56,307.96	\$ 2,217.60 \$57,657.65	\$ 2,259.89 \$58,757.23	\$ 2,311.90 \$60,109.44

(c) *Effective 1 April 2026 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
OA 1	\$ 1,437.46 \$37,374.02	\$ 1,467.32 \$38,150.18	\$ 1,497.31 \$38,929.96	\$ 1,527.18 \$39,706.57	\$ 1,557.22 \$40,487.70
OA 2	\$ 1,467.32 \$38,150.18	\$ 1,497.31 \$38,929.96	\$ 1,527.18 \$39,706.57	\$ 1,557.22 \$40,487.70	\$ 1,587.14 \$41,265.67
OA 3	\$ 1,497.31 \$38,929.96	\$ 1,527.18 \$39,706.57	\$ 1,557.22 \$40,487.70	\$ 1,587.14 \$41,265.67	\$ 1,617.05 \$42,043.19
OA 4	\$ 1,527.18 \$39,706.57	\$ 1,557.22 \$40,487.70	\$ 1,587.14 \$41,265.67	\$ 1,617.05 \$42,043.19	\$ 1,647.09 \$42,824.31
OA 5	\$ 1,557.22 \$40,487.70	\$ 1,587.14 \$41,265.67	\$ 1,617.05 \$42,043.19	\$ 1,647.09 \$42,824.31	\$ 1,687.12 \$43,865.06
OA 6	\$ 1,587.14 \$41,265.67	\$ 1,617.05 \$42,043.19	\$ 1,647.09 \$42,824.31	\$ 1,687.12 \$43,865.06	\$ 1,727.63 \$44,918.46
OA 7	\$ 1,617.05 \$42,043.19	\$ 1,647.09 \$42,824.31	\$ 1,687.12 \$43,865.06	\$ 1,727.63 \$44,918.46	\$ 1,780.51 \$46,293.35
OA 8	\$ 1,647.09 \$42,824.31	\$ 1,687.12 \$43,865.06	\$ 1,727.63 \$44,918.46	\$ 1,780.51 \$46,293.35	\$ 1,833.38 \$47,667.75
OA 9	\$ 1,687.12 \$43,865.06	\$ 1,727.63 \$44,918.46	\$ 1,780.51 \$46,293.35	\$ 1,833.38 \$47,667.75	\$ 1,886.36 \$49,045.35
OA 10	\$ 1,727.63 \$44,918.46	\$ 1,780.51 \$46,293.35	\$ 1,833.38 \$47,667.75	\$ 1,886.36 \$49,045.35	\$ 1,939.19 \$50,418.87
OA 11	\$ 1,780.51 \$46,293.35	\$ 1,833.38 \$47,667.75	\$ 1,886.36 \$49,045.35	\$ 1,939.19 \$50,418.87	\$ 1,992.15 \$51,796.00
OA 12	\$ 1,833.38 \$47,667.75	\$ 1,886.36 \$49,045.35	\$ 1,939.19 \$50,418.87	\$ 1,992.15 \$51,796.00	\$ 2,045.07 \$53,171.77
OA 13	\$ 1,886.36 \$49,045.35	\$ 1,939.19 \$50,418.87	\$ 1,992.15 \$51,796.00	\$ 2,045.07 \$53,171.77	\$ 2,097.95 \$54,546.66
OA 14	\$ 1,939.19 \$50,418.87	\$ 1,992.15 \$51,796.00	\$ 2,045.07 \$53,171.77	\$ 2,097.95 \$54,546.66	\$ 2,161.60 \$56,201.46
OA 15	\$ 1,992.16 \$51,796.17	\$ 2,045.06 \$53,171.64	\$ 2,097.95 \$54,546.71	\$ 2,161.60 \$56,201.46	\$ 2,261.95 \$58,810.80
OA 16	\$ 2,161.60 \$56,201.46	\$ 2,209.00 \$57,434.11	\$ 2,261.95 \$58,810.80	\$ 2,305.09 \$59,932.37	\$ 2,358.14 \$61,311.63

(d) *Effective 1 April 2027 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
OA 1	\$ 1,466.21 \$38,121.50	\$ 1,496.66 \$38,913.19	\$ 1,527.25 \$39,708.56	\$ 1,557.72 \$40,500.70	\$ 1,588.36 \$41,297.45
OA 2	\$ 1,496.66 \$38,913.19	\$ 1,527.25 \$39,708.56	\$ 1,557.72 \$40,500.70	\$ 1,588.36 \$41,297.45	\$ 1,618.88 \$42,090.98
OA 3	\$ 1,527.25 \$39,708.56	\$ 1,557.72 \$40,500.70	\$ 1,588.36 \$41,297.45	\$ 1,618.88 \$42,090.98	\$ 1,649.39 \$42,884.05
OA 4	\$ 1,557.72 \$40,500.70	\$ 1,588.36 \$41,297.45	\$ 1,618.88 \$42,090.98	\$ 1,649.39 \$42,884.05	\$ 1,680.03 \$43,680.80
OA 5	\$ 1,588.36 \$41,297.45	\$ 1,618.88 \$42,090.98	\$ 1,649.39 \$42,884.05	\$ 1,680.03 \$43,680.80	\$ 1,720.86 \$44,742.36
OA 6	\$ 1,618.88 \$42,090.98	\$ 1,649.39 \$42,884.05	\$ 1,680.03 \$43,680.80	\$ 1,720.86 \$44,742.36	\$ 1,762.19 \$45,816.83
OA 7	\$ 1,649.39 \$42,884.05	\$ 1,680.03 \$43,680.80	\$ 1,720.86 \$44,742.36	\$ 1,762.19 \$45,816.83	\$ 1,816.12 \$47,219.21
OA 8	\$ 1,680.03 \$43,680.80	\$ 1,720.86 \$44,742.36	\$ 1,762.19 \$45,816.83	\$ 1,816.12 \$47,219.21	\$ 1,870.04 \$48,621.10
OA 9	\$ 1,720.86 \$44,742.36	\$ 1,762.19 \$45,816.83	\$ 1,816.12 \$47,219.21	\$ 1,870.04 \$48,621.10	\$ 1,924.09 \$50,026.26
OA 10	\$ 1,762.19 \$45,816.83	\$ 1,816.12 \$47,219.21	\$ 1,870.04 \$48,621.10	\$ 1,924.09 \$50,026.26	\$ 1,977.97 \$51,427.24
OA 11	\$ 1,816.12 \$47,219.21	\$ 1,870.04 \$48,621.10	\$ 1,924.09 \$50,026.26	\$ 1,977.97 \$51,427.24	\$ 2,032.00 \$52,831.92
OA 12	\$ 1,870.04 \$48,621.10	\$ 1,924.09 \$50,026.26	\$ 1,977.97 \$51,427.24	\$ 2,032.00 \$52,831.92	\$ 2,085.97 \$54,235.21
OA 13	\$ 1,924.09 \$50,026.26	\$ 1,977.97 \$51,427.24	\$ 2,032.00 \$52,831.92	\$ 2,085.97 \$54,235.21	\$ 2,139.91 \$55,637.59
OA 14	\$ 1,977.97 \$51,427.24	\$ 2,032.00 \$52,831.92	\$ 2,085.97 \$54,235.21	\$ 2,139.91 \$55,637.59	\$ 2,204.83 \$57,325.49
OA 15	\$ 2,032.00 \$52,832.10	\$ 2,085.96 \$54,235.08	\$ 2,139.91 \$55,637.65	\$ 2,204.83 \$57,325.49	\$ 2,307.19 \$59,987.02
OA 16	\$ 2,204.83 \$57,325.49	\$ 2,253.18 \$58,582.80	\$ 2,307.19 \$59,987.02	\$ 2,351.19 \$61,131.02	\$ 2,405.30 \$62,537.86

(e) **Office Administrative Position Titles**

Grade	Position Title
6	Clerical Assistant 3
7	Data Assistant Internship, Foundation
11	Administrative Assistant 2
13	Administrative Assistant 3
	Accounting Assistant
15	Accounting Analyst
	Administrative Assistant 4
	Program Financial Analyst

1.4 Technical Services

(a) *Effective 1 April 2024 – 3.0% + 2.5% non-compounded increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
TS 1	\$ 1,428.01 \$37,128.37	\$ 1,460.83 \$37,981.58	\$ 1,504.60 \$39,119.49	\$ 1,548.43 \$40,259.13	\$ 1,592.13 \$41,395.32
TS 2	\$ 1,460.83 \$37,981.58	\$ 1,504.60 \$39,119.49	\$ 1,548.43 \$40,259.13	\$ 1,592.13 \$41,395.32	\$ 1,650.40 \$42,910.35
TS 3	\$ 1,504.60 \$39,119.49	\$ 1,548.43 \$40,259.13	\$ 1,592.13 \$41,395.32	\$ 1,650.40 \$42,910.35	\$ 1,705.77 \$44,349.90
TS 4	\$ 1,548.43 \$40,259.13	\$ 1,592.13 \$41,395.32	\$ 1,650.40 \$42,910.35	\$ 1,705.77 \$44,349.90	\$ 1,763.80 \$45,858.86
TS 5	\$ 1,592.13 \$41,395.32	\$ 1,650.40 \$42,910.35	\$ 1,705.77 \$44,349.90	\$ 1,763.80 \$45,858.86	\$ 1,821.79 \$47,366.51
TS 6	\$ 1,650.40 \$42,910.35	\$ 1,705.77 \$44,349.90	\$ 1,763.80 \$45,858.86	\$ 1,821.79 \$47,366.51	\$ 1,894.55 \$49,258.26
TS 7	\$ 1,705.77 \$44,349.90	\$ 1,763.80 \$45,858.86	\$ 1,821.79 \$47,366.51	\$ 1,894.55 \$49,258.26	\$ 1,967.96 \$51,166.94
TS 8	\$ 1,763.80 \$45,858.86	\$ 1,821.79 \$47,366.51	\$ 1,894.55 \$49,258.26	\$ 1,967.96 \$51,166.94	\$ 2,053.69 \$53,395.89
TS 9	\$ 1,821.79 \$47,366.51	\$ 1,894.55 \$49,258.26	\$ 1,967.96 \$51,166.94	\$ 2,053.69 \$53,395.89	\$ 2,139.25 \$55,620.50
TS 10	\$ 1,894.55 \$49,258.26	\$ 1,967.96 \$51,166.94	\$ 2,053.69 \$53,395.89	\$ 2,139.25 \$55,620.50	\$ 2,224.93 \$57,848.16
TS 11	\$ 1,967.96 \$51,166.94	\$ 2,053.69 \$53,395.89	\$ 2,139.25 \$55,620.50	\$ 2,224.93 \$57,848.16	\$ 2,310.66 \$60,077.11
TS 12	\$ 2,053.69 \$53,395.89	\$ 2,139.25 \$55,620.50	\$ 2,224.93 \$57,848.16	\$ 2,310.66 \$60,077.11	\$ 2,408.49 \$62,620.69
TS 13	\$ 2,139.25 \$55,620.50	\$ 2,224.93 \$57,848.16	\$ 2,310.66 \$60,077.11	\$ 2,408.49 \$62,620.69	\$ 2,506.35 \$65,165.16
TS 14	\$ 2,224.93 \$57,848.16	\$ 2,310.66 \$60,077.11	\$ 2,408.49 \$62,620.69	\$ 2,506.35 \$65,165.16	\$ 2,616.53 \$68,029.89
TS 15	\$ 2,310.66 \$60,077.11	\$ 2,408.49 \$62,620.69	\$ 2,506.35 \$65,165.16	\$ 2,616.53 \$68,029.89	\$ 2,726.58 \$70,891.15
TS 16	\$ 2,408.49 \$62,620.69	\$ 2,506.35 \$65,165.16	\$ 2,616.53 \$68,029.89	\$ 2,726.58 \$70,891.15	\$ 2,836.77 \$73,755.90
TS 17	\$ 2,506.35 \$65,165.16	\$ 2,616.53 \$68,029.89	\$ 2,726.58 \$70,891.15	\$ 2,836.77 \$73,755.90	\$ 2,946.75 \$76,615.43

(b) *Effective 1 April 2025 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
TS 1	\$ 1,456.57	\$ 1,490.05	\$ 1,534.69	\$ 1,579.40	\$ 1,623.97
	\$37,870.93	\$38,741.22	\$39,901.88	\$41,064.32	\$42,223.23
TS 2	\$ 1,490.05	\$ 1,534.69	\$ 1,579.40	\$ 1,623.97	\$ 1,683.41
	\$38,741.22	\$39,901.88	\$41,064.32	\$42,223.23	\$43,768.56
TS 3	\$ 1,534.69	\$ 1,579.40	\$ 1,623.97	\$ 1,683.41	\$ 1,739.88
	\$39,901.88	\$41,064.32	\$42,223.23	\$43,768.56	\$45,236.89
TS 4	\$ 1,579.40	\$ 1,623.97	\$ 1,683.41	\$ 1,739.88	\$ 1,799.08
	\$41,064.32	\$42,223.23	\$43,768.56	\$45,236.89	\$46,776.04
TS 5	\$ 1,623.97	\$ 1,683.41	\$ 1,739.88	\$ 1,799.08	\$ 1,858.23
	\$42,223.23	\$43,768.56	\$45,236.89	\$46,776.04	\$48,313.84
TS 6	\$ 1,683.41	\$ 1,739.88	\$ 1,799.08	\$ 1,858.23	\$ 1,932.44
	\$43,768.56	\$45,236.89	\$46,776.04	\$48,313.84	\$50,243.43
TS 7	\$ 1,739.88	\$ 1,799.08	\$ 1,858.23	\$ 1,932.44	\$ 2,007.32
	\$45,236.89	\$46,776.04	\$48,313.84	\$50,243.43	\$52,190.28
TS 8	\$ 1,799.08	\$ 1,858.23	\$ 1,932.44	\$ 2,007.32	\$ 2,094.76
	\$46,776.04	\$48,313.84	\$50,243.43	\$52,190.28	\$54,463.81
TS 9	\$ 1,858.23	\$ 1,932.44	\$ 2,007.32	\$ 2,094.76	\$ 2,182.04
	\$48,313.84	\$50,243.43	\$52,190.28	\$54,463.81	\$56,732.91
TS 10	\$ 1,932.44	\$ 2,007.32	\$ 2,094.76	\$ 2,182.04	\$ 2,269.43
	\$50,243.43	\$52,190.28	\$54,463.81	\$56,732.91	\$59,005.12
TS 11	\$ 2,007.32	\$ 2,094.76	\$ 2,182.04	\$ 2,269.43	\$ 2,356.87
	\$52,190.28	\$54,463.81	\$56,732.91	\$59,005.12	\$61,278.65
TS 12	\$ 2,094.76	\$ 2,182.04	\$ 2,269.43	\$ 2,356.87	\$ 2,456.66
	\$54,463.81	\$56,732.91	\$59,005.12	\$61,278.65	\$63,873.11
TS 13	\$ 2,182.04	\$ 2,269.43	\$ 2,356.87	\$ 2,456.66	\$ 2,556.48
	\$56,732.91	\$59,005.12	\$61,278.65	\$63,873.11	\$66,468.46
TS 14	\$ 2,269.43	\$ 2,356.87	\$ 2,456.66	\$ 2,556.48	\$ 2,668.87
	\$59,005.12	\$61,278.65	\$63,873.11	\$66,468.46	\$69,390.49
TS 15	\$ 2,356.87	\$ 2,456.66	\$ 2,556.48	\$ 2,668.87	\$ 2,781.11
	\$61,278.65	\$63,873.11	\$66,468.46	\$69,390.49	\$72,308.98
TS 16	\$ 2,456.66	\$ 2,556.48	\$ 2,668.87	\$ 2,781.11	\$ 2,893.50
	\$63,873.11	\$66,468.46	\$69,390.49	\$72,308.98	\$75,231.02
TS 17	\$ 2,556.48	\$ 2,668.87	\$ 2,781.11	\$ 2,893.50	\$ 3,005.68
	\$66,468.46	\$69,390.49	\$72,308.98	\$75,231.02	\$78,147.74

(c) *Effective 1 April 2026 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
TS 1	\$ 1,485.71 \$38,628.35	\$ 1,519.85 \$39,516.04	\$ 1,565.38 \$40,699.92	\$ 1,610.99 \$41,885.60	\$ 1,656.45 \$43,067.69
TS 2	\$ 1,519.85 \$39,516.04	\$ 1,565.38 \$40,699.92	\$ 1,610.99 \$41,885.60	\$ 1,656.45 \$43,067.69	\$ 1,717.07 \$44,643.93
TS 3	\$ 1,565.38 \$40,699.92	\$ 1,610.99 \$41,885.60	\$ 1,656.45 \$43,067.69	\$ 1,717.07 \$44,643.93	\$ 1,774.68 \$46,141.63
TS 4	\$ 1,610.99 \$41,885.60	\$ 1,656.45 \$43,067.69	\$ 1,717.07 \$44,643.93	\$ 1,774.68 \$46,141.63	\$ 1,835.06 \$47,711.56
TS 5	\$ 1,656.45 \$43,067.69	\$ 1,717.07 \$44,643.93	\$ 1,774.68 \$46,141.63	\$ 1,835.06 \$47,711.56	\$ 1,895.39 \$49,280.12
TS 6	\$ 1,717.07 \$44,643.93	\$ 1,774.68 \$46,141.63	\$ 1,835.06 \$47,711.56	\$ 1,895.39 \$49,280.12	\$ 1,971.09 \$51,248.30
TS 7	\$ 1,774.68 \$46,141.63	\$ 1,835.06 \$47,711.56	\$ 1,895.39 \$49,280.12	\$ 1,971.09 \$51,248.30	\$ 2,047.47 \$53,234.08
TS 8	\$ 1,835.06 \$47,711.56	\$ 1,895.39 \$49,280.12	\$ 1,971.09 \$51,248.30	\$ 2,047.47 \$53,234.08	\$ 2,136.66 \$55,553.09
TS 9	\$ 1,895.39 \$49,280.12	\$ 1,971.09 \$51,248.30	\$ 2,047.47 \$53,234.08	\$ 2,136.66 \$55,553.09	\$ 2,225.68 \$57,867.56
TS 10	\$ 1,971.09 \$51,248.30	\$ 2,047.47 \$53,234.08	\$ 2,136.66 \$55,553.09	\$ 2,225.68 \$57,867.56	\$ 2,314.82 \$60,185.22
TS 11	\$ 2,047.47 \$53,234.08	\$ 2,136.66 \$55,553.09	\$ 2,225.68 \$57,867.56	\$ 2,314.82 \$60,185.22	\$ 2,404.01 \$62,504.22
TS 12	\$ 2,136.66 \$55,553.09	\$ 2,225.68 \$57,867.56	\$ 2,314.82 \$60,185.22	\$ 2,404.01 \$62,504.22	\$ 2,505.79 \$65,150.57
TS 13	\$ 2,225.68 \$57,867.56	\$ 2,314.82 \$60,185.22	\$ 2,404.01 \$62,504.22	\$ 2,505.79 \$65,150.57	\$ 2,607.61 \$67,797.83
TS 14	\$ 2,314.82 \$60,185.22	\$ 2,404.01 \$62,504.22	\$ 2,505.79 \$65,150.57	\$ 2,607.61 \$67,797.83	\$ 2,722.24 \$70,778.30
TS 15	\$ 2,404.01 \$62,504.22	\$ 2,505.79 \$65,150.57	\$ 2,607.61 \$67,797.83	\$ 2,722.24 \$70,778.30	\$ 2,836.74 \$73,755.16
TS 16	\$ 2,505.79 \$65,150.57	\$ 2,607.61 \$67,797.83	\$ 2,722.24 \$70,778.30	\$ 2,836.74 \$73,755.16	\$ 2,951.37 \$76,735.64
TS 17	\$ 2,607.61 \$67,797.83	\$ 2,722.24 \$70,778.30	\$ 2,836.74 \$73,755.16	\$ 2,951.37 \$76,735.64	\$ 3,065.80 \$79,710.70

(d) *Effective 1 April 2027 – 2.0% increase*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
TS 1	\$ 1,515.42 \$39,400.92	\$ 1,550.25 \$40,306.36	\$ 1,596.69 \$41,513.92	\$ 1,643.20 \$42,723.31	\$ 1,689.58 \$43,929.05
TS 2	\$ 1,550.25 \$40,306.36	\$ 1,596.69 \$41,513.92	\$ 1,643.20 \$42,723.31	\$ 1,689.58 \$43,929.05	\$ 1,751.42 \$45,536.81
TS 3	\$ 1,596.69 \$41,513.92	\$ 1,643.20 \$42,723.31	\$ 1,689.58 \$43,929.05	\$ 1,751.42 \$45,536.81	\$ 1,810.17 \$47,064.46
TS 4	\$ 1,643.20 \$42,723.31	\$ 1,689.58 \$43,929.05	\$ 1,751.42 \$45,536.81	\$ 1,810.17 \$47,064.46	\$ 1,871.76 \$48,665.79
TS 5	\$ 1,689.58 \$43,929.05	\$ 1,751.42 \$45,536.81	\$ 1,810.17 \$47,064.46	\$ 1,871.76 \$48,665.79	\$ 1,933.30 \$50,265.72
TS 6	\$ 1,751.42 \$45,536.81	\$ 1,810.17 \$47,064.46	\$ 1,871.76 \$48,665.79	\$ 1,933.30 \$50,265.72	\$ 2,010.51 \$52,273.26
TS 7	\$ 1,810.17 \$47,064.46	\$ 1,871.76 \$48,665.79	\$ 1,933.30 \$50,265.72	\$ 2,010.51 \$52,273.26	\$ 2,088.41 \$54,298.77
TS 8	\$ 1,871.76 \$48,665.79	\$ 1,933.30 \$50,265.72	\$ 2,010.51 \$52,273.26	\$ 2,088.41 \$54,298.77	\$ 2,179.39 \$56,664.15
TS 9	\$ 1,933.30 \$50,265.72	\$ 2,010.51 \$52,273.26	\$ 2,088.41 \$54,298.77	\$ 2,179.39 \$56,664.15	\$ 2,270.19 \$59,024.92
TS 10	\$ 2,010.51 \$52,273.26	\$ 2,088.41 \$54,298.77	\$ 2,179.39 \$56,664.15	\$ 2,270.19 \$59,024.92	\$ 2,361.11 \$61,388.92
TS 11	\$ 2,088.41 \$54,298.77	\$ 2,179.39 \$56,664.15	\$ 2,270.19 \$59,024.92	\$ 2,361.11 \$61,388.92	\$ 2,452.09 \$63,754.31
TS 12	\$ 2,179.39 \$56,664.15	\$ 2,270.19 \$59,024.92	\$ 2,361.11 \$61,388.92	\$ 2,452.09 \$63,754.31	\$ 2,555.91 \$66,453.58
TS 13	\$ 2,270.19 \$59,024.92	\$ 2,361.11 \$61,388.92	\$ 2,452.09 \$63,754.31	\$ 2,555.91 \$66,453.58	\$ 2,659.76 \$69,153.79
TS 14	\$ 2,361.11 \$61,388.92	\$ 2,452.09 \$63,754.31	\$ 2,555.91 \$66,453.58	\$ 2,659.76 \$69,153.79	\$ 2,776.69 \$72,193.86
TS 15	\$ 2,452.09 \$63,754.31	\$ 2,555.91 \$66,453.58	\$ 2,659.76 \$69,153.79	\$ 2,776.69 \$72,193.86	\$ 2,893.47 \$75,230.26
TS 16	\$ 2,555.91 \$66,453.58	\$ 2,659.76 \$69,153.79	\$ 2,776.69 \$72,193.86	\$ 2,893.47 \$75,230.26	\$ 3,010.40 \$78,270.35
TS 17	\$ 2,659.76 \$69,153.79	\$ 2,776.69 \$72,193.86	\$ 2,893.47 \$75,230.26	\$ 3,010.40 \$78,270.35	\$ 3,127.11 \$81,304.91

(e) *Technical Services Position Titles*

Grade	Position Title
2	Print Room Assistant
5	Early Childhood Educator
	Program Assistant 1
6	Material Control Assistant
8	Library Technician 1
	Helpdesk Technician
	Learning Commons Assistant/Test Administrator
	Production Assistant
9	Copyright Assistant
	Course Materials Lead
	General Merchandise Lead
10	Early Childhood Administrator
	Equipment Technician
	Program Assistant
	Program Assistant II
	Landscape Specialist
	Coordinator Early Childhood Development Centre
11	Buyer
	Equipment Repair Technician
	Lead Print Shop Technician
	Graphic Designer I
12	Geomatics Technical Assistant
13	Employment Specialist
	Library Technician – Acquisitions and Resources
	Library Technician – Cataloguing, Metadata & Digitization
14	Building Automation Systems Technician
	Technical Illustrator 3
	Production Technician
	Facilities Support Technician
	Sustainability Technician
15	Accounts Receivable Coordinator
	Access Services & Resource Sharing Library Technician
	Graphic Designer II
	Research Financial Coordinator

1.5 Operational Support Learning College Portfolio

Operational Support Currencies

- (a) The parties recognize that in a Learning-Centered College, all Employees support advancing learning for themselves and others and that success in their role is directly related to currency in the Employee's occupation/profession, to organizational currency as reflected in the alignment of the Employee's role with the values and strategic directions of the College and to portfolio currency as reflected in an evolving portfolio demonstrating a commitment to lifelong learning.

Monetary Recognition

- (b) In celebration of an Employee's role in advancing learning for the Employee and others at NSCC, the College will honour an Employee's contributions to advancing learning through the Learning College Portfolio recognition, including monetary recognition that is at least four percent (4%) higher than the highest salary step to which an Employee was eligible to progress under the term of the collective agreement dated April 1, 2024 to March 31, 2028. The monetary recognition shall be paid as follows:
 - (i) The monetary recognition shall be in the form of a payment equivalent to four percent (4%) higher than the highest step on the salary band.
 - (ii) Provided the Employee has reached the top step of the applicable salary band, the Employee will be eligible to receive half of the four percent (4%) (i.e. 2%) upon completion of fifty percent (50%) of the program requirements. Following completion of all program requirements, the Employee shall receive the remaining half of the four percent (4%).

Participation Voluntary

- (c) Participation in the process leading to recognition for Learning College Portfolio is voluntary.

Eligibility for Participation and Monetary Recognition

- (d) The following conditions shall apply:
 - (i) Employees must have regular status prior to being eligible to register in the College's learning program for Operational Support Employees in order to receive the Learning College Portfolio recognition;
 - (ii) Employees eligible for monetary recognition shall have met Learning College Portfolio expectations, as determined by the College and have reached the top step of the applicable salary band.
 - (iii) The minimum period required to demonstrate the requirements of the Learning College Portfolio recognition shall be two (2) years.
 - (iv) Notwithstanding (d) (iii), an Employee may elect to take longer than two (2) years to complete the requirements but the time to complete the requirements shall not exceed (6) years, and the effective date for recognition shall be delayed accordingly.
 - (v) An Employee who is a candidate for Learning College Portfolio recognition shall have had positive performance reviews during the

two-year period immediately preceding recognition.

- (e) Employees who have learning plans approved on or before March 31, 2018 may complete said plans subject to the requirements as set out by the College.

Schedule 2: Public Service Award

Public Service Award Eligibility and Amount

2.1 (a) An Employee appointed as a probationary or regular (permanent) Employee prior to August 1, 1998 under the previous Collective Agreement between the College and the Nova Scotia Government and General Employees Union who is retired because of age, or mental or physical incapacity, shall be granted a Public Service Award equal to one (1) week's pay for:

- (i) each year of service credited prior to August 1, 1998; and
- (ii) each year of continuous service commencing August 1, 1998. For the purpose of this schedule, continuous service includes all service calculated in accordance with clause 29.1 (a) (iii) commencing from the most recent date of hire.

For greater clarity, an Employee - who qualifies for a Service Award in accordance with 2.1 (a) (i) above and whose total service has not been continuous during the period commencing August 1, 1998 - shall not lose credit for service accumulated for Service Award purposes prior to August 1, 1998.

The maximum number of years for which a Public Service Award shall be granted shall be twenty-six (26) years. The Award will include a pro-rated payment for a partial year of service.

(b) The amount of Public Service Award provided under 2.1 (a) above shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{1 \text{ week} \times 52} =$$

Entitlement

2.2 (a) The entitlement of an Employee to a Public Service Award shall be based on an Employee's total service in accordance with 2.1 (a) above.

(b) In addition to the months of service upon which an Employee's Public Service Award entitlement is calculated pursuant to 2.2 (a) above, the months of prior War Service purchased by an Employee in accordance with the amendment to Section 11 of the **Public Service Superannuation Act**, shall be included as months of service for the purpose of Public Service Award entitlement calculation.

Death Prior to Retirement

2.3 Where an Employee dies and would have been entitled to receive a Public Service Award if the Employee had retired from the College immediately before the Employee's death, the Public Service Award to which the Employee would have been entitled shall be paid:

- (a) to the beneficiary named by the Employee under the Master Group Life Insurance Policy of the Maritime Life Assurance Co No. 961462; or
- (b) to the Employee's estate if there is no such beneficiary.

Trustee

- 2.4 Where the person to whom a Public Service Award is payable has not attained the age of nineteen (19) years or, in the opinion of the Governor in Council, is not capable of managing the Employee's affairs by reason of infirmity, illness or other cause, the Public Service Award shall be paid to such person as the Governor in Council directs as trustee for the benefit of the person entitled to receive the Award.

Calculation of Award

- 2.5 The salary which shall be used to calculate the amount of the Public Service Award in accordance with this schedule shall be the salary which the Employee was receiving on the date of the termination of employment.

Advance Award

- 2.6 There shall be no advance payment of a Public Service Award to any Employee.

Interest Calculation

- 2.7 Notwithstanding 2.6 above, where an Employee received an advance on a Public Service Award prior to April 1, 1994, the Public Service Award under the provisions of 2.1 to 2.5 above shall be reduced by the amount of the advance granted to an Employee with simple interest at such rates as determined from time to time by the Public Service Commission in consultation with the Minister of Finance calculated from the date of the payment of the advance to the Employee to the date of the termination of employment.

Advance Repayment

- 2.8 Notwithstanding 2.6 above, an Employee who received an advance on a Public Service Award prior to April 1, 1994 may, in any one year and on the anniversary date on which the advance was granted, repay to the Minister of Finance the total amount of the advance granted to the Employee, together with interest at the same rates as determined under 2.7 above calculated from the date of the payment of the advance to the Employee, to the date of the repayment and, thereafter, 2.7 above shall not apply to the Employee.

Debt Owed

- 2.9 Where an Employee received an advance Public Service Award prior to April 1, 1994 and:
- (a) the Employee is not entitled to a Public Service Award under the provisions of 2.1 to 2.5 above, the amount of the advance on the Public Service Award previously granted to the Employee together with interest, as calculated under 2.7 above, shall be a debt owing by the Employee to the Province;
or
 - (b) the amount of the advance on the Public Service Award granted to the Employee, together with interest as calculated under 2.7 above, exceeds the amount of the Public Service Award to which the Employee is entitled under the provisions of 2.1 to 2.5 above, the excess shall be a debt owing by the Employee to the Province; and the amount owing may be withheld from any sum of money that may be payable by the College to the Employee, or to any other person by reason of the Employee's services.

Schedule 3: College Service Award

Entitlement and Amount

- 3.1 (a) An Employee hired as a probationary or regular Employee on or after August 1, 1998, who is retired because of age or mental or physical incapacity shall be granted a CollegeService Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.
- (b) For the purpose of this schedule, continuous service includes all service calculated in accordance with clause 29.1 (a) (iii) commencing from the most recent date of hire.
- (c) An Employee who is eligible for a deferred pension and is laid off within the five (5) year period prior to being eligible to retire with a maximum pension, shall be entitled to receive a College Service Award equal to one percent (1%) of the Employee's annual salary for each year of continuous service to a maximum of twenty-five (25) years. The Award shall include pro-rated amounts for any partial years of continuous service.

Death Prior to Retirement

- 3.2 Where an Employee dies and would have been entitled to receive a College Service Award if the Employee had retired from the College immediately before the Employee's death, the College Service Award to which the Employee would have been entitled shall be paid:
- (a) to the beneficiary named by the Employee under the life insurance policy of the Health and Welfare benefits in accordance with *Article 42: Health and Welfare Benefits*; or
- (b) to the Employee's estate if there is no such beneficiary.

Trustee

- 3.3 Where the person to whom a College Service Award is payable has not attained the age of nineteen (19) years or, in the opinion of the College, is not capable of managing the Employee's affairs by reason of infirmity, illness or other cause, the College Service Award shall be paid to such person as the College directs as trustee for the benefit of the person entitled to receive the Award.

Calculation of Award

- 3.4 The salary which shall be used to calculate the amount of the College Service Award in accordance with this schedule shall be the salary which the Employee was receiving on the date of the termination of employment.

Advance Award

- 3.5 There shall be no advance payment of a College Service Award to any Employee.

Letter of Understanding #1: Positions Funded Externally

In order to strengthen the competitive position of College initiatives such as research or sale of education programs or professional services in the global marketplace, the parties agree to the following provisions governing the terms of employment of Employees hired specifically to fulfill the delivery requirements of initiatives funded through grants or contracts from organizations or agencies external to the College or cost recovery programs, and whose salaries are defrayed as part of project costs:

- 1.1 Term full-time and term part-time positions shall be for a period of not more than thirty-six (36) months.
- 1.2 Notwithstanding 1.1, where an existing contract is extended, the College may request an exception to the Union of the time limits for the term appointment, and the request shall not be unreasonably denied.
- 1.3 For this Letter of Understanding only, in the case where a regular full-time or part-time Employee ranks highest to fill a term vacancy of more than twenty-four (24) months, the Employee shall retain all rights as outlined in *Article 30: Job Security*.

Letter of Understanding #2: Position Relocation and Lay-Off Provisions for Term Employees

- 2.1 Notwithstanding clause 30.1 of this Collective Agreement, and except as provided in *Letter of Understanding #1: Positions Funded Externally*, the parties agree that the provisions of *Article 30: Job Security* shall apply to a term or probationary Employee who has five (5) or more years of continuous employment.
- 2.2 Notwithstanding 2.1 above, where a term or probationary Employee has accumulated the five (5) or more years of continuous employment through employment in more than one position, the service used in the application of *Article 30: Job Security* shall be the service accumulated since the last date that employment commenced.

Letter of Understanding #3: Joint Benefits Committee

- 3.1 The College shall establish a Joint Benefits Committee on health and welfare benefits, including representation for this bargaining unit, for the purpose of advising the College on health and welfare benefits. At least half of the membership on the Joint Benefits Committee shall comprise non-management persons, including three (3) representatives from the NSGEU. The Chair of the Committee shall be determined by the College.
- 3.2 The recommendations of the Joint Benefits Committee shall not be binding on either the College or the Union. Should either party exercise its right of veto, the existing benefit plans shall continue in effect, and the Parties further agree to enter into negotiations to find a mutually satisfactory resolution to the issue of health and welfare benefits.

Letter of Understanding #4: Recurring Employees

The parties agree that:

- 4.1 Employees in recurring full- or part-time positions whose normal working year is less than twelve (12) months shall be paid bi-weekly on the basis of hours worked each bi-weekly period.
- 4.2 Employees shall be laid off at the end of the period worked and reinstated at the commencement of the next period required for work.
- 4.3 During the period annual lay-off, Employees shall continue to participate in the benefits in accordance with *Article 42: Health and Welfare Benefits* as though they were still at work. However, during the period of annual layoff, the employee is not eligible for long term disability coverage due to the terms of the plan.
- 4.4 Where the position of an Employee with regular status in a recurring full- or part-time position whose normal working year is less than twelve (12) months is eliminated in accordance with clause 30.3, the provisions of *Article 30: Job Security* shall apply.

Letter of Understanding #5: Job Security – Limited Competitions

Where, as a result of re-structuring, the College eliminates one or more positions with the same position title, classification and position(s) category occupied by Employees with regular status at one location, and the College replaces the position eliminated with a new bargaining unit position at the same location, the criteria in clauses 15.1(a), (d)(ii), and 15.2 and the following provisions shall apply:

- (a) (i) The College shall hold a competition limited to the Employees with regular status occupying a position with the same position, title, same classification, and same position category at the same location as the position eliminated;
- (ii) Notwithstanding (a)(i), if the new bargaining unit position is more than one (1) classification level above the position being eliminated, regular Employees in the higher classification who are in the same position title, classification, position category, and at the same location shall be included in the competition.
- (b) Where the College determines that an Employee in the classification being eliminated meets the criteria for appointment to the newly created position, the successful candidate shall be appointed to the newly created position and the provisions of (f) shall apply.
- (c) Where the College determines that an Employee in the higher classification meets the criteria for appointment to the newly created position, the successful candidate shall be appointed to the newly created position, and the College will hold a competition for the vacant higher classification position limited to Employees in the classification being eliminated.

- (d) In accordance with clause (c), where the College determines that an Employee in the classification being eliminated meets the criteria for appointment to the resulting vacant position from clause (c), the successful candidate shall be appointed to the newly created position and the provisions of (f) shall apply.
- (e) Where the College determines that no Employee in the limited competition meets the criteria for appointment to a newly created position, the provisions of *Article 30: Job Security* shall apply to the Employee with least seniority.
- (f) The remaining Employees in the positions with the same position title, same classification, and same position category as a position eliminated shall continue in those positions.
- (g) Through the application of the limited competition process, it is possible that there may be a change in reporting relationship after the competition as not all Employees may be reporting to the same Manager or performing exactly the same duties.

Letter of Understanding #6: Method of Payment – “Smooth Pay” Option

The College will commit to offer NSGEU member employees (covered by this Collective Agreement) the option of having pay spread over a 12-month period (i.e. ‘smooth pay option’) in accordance with the following parameters:

- (a) Available only to Regular Status employees; and
- (b) The Regular Status Employee must work a minimum of 8 consecutive months.

Such option will be available effective the next scheduled working cycle and would continue for the full work cycle. Should employees wish to ‘opt out’ of the program, it would be at the beginning of the next cycle. For clarity, no ‘opt in’s, opt outs’ will be allowed during the cycle.

Letter of Understanding #7: Schedule 2: Public Service Award & Schedule 3: College Service Award

Under Bill 148, *The Public Service Sustainability Act*, the College is required to freeze the years of service used to calculate the amount of the Service Award, which shall be years of service up to March 31, 2015.

Employees with a ratified Collective Agreement within this fiscal year (2018-2019) will have the option of an immediate payout of the Service Award accrued up to March 31, 2015 or receive payout on death or retirement in accordance with Schedule 2 and Schedule 3. If employees choose an immediate payout, the salary used to calculate the amount of the Service Award will be the salary as of March 31, 2018.

Otherwise, the salary will be based on the salary the employee was receiving at retirement or death.

For greater clarity, current eligibility requirements set out in Schedules 2 and 3 remain in force and effect.

Letter of Understanding #8: Article 10: College Union Committee

Pursuant to the changes to Article 10 regarding the mandate of the College Union Committee, the parties agree that the College will advise the Union in advance of any issues related to expected redundancies, impending lay-off and notices of lay-off, relocations, re-organizations, technological change, or proposed contracting out of work. The College shall provide the Union with as much notice as reasonably possible of such expected redundancies, impending lay-off, notices of lay-off, relocations, re-organizations, technological changes or proposed contracting out of work after a change appears probable, with a view to minimizing the adverse effects of any decision to lay-off on Employee(s).

Letter of Understanding #9: Article 18: Classification and Reclassification

The parties agree to establish a joint committee for the purposes of changing the job evaluation system from a comparative-based model to a points-factor based model, within the life of this Collective Agreement. The purpose of the joint committee will be to work with an external consultant and/or in consultation with the Province, to establish the new points-factor system upon which jobs will be classified.

The joint committee will be made up of three (3) representatives of the College and three (3) representatives of the Union. Where necessary, the College will provide external support and expertise, and act as a liaison with the Province.

With the implementation of points-factor based model, the parties further agree to follow the Classification and Reclassification process set out in Article 18 of the collective agreement between the College and the Union.

The joint committee will meet quarterly to review progress. These meetings will commence within three (3) months of the ratification of this Collective Agreement. The joint committee will endeavour to establish the new model within the life of this Collective Agreement.

Letter of Understanding #10: Campus-Union Communication Committee

For the life of this Collective Agreement, a Campus-Union Communication Committee shall be established for each Campus, consisting of up to three (3) Campus leadership members (one of whom shall be the Principal) and up to three (3) representatives of the Union (one of whom shall be the Sub-Local President). Chairing of the meeting shall rotate between the Principal and the Sub-Local President.

The mandate of this committee is to enhance communication of common campus concerns and operational issues, and will be informational in nature. The Campus committee shall not have jurisdiction over issues handled by the College-Union Committee, nor the items excluded from the College-Union mandate in clause 10.2.

The Campus-Union Communication Committee shall meet at a mutually agreeable date and

time. Unless otherwise mutually agreed, there shall be a minimum of three (3) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) working days prior to the meeting.

Minutes of each meeting shall be prepared and shared with committee members for approval at the next meeting. Approved will be disseminated to Operational Support Employees at the Campus.

Letter of Understanding #11: Campus Housing Coordinators

NSCC Coordinators, Campus Housing (CCH) are staff members who live in campus housing and who are dedicated to facilitating the day-to-day management of the campus housing building. Given the complexities of the work environment (on-campus/live in, seven (7) days/week operation) and the flexibility necessary to meet the requirements inherent in this position, the following provisions shall apply:

For the life of this Agreement, between September and May of each academic year, the CCH will work standard business hours of thirty (30) hours/week; the remaining five (5) hours/week would be considered "flexible time" to be worked during times required throughout the week.

- Circumstances accounted for by the five (5) hours/week of flexible time include, but are not limited to:
 - o student staff meetings, including recruitment and selection tasks;
 - o meetings with housing students as required;
 - o housing programming/community development support; and,
 - o incident response to exceptional and/or emergency situations.

- Notwithstanding the above, the number and/or application of flexible hours will be subject to the Joint Committee as outlined below. Should the Committee reach an agreement with different flexible time parameters, the College and the Union agree the Letter of Understanding may be amended in accordance with Article 44: Amendment.

- Recognizing the unique nature of the work involved with the positions, the following Collective Agreement articles do not apply to employees in these positions:
 1. Article 21: Hours of Work
 2. Article 23: Standby and Callback

- For each fiscal year, each Employee in this position will be provided with a bank of one hundred and five (105) paid hours as compensation for requirements of the position that typically occur outside of campus standard business hours. This includes but is not limited to the rotation of standby and callback work across College Campus Housing sites (inclusive of College Holidays and other closures), Community Assistant (CA) training/orientation, Signature Events, and student move-in and move-out dates.

- For 2026, in recognition of the fact that the accrual of the 105 bank hours' dates have changed from September 2025-August 2026 to April 2026-March 2027, the College will honour any outstanding hours which have not yet been used from the prior accrual despite the overlapping timeline.

- For Employees hired after April 1 of each year, their bank of one hundred and five (105) hours will be pro-rated in accordance with their date of hire within the same fiscal year.

- The use of the one hundred and five (105) banked hours will coincide with vacation period allotment and tracking (April 1 – March 31) annually.

- The bank of paid hours noted above will be expected to be taken in alignment with the operational demand and requirement of campus and functional teams and occurs

in consultation with and approval by the Coordinator's Manager, Student Services, with a minimum of thirty-five (35) hours scheduled to be taken between May 1 and July 31.

- For clarity, the bank of paid hours noted above is above and beyond their annual vacation entitlement, per Article 34 of this Collective Agreement.

Campus Housing Joint Committee

With the evolution of this position and continued expansion of housing services across the College, the parties will strike a Campus Housing Joint Committee for the life of this Collective Agreement, for the purpose of reviewing and discussing the application of operational practices and procedures guiding the work of the Campus Housing Coordinators such as, but not limited to, the number and/or application of flexible hours, the utilization of time in lieu/vacation, conference workload considerations, and on call work parameters.

The Committee shall not have jurisdiction over salaries, grievances, or any matter of collective bargaining or operational requirements beyond the scope outlined above. The Committee may make recommendations to the College and the Union with respect to its discussions and conclusions.

The Committee will consist of three (3) members from the Union and three (3) members from the College, each with one (1) representative from HRM and one (1) representative from rural Nova Scotia. The Committee may, from time to time, invite participation from other individuals for the purpose of expertise on any matter being discussed by the Committee. Such external participation shall not take place without the foreknowledge and approval of the College or the Union, as appropriate.

The Committee will convene within three (3) months of the signing of this Collective Agreement and meet as often as deemed necessary by the Committee members. The Joint Committee will be assessed during the next round of collective bargaining.

Letter of Understanding #12: Early Childhood Educator (ECE) and ECE Director Wage Scale

The salary scale or wage scale for the Early Childhood Educator (ECE) Level 1 Classification, Level 2 Classification, Level 3 Classification and ECE Director (ECE Administrator) Level 1 Classification, Level 2 Classification and Level 3 Classification will be in accordance with either the Technical Services Classification of the Operational and Classification and Salary Plan in Schedule 1 of this Agreement or the Department of Education and Early Childhood Development ECE Provincial Wage Scale.

1. The salary scale or wage scale for the above referenced Employees will be the greater of the salary scale of the Technical Services Classification or the wage scale established by the EECD ECE Provincial Wage Scale set out below.
2. For clarity, Employees referenced above will receive either the wage scale established by the ECE Provincial Wage scale or the salary scale of the Technical Services Classification, but not a combination of both.
3. Wage improvements made by the Province during the life of this Agreement, to the ECE Provincial Wage scale will be applied to the wage scale set out below.
4. Classification placement will be determined in accordance with the Department of Education and Early Childhood Development Guide to Classification and Professional Development for Early Childhood Educators.

April 1, 2024

Province of Nova Scotia Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1	\$24.16	\$24.89	\$25.64	\$26.41	\$27.19
	\$1,691.20	\$1,742.30	\$1,794.80	\$1,848.70	\$1,903.30
	\$43,971.20	\$45,299.80	\$46,664.80	\$48,066.20	\$49,485.80
Level 2/School Age Approval	\$26.04	\$26.82	\$27.63	\$28.46	\$29.31
	\$1,822.80	\$1,877.40	\$1,934.10	\$1,992.20	\$2,051.70
	\$47,392.80	\$48,812.40	\$50,286.60	\$51,797.20	\$53,344.20
Level 3	\$26.97	\$27.79	\$28.62	\$29.48	\$30.37
	\$1,887.90	\$1,945.30	\$2,003.40	\$2,063.60	\$2,125.90
	\$49,085.40	\$50,577.80	\$52,088.40	\$53,653.60	\$55,273.40

*Level 1, 2, 3, school age approval, according to the Early Learning and Child Care Act and Regulations

Province of Nova Scotia ECE Director Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1**	\$29.00	\$29.86	\$30.77	\$31.68	\$32.64
	\$2,030.00	\$2,090.20	\$2,153.90	\$2,217.60	\$2,284.80
	\$52,780.00	\$54,345.20	\$56,001.40	\$57,657.60	\$59,404.80
Level 2/School Age Approval	\$31.25	\$32.18	\$33.15	\$34.14	\$35.17
	\$2,187.50	\$2,252.60	\$2,320.50	\$2,389.80	\$2,461.90
	\$56,875.00	\$58,567.60	\$60,333.00	\$62,134.80	\$64,009.40
Level 3	\$32.38	\$33.34	\$34.34	\$35.38	\$36.43
	\$2,266.60	\$2,333.80	\$2,403.80	\$2,476.60	\$2,550.10
	\$58,931.60	\$60,678.80	\$62,498.80	\$64,391.60	\$66,302.60

Annual salary is based on term, probationary or regular status full-time NSCC employees, who work 35 hours/week, 12 months/year. Actual annual salary is prorated based on months worked.

April 1, 2025

Province of Nova Scotia Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1	\$25.11	\$25.87	\$26.65	\$27.45	\$28.26
	\$1,757.70	\$1,810.90	\$1,865.50	\$1,921.50	\$1,978.20
	\$45,700.20	\$47,083.40	\$48,503.00	\$49,959.00	\$51,433.20
Level 2/School Age Approval	\$27.07	\$27.88	\$28.72	\$29.58	\$30.46
	\$1,894.90	\$1,951.60	\$2,010.40	\$2,070.60	\$2,132.20
	\$49,267.40	\$50,741.60	\$52,270.40	\$53,835.60	\$55,437.20
Level 3	\$28.04	\$28.89	\$29.75	\$30.64	\$31.56
	\$1,962.80	\$2,022.30	\$2,082.50	\$2,144.80	\$2,209.20
	\$51,032.80	\$52,579.80	\$54,145.00	\$55,764.80	\$57,439.20

*Level 1, 2, 3, school age approval, according to the Early Learning and Child Care Act and Regulations

Province of Nova Scotia ECE Director Wage Scale					
NS Classification*	Step 1	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5

	<1 year (Minimum)				4-5 years+ (Maximum)
Level 1**	\$30.13	\$31.02	\$31.97	\$32.92	\$33.92
	\$2,109.10	\$2,171.40	\$2,237.90	\$2,304.40	\$2,374.40
	\$54,836.60	\$56,456.40	\$58,185.40	\$59,914.40	\$61,734.40
Level 2/School Age Approval	\$32.47	\$33.44	\$34.45	\$35.48	\$36.55
	\$2,272.90	\$2,340.80	\$2,411.50	\$2,483.60	\$2,558.50
	\$59,095.40	\$60,860.80	\$62,699.00	\$64,573.60	\$66,521.00
Level 3	\$33.65	\$34.65	\$35.69	\$36.77	\$37.86
	\$2,355.50	\$2,425.50	\$2,498.30	\$2,573.90	\$2,650.20
	\$61,243.00	\$63,063.00	\$64,955.80	\$66,921.40	\$68,905.20

Annual salary is based on term, probationary or regular status full-time NSCC employees, who work 35 hours/week, 12 months/year. Actual annual salary is prorated based on months worked.

April 1, 2026

Province of Nova Scotia Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1	\$25.61	\$26.39	\$27.18	\$28.00	\$28.83
	\$1,792.70	\$1,847.30	\$1,902.60	\$1,960.00	\$2,018.10
	\$46,610.20	\$48,029.80	\$49,467.60	\$50,960.00	\$52,470.60
Level 2/School Age Approval	\$27.61	\$28.44	\$29.29	\$30.17	\$31.07
	\$1,932.70	\$1,990.80	\$2,050.30	\$2,111.90	\$2,174.90
	\$50,250.20	\$51,760.80	\$53,307.80	\$54,909.40	\$56,547.40
Level 3	\$28.60	\$29.47	\$30.35	\$31.25	\$32.19
	\$2,002.00	\$2,062.90	\$2,124.50	\$2,187.50	\$2,253.30
	\$52,052.00	\$53,635.40	\$55,237.00	\$56,875.00	\$58,585.80

*Level 1, 2, 3, school age approval, according to the Early Learning and Child Care Act and Regulations

Province of Nova Scotia ECE Director Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1**	\$30.73	\$31.64	\$32.61	\$33.58	\$34.60
	\$2,151.10	\$2,214.80	\$2,282.70	\$2,350.60	\$2,422.00
	\$55,928.60	\$57,584.80	\$59,350.20	\$61,115.60	\$62,972.00
Level 2/School Age Approval	\$33.12	\$34.11	\$35.14	\$36.19	\$37.28
	\$2,318.40	\$2,387.70	\$2,459.80	\$2,533.30	\$2,609.60
	\$60,278.40	\$62,080.20	\$63,954.80	\$65,865.80	\$67,849.60
Level 3	\$34.32	\$35.34	\$36.40	\$37.51	\$38.62
	\$2,402.40	\$2,473.80	\$2,548.00	\$2,625.70	\$2,703.40
	\$62,462.40	\$64,318.80	\$66,248.00	\$68,268.20	\$70,288.40

Annual salary is based on term, probationary or regular status full-time NSCC employees, who work 35 hours/week, 12 months/year. Actual annual salary is prorated based on months worked.

April 1, 2027

Province of Nova Scotia Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1	\$26.12	\$26.92	\$27.72	\$28.56	\$29.41
	\$1,828.40	\$1,884.40	\$1,940.40	\$1,999.20	\$2,058.70

	\$47,538.40	\$48,994.40	\$50,450.40	\$51,979.20	\$53,526.20
Level 2/School Age Approval	\$28.16	\$29.01	\$29.88	\$30.77	\$31.69
	\$1,971.20	\$2,030.70	\$2,091.60	\$2,153.90	\$2,218.30
	\$51,251.20	\$52,798.20	\$54,381.60	\$56,001.40	\$57,675.80
Level 3	\$29.17	\$30.06	\$30.96	\$31.88	\$32.83
	\$2,041.90	\$2,104.20	\$2,167.20	\$2,231.60	\$2,298.10
	\$53,089.40	\$54,709.20	\$56,347.20	\$58,021.60	\$59,750.60

*Level 1, 2, 3, school age approval, according to the Early Learning and Child Care Act and Regulations

Province of Nova Scotia Director Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1**	\$31.34	\$32.27	\$33.26	\$34.25	\$35.29
	\$2,193.80	\$2,258.90	\$2,328.20	\$2,397.50	\$2,470.30
	\$57,038.80	\$58,731.40	\$60,533.20	\$62,335.00	\$64,227.80
Level 2/School Age Approval	\$33.78	\$34.79	\$35.84	\$36.91	\$38.03
	\$2,364.60	\$2,435.30	\$2,508.80	\$2,583.70	\$2,662.10
	\$61,479.60	\$63,317.80	\$65,228.80	\$67,176.20	\$69,214.60
Level 3	\$35.01	\$36.05	\$37.13	\$38.26	\$39.39
	\$2,450.70	\$2,523.50	\$2,599.10	\$2,678.20	\$2,757.30
	\$63,718.20	\$65,611.00	\$67,576.60	\$69,633.20	\$71,689.80

Annual salary is based on term, probationary or regular status full-time NSCC employees, who work 35 hours/week, 12 months/year. Actual annual salary is prorated based on months worked.

** A Childcare Facility Director who began working as a Childcare Facility Director before May 1, 2012, must have at least a level 1 classification

An Employee who obtains a higher ECE classification (e.g., from Level 2 to 3), shall move to the next Level on the wage scale in accordance with article 20.7 Rate of Pay upon Reclassification.

Appendix "A" Summary of Vacation Accrual - Article 34: Vacations

The following represents a summary only. Although it is being provided in the collective agreement, it is provided for informational purposes only. Nothing within this Appendix is intended to be considered to be an Article and, as such, not be the basis for a grievance as defined in 13.3. To the extent there may be any discrepancies between this summary and the actual provisions of the collective agreement, the actual provisions of the collective agreement are paramount.

Any disputes regarding the application, operation, or any alleged violation of the Collective Agreement must be referenced to an Article(s) and not this summary.

Years of Service	Months of Service	Maximum vacation entitlement per year	Rate of accrual per month
First 6 years	72	15	1 & 1/4
After 6 years until 11 years	73 to 132	20	1 & 2/3
After 11 years until 12 years	133 to 144	21	1 & 3/4
After 12 years until 13 years	145 to 156	22	1 & 5/6
After 13 years until 14 years	157 to 168	23	1 & 11/12
After 14 years until 15 years	169 to 180	24	2
After 15 years until 24 years	181 to 288	25	2 & 1/12
After 24 years	289 and on	30	2 & 1/2

Absence without Approval.....	15	Computation of Overtime.....	33
Access to File	40	Conditions for Placement and Displacement ..	46
Acquisition of Seniority.....	43	Confidentiality.....	40
Acting Pay.....	34	Consecutive Days Worked	29
Advance Notice of Overtime Requirements.....	32	Continual Professional Development.....	36
Alternative Work Schedules	30	Contract Negotiations.....	77
Amount of Severance Pay	52	Contracting Out.....	54
Anniversary Date	27	Conversion of Hours.....	31
Appeal Procedures	21	Copies of Agreement.....	5
Appeals Process.....	22	Courses, Conferences, and Workshops	37
Application of Overtime to Full-Time Employees		Court Leave.....	72
.....	32	Deductions.....	7
Application of Overtime to Part-Time Employees		Deemed Salary	64
.....	33	Deferred Salary Leave Plan	83
Appointment and Termination of		Definition of Grievance	9
Employment	13	Designated Competitions to Encourage Diverse	
Appointment Letter.....	13	Applicants.....	12
Appointments.....	13	Discipline.....	55
Appointments Not Covered	17	Distribution of Union Literature	5
Arbitration Expenses.....	12	Domestic Violence Leave	76
Arbitration Proceedings.....	11	Early Childhood Educator (ECE) and ECE	
Arbitration Process.....	11	Director Wage Scale.....	117
Article 10: College - Union Committee.....	6	Employee Support for Mental Health and	
Article 11: Union Deductions	7	Addictions.....	65
Article 12: Stewards	8	Employee Wellbeing Days.....	75
Article 13: Complaint Grievance, and Arbitration		End of Pregnancy Leave	70
Procedure.....	8	Entitlements Linked to Service	43
Article 8: Provision of Bulletin Board Space.....	5	Evidence from File.....	40
Article 9: Information	5	Exceptions to Rate of Pay upon Appointment.	27
Bargaining Unit Information.....	6	Exchange and Secondment Provisions	38
Bargaining Unit Positions	16	Exchange of Scheduled Hours/Shifts	29
Benefits Not Paid During Certain Periods.....	63	Expressions of Interest.....	15
Benefits/Layoff	63	Extension to Time Limits	9
Bereavement Leave.....	71	Failure to Report.....	35
Bi-Weekly Hours	29	Flexible Working Hours	30
Borrowing of Unearned Vacation Credits	59	Full-Time Hours.....	29
Bulletin Boards.....	5	General Illness Leave Benefit.....	62
Callback Compensation	35	Grievance Deemed Abandoned or Processed to	
Campus Closures	73	Next Step.....	9
Campus Housing Coordinators	116	Grievance Stage	9
Campus Joint Occupational Safety and Health		Group Insurance Plans.....	81
Committee.....	57	Health and Safety.....	56
Citizenship Leave.....	76	Health Spending Account (HSA)	82
Classification and Reclassification	20, 115	Holiday Coinciding with Paid Leave.....	61
Classification of New Positions	20	Holiday Falling on a Non-Working Day	61
College Approval.....	65	Hours of Work	29
College Service Award.....	111	Illness during Vacation	60
College to Advise New Employees.....	6	Implementation of Negotiated Increases	28
College-Initiated Grievance.....	10	Individual or Group Grievance.....	9
Compensation for Injury on Duty.....	80	Ineligibility for Service Award.....	52
Compensation for Work on a Holiday.....	61	Investigations and Discipline	5
Complaint Stage	8	Job Fact Sheets	6
Composition.....	6	Job Security	44
Compressed Work Week	31	Job Security – Limited Competitions.....	113

Job Sharing.....	23	Overtime on First Day of Rest	33
Joint Benefits Committee	112	Overtime on Second Day of Rest	33
Joint Responsibility	56	Overtime, Acting Pay, and Shift Premiums	31
Jury Compensation	72	Paid Holidays	60
Lay-off or Termination of Employment.....	51	Parental Leave	66
Lay-off Rights.....	44	Part-Time Employees	60
Leave for Crime-Related Child Death	76	Pay Day	26
Leave for Crime-Related Child		Pension	80
Disappearance.....	76	Performance Review	41
Leave for Critically Ill Adult.....	76	Placement of Documents on File.....	41
Leave for Family Illness or Emergency.....	73	Policy Grievance	10
Leave for Medical and Dental Appointments ...	72	Position Categories	16
Leave for Parent of Critically Ill Child.....	76	Position Category and Status of Employee.....	18
Leave for Staffing Actions	72	Position Reductions and Lay-off.....	45
Leave for State of Emergency.....	76	Position Relocation and Lay-OffProvisions for	
Leave for Storms or Hazardous Conditions	73	Term Employees	112
Leave for Union Executive	79	Positions Funded Externally	112
Leave of Absence for Political Office	74	Preference in Filling Vacancies	14
Legal Assistance.....	56	Pregnancy Leave	65
Letter of Appointment.....	5	Previous Service Recognized.....	43
Liability.....	8	Probationary Status.....	17
Liability Insurance	56	Proof of Entitlement.....	68
Long-Term Disability	64	Proof of Illness	64
Loss of Seniority	43	Property of College.....	41
Management Rights.....	3	Protective Clothing	35
Mandate.....	6	Public Service Award	109
Mandatory Activities.....	37	Rate of Pay for Job Sharing and Reduced	
Meal Breaks.....	30	Assignment.....	27
Meetings	7	Rate of Pay upon Appointment.....	27
Method of Payment.....	26	Rate of Pay upon Reclassification	21, 28
Method of Payment – “Smooth Pay”Option...	114	Rates of Pay.....	26
Mileage Allowance	36	Recall from Vacation	59
Military Leave.....	75	Records Deemed Removed	41
Minutes	7	Recurring Disabilities.....	63
No Discrimination.....	4	Recurring Employees	113
No Guarantee of Hours	29	Reduced Assignment	23
No Lay-off to Compensate for Overtime	33	Reduced Assignment and Job Sharing.....	23
Notice of Lay-Off	51	Regular Hours of Work	29
Notice of Performance Improvement		Regular Status	18
Requirements.....	42	Reimbursement for Travel Expenses.....	36
Notice of Resignation.....	15	Reimbursement of Expenses upon Recall.....	60
Notification of Deduction	7	Reinstatement.....	52
Notification of Work Schedules/Shifts.....	29	Reinstatement of Vacation upon Recall.....	60
Number of Stewards and Notification	8	Relatively Equal Merit.....	14
Official Employment File	40	Release from Duty.....	7
Operational Support Classification and Salary		Religious Exclusions	7
Plan.....	87	Religious/Creed Accommodation	62
Operational Support Learning College Portfolio		Relocation Expenses.....	47
.....	107	Remittance of Union Dues.....	7
Other Temporary Absences for Professional		Request for Reclassification	20
Enrichment.....	38	Rest Periods.....	30
Overtime Compensation	32	Return to Regular Times of Work	31
Overtime Eligibility	32	Rights of Employee on Pregnancy and/or	
Overtime Lists	34	Parental Leave	68
Overtime Meal Allowance	32	Rotation of Work Schedules/Shifts	30
Overtime on a Holiday.....	61	Safety Equipment, Protective Clothing and	

Uniforms.....	35
Salary Increments.....	28
Seniority.....	43
Seniority Lists.....	44
Service.....	42
Service Award.....	80
Service Learning Days.....	75
Servicing of Grievances.....	8
Severance Pay.....	52
Shift Premium.....	34
Short-Term Illness Leave Benefit.....	62
Sick Leave.....	62
Sick Leave Application.....	64
Sick Leave Records.....	65
Special Leave.....	71
STAFFING.....	12
Standby and Callback.....	34
Standby Compensation.....	34
Status Exceptions.....	19
Status of Employee.....	17
Summary of Vacation Accrual.....	121
Supplementary Employment Benefit for Parents.....	68
Suspension or Termination.....	10
Suspension without Pay or Termination.....	55
Temporary Replacement.....	16
Term of Collective Agreement.....	86
Termination of Employment.....	14

Time Off in Lieu of Holiday.....	61
Time Off in Lieu of Overtime.....	33
Transportation Allowance.....	35
Trial Period.....	19
Tuition Waiver.....	85
Unbroken Vacation.....	59
Uniforms.....	35
Union Leave.....	77
Vacancies to be Posted.....	13
Vacation Carry Over and Accumulation.....	59
Vacation Credits upon Death.....	59
Vacation Entitlement.....	57
Vacation Records.....	59
Vacation Scheduling.....	58
Vacations.....	57
Variance in Hours.....	30
Voluntary Activities.....	36
Volunteer Firefighters and Ground Search and Rescue.....	76
Wash-Up Time.....	30
Weekends Off.....	29
Withheld Increments.....	28
Work Day Not Split.....	30
Work Schedule/Shift Changeover.....	29
Workers' Compensation.....	64
WORKING CONDITIONS.....	26
Workplace Diversity.....	12