COLLECTIVE AGREEMENT

between

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

and

BOARD OF GOVERNORS
CAPE BRETON UNIVERSITY

EFFECTIVE
NOVEMBER 1, 2010 TO OCTOBER 31, 2012
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Purposes of this Agreement</td>
<td>4</td>
</tr>
<tr>
<td>Article 2</td>
<td>Definitions</td>
<td>4</td>
</tr>
<tr>
<td>Article 3</td>
<td>Recognition</td>
<td>6</td>
</tr>
<tr>
<td>Article 4</td>
<td>Future Legislation</td>
<td>7</td>
</tr>
<tr>
<td>Article 5</td>
<td>No Discrimination</td>
<td>7</td>
</tr>
<tr>
<td>Article 6</td>
<td>Management</td>
<td>7</td>
</tr>
<tr>
<td>Article 7</td>
<td>Strikes and Lockouts</td>
<td>8</td>
</tr>
<tr>
<td>Article 8</td>
<td>Meeting and Bulletin Board Space</td>
<td>8</td>
</tr>
<tr>
<td>Article 9</td>
<td>Information</td>
<td>8</td>
</tr>
<tr>
<td>Article 10</td>
<td>Stewards</td>
<td>8</td>
</tr>
<tr>
<td>Article 11</td>
<td>Checkoff</td>
<td>9</td>
</tr>
<tr>
<td>Article 12</td>
<td>Time Off for Union Business</td>
<td>9</td>
</tr>
<tr>
<td>Article 13</td>
<td>Appointments</td>
<td>11</td>
</tr>
<tr>
<td>Article 14</td>
<td>Vacation</td>
<td>13</td>
</tr>
<tr>
<td>Article 15</td>
<td>Special Leaves</td>
<td>14</td>
</tr>
<tr>
<td>Article 16</td>
<td>Holidays</td>
<td>19</td>
</tr>
<tr>
<td>Article 17</td>
<td>Professional Development</td>
<td>20</td>
</tr>
<tr>
<td>Article 18</td>
<td>Group Benefits</td>
<td>24</td>
</tr>
<tr>
<td>Article 19</td>
<td>Employee Documentation</td>
<td>25</td>
</tr>
<tr>
<td>Article 20</td>
<td>Discipline and Discharge</td>
<td>25</td>
</tr>
<tr>
<td>Article 21</td>
<td>Resignation</td>
<td>26</td>
</tr>
<tr>
<td>Article 22</td>
<td>Grievance Procedure</td>
<td>26</td>
</tr>
<tr>
<td>Article 23</td>
<td>Arbitration</td>
<td>27</td>
</tr>
<tr>
<td>Article 24</td>
<td>Joint Committee</td>
<td>29</td>
</tr>
<tr>
<td>Article 25</td>
<td>Travel Expenses and Regulations</td>
<td>29</td>
</tr>
<tr>
<td>Article 26</td>
<td>Pension</td>
<td>30</td>
</tr>
<tr>
<td>Article 27</td>
<td>Injury on Duty</td>
<td>31</td>
</tr>
<tr>
<td>Article 28</td>
<td>Service Awards</td>
<td>31</td>
</tr>
<tr>
<td>Article 29</td>
<td>Tuition Fee Benefits</td>
<td>32</td>
</tr>
<tr>
<td>Article 30</td>
<td>Access to Facilities &amp; Programmes</td>
<td>33</td>
</tr>
<tr>
<td>Article 31</td>
<td>Safety and Health</td>
<td>34</td>
</tr>
<tr>
<td>Article 32</td>
<td>Protective Safety Articles</td>
<td>35</td>
</tr>
</tbody>
</table>
**Article 1 - Purposes of this Agreement**

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

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

1.02 The Parties agree that other purposes of this Agreement are to establish specific contractual provisions, to promote and maintain harmonious and fair relationships between the Parties, and to provide means acceptable to both parties for settling disputes that may arise between them from time to time.

1.03 The Cape Breton University is dedicated to pursuing innovative goals made possible by the unique combination of educational and other resources available in the University. This Agreement is intended to provide the flexibility of operation necessary to achieve these goals. The emerging patterns of programs within the University require assignment of teaching duties across the normal lines with another academic bargaining unit.

1.04 Existing practices or procedures of personnel not covered by this Agreement performing work similar to that done by employees in the Bargaining Unit shall not be changed by this Agreement, provided that this does not cause the layoff of any employee in the Bargaining Unit.

**Article 2 - Definitions**

2.01 (a) “Union” means the Nova Scotia Government & General Employees Union.

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

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

(c) “Day”, unless otherwise stated, means a work day.

(d) “Employee” means a person included in the bargaining unit.

(e) “Employer” means the Board of Governors of the Cape Breton University or its delegated representatives.

(f) “Lay Off” means a suspension of active employment as a result of a reduction of
work required to be done by the Employer.

(g) “Leave of Absence Without Pay” means to be absent from duty with permission, but without pay.

(h) “Lockout” means the closing of a place of employment, a suspension of work, or a refusal by the Employer to continue to employ a number of his employees, done to compel his employees, or to aid another Employer to compel his employees to agree to terms or conditions of employment.

(i) “Resignation” means voluntary termination of employment initiated by an employee.

(j) “Rest Period” means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

(k) “Same Sex and Common Law Spouse” – Spouse means husband or wife; or in the case of a same sex or common law spouse means a person who, for at least a one year continuous period, lives with an employee in an intimate relationship.

(l) “Service” means the total of years of employment with the Employer (in positions in the bargaining unit and outside of the bargaining unit) where there is no break in such employment of two (2) years or greater and shall be used with respect to those benefits of this Agreement which are based upon service. No period of employment which is less than eight (8) continuous months shall be counted as service and a period of employment of eight (8) continuous months or more within any twelve (12) calendar month period shall be counted as one year’s service.

E.g. Employee is employed in a non-bargaining unit position from 1988 - 1994, both dates inclusive, has a break in service, is re-employed for a five (5) month term in 1998, has a further break in service, then is re-employed for a period of eight (8) months within the period September 1999 - September 2000, has a further break in service and is then re-employed in a bargaining unit position continuously from January 1, 2001 to December 31, 2002. That employee’s service total as of December 31, 2002, is calculated as follows:

i) 1988 -1994 – does not count because of greater than two (2) year break in service before next employment;

ii) 1998 - five (5) month term - does not count because it is less than eight (8) months in duration;

iii) September 1999 - September 2000 - eight (8) month employment counts as one (1) year’s service;

iv) January 1, 2001 - 31 December 2002 - counts as two (2) years' service.

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

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

(m) “Strike” means a cessation of work, or refusal to work, by employees in combination or in concert or in accordance with a common understanding.

(n) “Termination” means the separation of an employee from his employment with the Employer.

(o) “Instructor” shall include all levels of Instructor and Laboratory Technologist.

(p) “Seniority” means total accumulated continuous employment within the bargaining unit from date of hire. The date of hire shall be the commencement date of the most recent period of continuous employment in a position in the bargaining unit subject to the attached Schedule “IV” listing seniority of employees in the bargaining unit. Continuity of employment will be broken by any period of loss of employment, other than layoff, of thirty (30) calendar days or more.

(q) “Local” means Local 18 of the Nova Scotia Government & General Employees’ Union.

(r) “Continuing full-time employment” means the employment of an employee for an indefinite ongoing duration (sometimes referred to as “permanent” employment) subject to layoff, retirement, resignation, or other termination of employment for reasons specified in this Agreement. Such employment does not include an appointment for a specified term (see Article 13.08).

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

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

Article 3 - Recognition

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

3.02 It is agreed that where this Agreement specifies official written communication between the Employer and the Union, such communication will be effected by the Union when it sends such communication to the Director, Human Resources of the Employer or his/her delegate and by the Employer when it sends such communication to the Employee Relations Officer or his/her delegate, together with a copy to the President of Local 18, Nova Scotia Government & General Employees Union.

3.03 The provisions of this Agreement are binding on the Employer, the Union and the employees.

3.04 No member of the bargaining unit shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the terms of this Agreement.
Article 4 - Future Legislation

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

Article 5 - No Discrimination

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

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

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

Article 6 - Management

6.01 It is the exclusive function of the Employer to manage, which, subject to the terms of this Agreement, and without limiting the generality of the foregoing, includes the right to determine employment, appointment, complement, organization, work methods and procedures, kinds and location of equipment, size, location and arrangement of work space, discipline and termination of employment, assignment, classification, job evaluation system, merit system, training and development, appraisal, and the principles and standards governing promotion, demotion, transfer, layoff, and reappointment.

6.02 All the functions, rights, powers, and authority which the Employer has not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.
6.03 Subject to relevant legislative requirements for employees and the Union, it is the exclusive function of the Employer to enforce safety and other regulations.

**Article 7 - Strikes and Lockouts**

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

7.02 The Employer shall not cause a lockout during the term of this Agreement.

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

8.01 The Employer will provide bulletin board space for the posting of notices pertaining to elections, appointments, meeting dates, news items, social and recreational affairs.

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

8.03 The Employer shall, on reasonable notice, allow Union meetings to be held on the premises.

8.04 The Employer agrees to provide a filing cabinet and space for such filing cabinet accessible to and for the sole use of Local 18 Teachers.

**Article 9 - Information**

9.01 The Employer agrees to supply each employee of the bargaining unit with a copy of this Agreement, within thirty (30) days, following the signing of this Agreement. The Employer shall provide each new employee with a copy of the Collective Agreement upon hiring.

9.02 A person shall be advised in writing as to whether his/her appointment is probationary, continuing full-time or term.

9.03 On request, the Employer will provide an employee with a statement of the total Group Life Insurance currently in force for such employee.

9.04 The Employer agrees to provide the Union such information relating to employees in the bargaining unit that may reasonably be required by the Union for collective bargaining purposes.

**Article 10 - Stewards**

10.01 The Employer acknowledges the right of the Union to appoint up to four (4) employees as stewards, the names of whom the Union will provide to the Employer in writing on a current basis.
10.02 The Union shall determine the jurisdiction of each steward having regard to the plan or organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.

10.03 It is understood that the stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be presented and serviced as soon as possible and that, if it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving, and obtaining the Employer’s permission. Permission will not be unreasonably withheld. The steward shall report back to his Employer before resuming the normal duties of his position.

**Article 11 - Checkoff**

11.01 The Employer shall, as a condition of employment, deduct from the bi-weekly pay of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

11.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee mentioned in Article 11.01.

11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will start with the first bi-weekly pay period of employment.

11.04 The amounts deducted in accordance with Article 11.01 in each month shall be remitted to the Secretary-Treasurer of the Union within ten (10) days of the date of the last deduction made in that month, and shall be accompanied by particulars identifying each employee and the deductions made on his behalf and a copy sent to the President of the Local.

11.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.

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

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

12.01 Leave Without Pay

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

(a) to a reasonable number of employees who are members of the Board of Directors of the Union for attendance at Board meetings;
(b) to a reasonable number of employees who are delegates to attend conventions of the Union’s affiliated bodies including, NUPGE, CLC, and the Nova Scotia Federation of Labour;

(c) to a reasonable number of employees who are members of standing Committees of the Union to attend meetings of such standing Committees;

(d) to a reasonable number of employees who are members of the Executive of the Nova Scotia Federation of Labour to attend Executive Meetings of the Nova Scotia Federation of Labour.

(e) to members of the bargaining unit Negotiating Committee of the Union for attendance at a reasonable number of Committee meetings;

(f) to a reasonable number of employees to attend educational programs sponsored by the Union.

Permission for such leave shall not be unreasonably withheld.

12.02 Unpaid Leave Cost Recovery

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

12.03 Annual Convention/Collective Bargaining Workshop

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

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

12.04 Contract Negotiations

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

12.05 Arbitration and Joint Consultation
Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave \textit{without loss of} pay to employees who are:

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

12.06 **Grievance Meetings**

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

12.07 **No Loss of Service and Seniority**

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

12.08 **Information and Alternative Arrangements**

(a) For better certainty, the Union will confirm to the Employer its authorization of the leaves in writing, including the names of employees to be granted leaves under Article 12.01, 12.03, 12.04, and 12.05(b), and the beginning and end dates of such leaves.

(b) The employees, prior to being granted leave under this Article, will make alternative arrangements to have their job responsibilities attended to during their absence in a manner suitable to the Employer.

---

**Article 13 - Appointments**

13.01 **Probationary**

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

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

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

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

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

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

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

13.08 Term Appointments

A specified term appointment may be made only:

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

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

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

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

The above provisions will not apply in situations where the term employee is a replacement for an employee who is on LTD. The Employer will advise the Union when a term employee is hired to replace an employee on LTD.

13.10 The Employer may terminate a term appointment at any time. If the termination is for reasons other than just cause or unsatisfactory performance, the employee shall receive one (1) week’s pay for each month or part thereof of the unexpired term of the appointment.
13.11 An individual holding a term appointment of at least eight (8) months duration, while not eligible to participate in the University Pension Plan, shall be eligible, if he so requests in writing on the form available for such purpose, to have deducted from his pay an amount equal to the University normal employee pension contributions which, when matched by the Employer, shall be deposited at least twice during the term of the appointment into a registered retirement savings plan arranged by the University. Such employee and matching Employer contributions shall commence and be effective only after receipt by the Employer of such written request.

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

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

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

13.13 Term employees shall not be covered by the lay-off and recall provisions set out in Article 38.

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

**Article 14 - Vacation**

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

i) each year during his first one hundred twenty (120) months of service at the rate of one and one quarter (1¼) days for each months of service; and

ii) each year after one hundred twenty (120) months of service at the rate of one and two thirds (1 ⅔) days for each month of service; and

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

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

14.03 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional settlement of less or more than one half (½) day, the entitlement shall be increased or decreased to the nearest half day.

14.04 An employee shall be granted vacation leave at such time during the year as the Employer determines.
14.05 (a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Employer in writing of his vacation preference as soon as possible for the following vacation year but before May 1 of each year.

(b) Preference in vacation schedule shall be given to those employees with greater length of service as defined in Article 2.01(l) within the bargaining unit provided the provisions of Article 14.05(a) are adhered to.

14.06 An employee, upon separation from the Employer, shall compensate the Employer for vacation taken but to which he was not entitled. Also, the Employer must compensate the employee for any unused vacation to day of separation.

14.07 Where operational requirements permit, an employee may use one week of his normal vacation entitlement during the period January 1st to April 30th.

**Article 15 - Special Leaves**

15.01 The Employer, in any one year, may grant an employee special leave with pay or without pay for such a period as it deems circumstances warrant.

15.02 Bereavement Leave

(a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay for a period of up to four (4) consecutive working days. Immediate family is defined as father, mother, stepfather, stepmother (or close relative who acted in the capacity of a parent), legal guardian, brother, sister, father-in-law, mother-in-law, spouse, child or ward of the employee, and a relative permanently residing in the employee’s current household or with whom the employee permanently resides.

(b) Every employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of the death of the employee’s grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

(c) In addition to the above, an employee may be granted up to one (1) day for travel and shall be paid for the travel day which is not a regularly scheduled day of rest.

(d) In cases where extraordinary circumstances prevail, the Employer may grant special leave for bereavement in addition to the above as he determines necessary.

(e) The above entitlement is subject to the proviso that proper notification is made by the employee to the Employer.

15.03 Court Leave

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

(b) by subpoena or summons to attend as a witness in any proceeding held:

i) in or under the authority of a court; or

ii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it; or

iii) before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it.

15.04 Pregnancy and Parental Leave

15.04.1 General

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

15.04.2 Pregnancy Leave

(a) A pregnant employee, who has been employed with the Employer for at least one (1) year, is entitled to an unpaid leave of absence of up to seventeen (17) weeks.

(b) The employee must provide as much notice as possible of the expected date of the leave and the expected return to work date. Except in exceptional circumstances where these dates may require amendment, notice of no less than one (1) month before the due date will be provided.

(c) The employee is required to provide a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.

(d) Pregnancy leave shall commence no later than the date of birth.

(e) Pregnancy leave shall end on such date as the employee determines, but not sooner than one (1) week after the date of delivery, and not later than seventeen (17) weeks after the pregnancy leave began.

(f) An employee shall have the right to continue her regular duties during pregnancy provided that she is able to adequately perform them.

(g) In the event of an illness of an employee arising out of, or associated with her pregnancy prior to the commencement of, or the ending of, maternity leave, sick leave with pay may be granted in accordance with the provisions of Article 42.

(h) An employee on pregnancy leave shall give written notice to the Employer of her intention to return to work at least four (4) weeks prior to her expected date of return. Where an employee reports for work upon the expiration of the
pregnancy leave period, she shall be permitted to resume work in the same or comparable position to that which she held prior to commencement of the leave.

15.04.3 Parental Leave/Adoption Leave

(a) An employee who has been employed with the University for at least one (1) year, and who becomes a parent of one or more children, is entitled to an unpaid leave of absence of up to fifty-two (52) weeks. An employee who has completed her pregnancy leave will only be entitled to an additional thirty-five (35) weeks of unpaid parental leave. Parental/adoption leave benefits are available for a parent in accordance with the applicable legislation.

(b) Where an employee takes pregnancy leave, parental leave begins immediately upon completion of the pregnancy leave and without the employee returning to work and ends not later than thirty-five (35) weeks after the parental leave began.

(c) Where an employee did not take pregnancy leave, parental leave begins on such date as determined by the employee, coinciding with or after the birth of the child or children or the arrival of the child or children in the employee’s home, and ends not later than thirty-five (35) weeks after the parental leave begins or fifty-two (52) weeks after the child or children first arrive in the employee’s home, whichever is earlier.

(d) In cases of birth, an employee intending to take parental leave shall inform her/his managing supervisor and the Director, Human Resources as soon as possible, but no less than thirty (30) working days in advance of the commencement of such leave, or as much notice as possible. In cases of adoption, the employee shall provide as much notice as possible.

(e) An employee on parental leave shall give written notice to the Employer of her/his intention to return to work at least four (4) weeks prior to her/his expected date of return. Where an employee reports for work upon the expiration of the parental leave period, s/he shall be permitted to resume work in the same or comparable position to that which s/he held prior to the commencement of the leave.

15.04.4 Supplemental Benefit

(a) An employee who commences pregnancy and/or parental or adoption leave pursuant to this agreement and who provides the Employer with proof that s/he has applied for and is eligible to receive employment insurance (EI) benefits, is entitled to supplemental benefits (salary top-up) as follows:

(i) For Pregnancy Leave:

(a) 95% of the employee’s full pay for the first two (2) weeks (EI waiting period) of Pregnancy Leave.

(b) For the remaining fifteen (15) weeks, an amount which combined with
EI benefit and any other earnings from employment, will equal 95% of the employee’s regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Pregnancy Leave.

(c) All amounts paid under this article will be subject to normal income tax, CPP deductions and any continuing benefits deductions.

(ii) For Parental/Adoption Leave:

(a) For a maximum eight (8) weeks of parental leave, an amount which combined with EI benefit and any other earnings from employment, will equal 95% of the employee’s regular, authorized, pro-rated weekly gross salary from service with the University at the commencement of the Parental Leave (or Pregnancy Leave if applicable). A two (2) week waiting period may apply depending on the employee’s circumstances.

(b) All amounts paid under this Policy will be subject to normal income tax, CPP deductions and any continuing benefits deductions.

(c) In case of adoption, the University shall grant the employee a leave of absence without pay to a maximum leave provided by legislation and the employee requesting such leave must submit documentation from the adoption agency.

(d) An employee on pregnancy and/or parental/adoption leave shall continue to accrue service and seniority during the period of the leave, however, credit for vacation accrual shall only apply for the period of the supplemental benefit. Employees shall be entitled to continue participation in benefit and pension plans, upon confirming their continuity according to existing University policy. The employee must arrange to pay for this coverage in advance of the unpaid leave to be taken. The Employer’s cost share of all benefits will continue throughout the payment period of the Supplemental Benefit (Top-up).

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

15.05 Leave for Birth or Adoption of a Child

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

15.06 Leave for Family Illness

In the case of illness of a member of an employee’s immediate family, meaning his/her husband, wife, son, daughter, father, mother and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying his/her supervisor, leave with pay of up to three (3) days for the purpose of making such arrangements as are necessary to permit the employee’s return to work. Such leave shall be charged against the employee’s sick leave accumulation as provided in Article 42. The Employer may require proof of the need for such leave as it considers necessary.

15.07 Leave for Emergency

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

15.08 Leave for Adoption of Child

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

15.09 Personal Leave

Upon request, the Employer may grant an employee leave of absence without pay for personal reasons (other than to assume another employment role with the Employer), if departmental schedules permit. The granting of such leaves shall not be unreasonably withheld. The period of such leaves will not be included for the purposes of the increment provided for in Article 36.08, which increment shall be deferred for a period equal to the duration time of such leave. In addition, the employee shall not accumulate any seniority nor service towards any service-based benefits. The employee may continue benefits coverage during such leave provided he/she pays both Employer and employee portions of the required premiums.

15.10 Leave for Storms

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

15.11 Leave for Public Office
The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days, and a minimum period of sixty (60) days;

(b) for employees elected to a public office for a maximum period of five (5) years;

(c) at the conclusion of such leaves, the employee shall be allowed to return to his/her former position, or if such position no longer exists, to an equivalent position.

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

Where an employee in the bargaining unit assumes a non-bargaining unit position with the Employer after the signing of this Agreement, that employee must return to the bargaining unit within one (1) year of assuming the non-bargaining unit position or forfeit all union status including seniority. During such absence from the bargaining unit, the employee may not perform bargaining unit work or accumulate bargaining unit seniority. The period of such absence from the bargaining unit may be extended for up to one (1) additional year if approved by the Joint Committee, which approval will not be unreasonably withheld. Such an employee will not be eligible for another leave under this provision until two (2) years or more have elapsed since his/her return to the bargaining unit.

15.13 Compassionate Care Leave

Employees who have been employed for at least three (3) months are entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support for a family member as defined by Regulations made pursuant to the Nova Scotia Labour Standards Code (2003 Section 60 E) where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within the next twenty-six (26) weeks. The leave may be broken up into separate periods of no less than one-week blocks.

Article 16 - Holidays

16.01 The holidays for employees shall be:

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

16.02 When a day designated as a holiday coincides with the employee’s day of rest, the Employer shall grant the holiday with pay on either:
(a) the working day immediately following his day of rest; or
(b) the day following the employee’s annual vacation, or another day mutually acceptable between the Employer and employee.

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

16.04 Where a day that is designated a holiday, as defined above, falls within a period when the employee is on sick leave as defined in Article 42, he shall be deemed to have received full credit for the holiday.

16.05 Compensation for Work on a Holiday

Where an employee is required to work on a paid holiday, as defined in Article 16.01, he will receive compensation equal to two and one-half (2½) times his regular rate, as follows:
(a) compensation at time and a half (one and one-half times regular rate), including holiday pay, for the hours worked on the holiday; and
(b) time off with pay in lieu of the holiday on an hour-to-hour basis at a mutually acceptable time prior to the end of the calendar month immediately following the month in which the holiday fell.

Article 17 - Professional Development

17.01 Purpose and Funding Commitment
(a) The Employer recognizes that it is in the interests of employees, students and the Employer that employees be given opportunity by the Employer to pursue professional development activities through academic or technical studies, pure or applied research, or participation in industry or in the community where such activities will enhance the qualifications and/or abilities of the employees to fulfill their employment/professional responsibilities.
(b) The Employer commits to provide sufficient funding annually to allow for meaningful professional development opportunities for the employees.
17.02 **Professional Development Resources Allowance (“the Allowance”)**

The Employer will reimburse an eligible employee up to $800 per fiscal year of the University for expenses he incurs for eligible professional development expenses (“eligible expenses”), upon provision to the University of suitable receipts subject to the following terms and conditions:

(a) The funds for such allowances will be administered by the School Deans.

(b) For purposes of this clause, eligible expenses include:

   i) memberships in relevant professional or technical organizations;
   ii) subscriptions to journals or like publications (including, where appropriate, in electronic form) relevant to the employee’s discipline;
   iii) purchase or lease of books, software and manuals relevant to the employee’s discipline;
   iv) other similar relevant resources.

Employees may submit a claim for reimbursement of eligible expenses once in any fiscal year (April 1 to March 31). Original receipts for eligible expenses must be submitted in support of the claim.

17.03 **Professional Development Leave**

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

(a) Such leaves will be for not less than one (1) full academic term [in exceptional cases, consideration may be given to a period shorter than one (1) full academic term] and not more than twelve (12) months in duration (in exceptional cases, consideration may be given to a period greater than one (1) year either on initial application or an extension of an existing leave);

(b) Only employees who have completed their probationary period may apply for PDL. Term employees whose appointment is for eight (8) months or more are eligible only for the allowance referred to in clause 17.02. Employees who have received a PDL of twelve (12) months or more in duration will not be eligible for a further PDL of that length until five (5) years after completion of the first PDL;

(c) Applications for PDL will be submitted in writing by the employee to her School Dean by not less than nine (9) months (in exceptional or unforeseen circumstances, provided budgetary and operational circumstances permit, consideration may be given to an application made on lesser notice), prior to the proposed commencement date of the leave and shall contain a detailed statement of the nature, purpose, and perceived benefits to the University and the employee of such PDL;

(d) Factors to be taken into account by the University in assessing merits of applications include:

   i) relevance to the curriculum and programme directions of the University;
ii) the likelihood that such PDL will enhance the employee’s qualifications and/or abilities to better perform his employment responsibilities.

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

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

(e) Where, following assessment of the factors referred to in the above paragraphs, there are candidates for such leave who would otherwise have applications of sufficient merit to be granted a PDL (“eligible employees”) except that there is insufficient funding or operational reasons why some of such leaves cannot be granted, the following additional factors will be taken into account to determine which of such candidates’ leaves may be granted.

i) other professional development activities that the employees have participated in;
ii) the length of the employees’ most recent continuous service at the University;
iii) the availability of external funding to support all or part of the employees’ proposed PDL;

(f) If more than one (1) employee from a Department, subdepartment, or programme area is an eligible employee whose PDL would otherwise have been granted, but the Employer is unable, with the cooperation of the employees in that Department, subdepartment, or programme area, or otherwise, to arrange suitable and reasonable economical replacements for the periods of the proposed leaves to maintain satisfactory program delivery in that Department, subdepartment, or programme area, the second and subsequent eligible employees may have their PDL requests deferred.

(g) During a PDL, an employee shall be entitled to receive salary support as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>% of Regular Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than eight (8) years</td>
<td>75%</td>
</tr>
<tr>
<td>eight (8) years or more but less than ten (10) years</td>
<td>85%</td>
</tr>
<tr>
<td>ten (10) years and over</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Such support, together with any external funding obtained, for example, from a granting agency or industry, to support all or part of the PDL, shall not, unless there are exceptional circumstances, exceed the employee’s normal regular salary during the period of such leave (the employee is obligated to report to the University all such external funding).
Employees on PDL will continue to accrue seniority and pay union dues and, subject to approval of the benefit carriers, have benefits and pension coverage upon making the usual premium contributions.

(h) Upon completion of the PDL, the employee is required:

i) to return and work for the Employer for a period at least equal to twice the duration of the PDL;

ii) to provide a written report on the PDL including making a presentation thereon within the University as the employee’s School Dean may determine.

(i) All applicants for PDL will be notified in writing by the appropriate official of the University as to the disposition of their applications for PDL as soon as is reasonably practicable bearing in mind the need to treat fairly the entire group of applicants for PDL. Where a PDL is denied or deferred, such notification shall contain reasons for the denial.

(j) The University may propose a particular PDL for an employee; however, the employee shall not be obligated to take such PDL except where a PDL is necessary to obtain qualifications the obtaining of which were part of an employee’s initial terms of appointment. Where the University determines that a particular PDL is necessary to meet programme or other like needs, the employee concerned will not unreasonably withhold his agreement to take such PDL. In the case where the University proposes a PDL, the University shall determine the required qualifications and, in consultation with the employee, the most appropriate time and most cost effective means to obtain same. During such PDL, the employee’s regular salary, benefits and pension shall be maintained as if he were in active employment at the University and not on leave. In addition, the University shall pay the full cost of the educational programme and the employee’s reasonable travel and living expenses associated therewith upon provision of suitable receipts.

(k) In the event that, solely for budgetary or other operational limitations, employee PDL applications are denied or deferred, such employees shall be given preferential consideration in the next succeeding year if they apply in that year.

(l) The University shall advise the Union in writing of the names of the successful applicants for PDL and the duration of their leaves.

(m) The University may grant additional financial assistance to employees to participate in educational programmes at other institutions during a PDL;

(n) The University may consider applications for PDL of duration in excess of twelve (12) months. If such PDL is granted, group benefits and pension coverage may be continued for the employee if approved by the carriers of such benefits and pension plans upon the employee making the usual premium contributions. For clarity purposes, the employee who is on PDL will accumulate seniority rights for only the first twelve (12) months the employee is receiving PDL.
17.04 Conferences, Seminars and Workshops (referred to collectively for ease of reference as “conferences”)

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

(a) The School Dean may grant any necessary leave together with financial assistance to eligible employees in his School to attend conferences relevant to the employee’s discipline, if budgetary, operational, and other relevant factors reasonably permit.

(b) In assessing applications for attendance at such conferences priority shall be given to employees who are:

i) presenting a paper or report at the conference;
ii) participating on a panel at the conference;
iii) attending for the purpose of strategic advantage to the University.

(c) The Dean shall advise employees of the disposition of their applications as soon as is reasonably practicable.

(d) The successful applicants shall provide a report concerning their activities and suitable receipts for expenses for which reimbursement is sought.

17.05 External Educational Assistance

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

Article 18 - Group Benefits

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

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

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

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

18.03 Where a continuing full-time employee in the bargaining unit has been on long term disability for at least two (2) continuous years and the Employer determines it necessary to fill his/her position on a continuing full-time basis, the following shall apply:
(a) the position shall be posted and/or filled by a continuing full-time employee in accordance with the relevant provisions of the Collective Agreement; and

(b) if, within a further period of up to two (2) years, the employee returns from LTD, he shall resume in his/her former position and the employee who was appointed to perform the duties of the employee on LTD shall resume his status immediately prior to obtaining such appointment.

**Article 19 - Employee Documentation**

19.01 When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood, a copy of which shall be given to the employee.

19.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

19.03 Notice of a disciplinary action which may have been placed on the personnel file of an employee shall not be used in relation to any subsequent disciplinary action against that employee if four (4) years have elapsed since the disciplinary action referred to in such notice took place and no further disciplinary action has been recorded during that period.

19.04 Upon written request of an employee, and reasonable notice, the personal file for that employee may be made available at least once per year for his examination in the presence of the responsible administrator.

19.05 Documents submitted by third parties, which are deemed confidential by management and the author shall not be made available to the employee. Other documents submitted by third parties shall be available to the employee.

**Article 20 - Discipline and Discharge**

20.01 (a) No employee shall be disciplined or discharged except for just and sufficient cause.

(b) Where a supervisor intends to interview an employee as part of an investigation that may result in disciplinary action, every reasonable effort shall be made to notify the employee in advance of the interview so that the employee, if he so desires, may contact and have present during the interview his steward. If the employee concerned is a steward, he shall have the right to have another representative of the Union present, if he so desires. Provided the Employer has acted in good faith, failure to have such steward present will not invalidate any disciplinary action taken against the employee.

20.02 Where an employee is disciplined by suspension without pay, or by discharge, the
Employer shall, within two (2) weeks following the suspension or discharge, notify the employee and Local President in writing of the reasons for the suspension or discharge.

20.03 Under extenuating circumstances, an employee may be suspended immediately by his immediate supervisor.

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

**Article 21 - Resignation**

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

**Article 22 - Grievance Procedure**

22.01 (a) For the purpose of this Agreement, a grievance is defined as a claim by an employee concerning the interpretation, application or alleged violation of any clause in this Agreement.

(b) Before invoking the formal procedure described in Article 22.03, the employee should first discuss the matter with her immediate management supervisor. At such discussion, the employee may have a steward present if so desired. The supervisor shall, within three (3) days of the discussion, provide his answer to the employee.

(c) When any potential grievance has not been settled by the foregoing informal procedure, if the employee wishes to pursue the matter, the procedures specified in Article 22.03 shall apply.

22.02 (a) Where the grievance relates to the interpretation or application of this Collective Agreement, or an arbitral award, an employee is not entitled to present the grievance unless he has the approval in writing of the Union, or is represented by the Union.

(b) In each of the following steps of the grievance procedure, the designated respondents of the Employer shall arrange a meeting or meetings, with the employee and the responsible Union steward at the earliest mutually agreeable time, but not later than the time limit provided for in the applicable step of the grievance procedure.
22.03  **Step One**

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

**Step Two**

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

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

22.04 In any case where the employee presents his grievance in person or, in any case in which a meeting is held on a grievance at any level, the employee shall be accompanied if he wishes, by a steward or other representative of the Union.

22.05 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

22.06 At the request of either party to this Agreement, it may be mutually agreed to extend, in writing, the time limits specified herein.

22.07 Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer’s Director, Human Resources or the Local’s President, as the case may be, within thirty (30) days of the date on which the matter giving rise to the grievance occurred. Where no satisfactory resolution of the dispute is reached, either party may, within a further thirty (30) days after such discussion, submit the dispute to arbitration in accordance with Article 23 of this Agreement.

**Article 23 - Arbitration**

23.01 Either of the parties may, after exhausting the grievance procedure in Article 22, notify the other party within thirty (30) days of the date the final reply in the grievance procedure was or should have been received, of its desire to refer the grievance to arbitration by giving written notice of such desire within this time limit.

23.02 Where the parties are agreed that a matter should be referred to a single arbitrator and:

(a) they are able to agree upon the arbitrator, then such arbitrator shall be properly notified;

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

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

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

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

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

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

23.04 Board Procedures

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

23.05 Decision of the Board

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

23.06 Disagreement on Decision

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

23.07 Expenses of Arbitration Board

(a) Each party shall pay one half (½) of the expenses of a single arbitrator as provided by the Trade Union Act.

(b) Where the matter has been dealt with by the arbitration board, each party shall pay the expenses of its own appointee and one half (½) the expenses of the chairman, as provided in the Trade Union Act.

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

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

**Article 24 - Joint Committee**

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

24.02 Unless otherwise agreed, the JC shall meet once a month. If the Human Resources Representative and the Local President agree, the JC may also have emergency meetings to deal with urgent matters.

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

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

**Article 25 - Travel Expenses and Regulations**

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

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

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

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

25.05 An employee who is required to use his private vehicle for transportation shall be reimbursed at the rate of 40¢ per kilometre.

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

25.06 Reasonable accommodation expenses shall be paid on production of receipts.

25.07 The Employer shall reimburse employees for meal expenses incurred whilst travelling on the Employer’s business at the following rates:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$8.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$12.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

Or a daily rate of $40.00.

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

25.08 The Employer shall determine the circumstances under which authorization of vehicle rental at distant locations may be granted.

25.09 Charges for necessary ground transportation from an airport will be reimbursed at the prevailing limousine rate at that location.

25.10 Other charges for necessary ground transportation relating to the Employer’s business involving taxis, business buses, train will be recompensed where approved by the Employer.

---

**Article 26 - Pension**

26.01 The Employer agrees to continue the existing Cape Breton University Retirement Plan during the life of this Agreement subject to the terms and conditions as set out in the said Plan. The contributions to the plan will continue on the same basis as in the past with contribution rates of 7% Employer/5% employee.

**Effective July 1, 2011, the University’s contribution will change from 7% to 7.5% of the Member’s gross annual base salary. Employees will contribute 5% of gross annual base salary.**

26.02 There will be one Local 18 representative on the CBU pension committee.

26.03 Retirement from the University is available in accordance with the Pension Plan. An Employee is encouraged to provide as much notice as possible, but, in any case, not less than 60 days, of his/her intent to retire.
27.01 Where an employee is unable to work as a result of a Workers’ compensable injury, the Employer shall pay the employee his/her regular pay during the waiting period under the Workers’ Compensation Act and shall also top-up the employee’s pay to the maximum level permitted under the Act.

27.02 During the time an employee is off work receiving Workers’ Compensation benefits:
   a) the employee shall maintain the employee contributions and the Employer shall maintain its contributions to group benefit plans;
   b) the affected employee shall maintain the employee contributions and the Employer shall maintain its contributions to the pension plan in which the employee is a participant, the contributions to be based upon the maximum compensation level permitted under the Act.

27.03 Where, in connection with a Workers’ Compensation claim, the Employer requires an employee to provide medical certificates or reports, or to be examined by a medical professional it determines, the Employer shall be responsible for paying the costs of such certificates, reports or examinations unless any of such costs are paid by Workers’ Compensation.

27.04 If any of the foregoing conflicts with applicable provisions of the Act, the Act shall prevail.

28.01 (1) Subject to Article 38.11, an employee of the Cape Breton University who is retired because of age or mental or physical incapacity, shall be granted a Service Award the equivalent of:
   (a) one (1) month's pay if he has been employed for ten (10) years but less than fifteen (15) years;
   (b) two (2) months' pay if he has been employed for fifteen (15) years but less than twenty (20) years;
   (c) four (4) months' pay if he has been employed for twenty (20) years or more.

   (2) The amount of Service Award provided under Article 28.01 shall be calculated by the formula:

   \[
   \text{bi-weekly rate} \times \frac{26}{12} = \text{one month}
   \]

28.02 The entitlement of an employee to a service award shall be based on an employee's total service as defined in Article 2.01.

28.03 Where an employee dies and he would have been entitled to receive a Service Award if
he had retired from the service of the Employer immediately before his death, the Service Award to which he would have been entitled shall be paid:

i) to his beneficiary; or

ii) to his estate if there is no such beneficiary.

28.04 The salary which shall be used to calculate the amount of the Service Award in accordance with this article shall be the salary which the employee was receiving on the date of the termination of his employment.

Article 29 - Tuition Fee Benefits

29.01 The Employer agrees to waive one hundred percent (100%) of tuition fees for eligible employees (and their dependent children) employed prior to the date of signing of this agreement, and based on the eligibility noted below.

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

29.02 Eligibility for Employees, Children, Spouse

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

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

b) The tuition fees waived shall be for full-time or part-time credit courses in any undergraduate degree, diploma or certificate program or their equivalent.

c) Tuition Fee Benefits do not apply to term employees.

d) “Tuition fee” shall mean only the basic tuition fee applicable to specific credit courses.

e) Admission Criteria

Admission to credit courses shall be subject to:

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

29.03 Dependent Children

In addition to the eligibility defined in 29.02, the following shall apply:

a) “Dependent Children” shall mean any dependent child of the eligible employee concerned to the end of the academic year of the child’s twenty-sixth (26th) birthday, or beyond that date if the child is dependent on the eligible employee by reason of mental or physical disability. The child must be a child for whom the eligible employee is entitled to claim tax credit under the *Income Tax Act* in the year in which the tuition waiver is requested or a child not over the age of twenty-six (26) to whom the eligible employee declares that they provide regular financial support. Where the child of an eligible employee is living with and financially dependent on an eligible employee, consideration will be given to extending the tuition waiver up to age twenty-seven (27).

b) To qualify for the continuation of the waiver, the child must be eligible to continue in his/her program.

c) Tuition Waiver Benefit and Scholarship Plan does not apply to the following:

i) Students enrolled in graduate courses;

ii) Students involved in an International Exchange Program.

29.04 Spousal Waiver

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

29.05 Death or Retirement of an Eligible Employee

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

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

Article 30 - Access to Facilities & Programmes

30.01 Employees may park their personal use vehicles, at no cost, as at present, in the area around the MacDonald Residence.
Article 31 - Safety and Health

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

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

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

31.04 (a) The Employer agrees to continue a University-wide Joint Health and Safety Committee (the “Committee”) comprised of representatives of the unions, representatives of other relevant constituent groups, and the Employer.

(b) An employee who is a member of the Committee is entitled to time off from work with pay, as is necessary, to attend meetings of the Committee, to take any training prescribed by the Act or its Regulations, and carry out the employee’s functions as a member of the Committee. On a case by case basis, the Employer will consider granting time off with pay to an employee Committee member for the purpose of taking training recommended by the Committee.

31.05 The Employer will consult with the Union with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and employment related chronic illness.

31.06 In the interests of occupational safety and health of employees, the Employer will continue to provide in-service programs of instruction as recommended and approved by the Committee.

31.07 The Employer shall provide, and the employees shall make use of, protective equipment, whenever such equipment is required by the Act or its Regulations for the safe and healthy performance of their employment responsibilities.

31.08 A pregnant employee may request a job reassignment prior to commencing her pregnancy leave by forwarding a written request to the Employer together with written certification from a duly qualified medical practitioner that she is pregnant and that her continued use of machinery or equipment in the workplace may pose a threat to her
health or that of her unborn child. The Employer reserves the right to require the employee to be assessed on the latter point, at its expense, by a physician of its choice. Upon receipt of such request and provision of such proof, the Employer will endeavour to assign the pregnant employee to an alternative position, or to alternative duties, or make some other arrangement mutually satisfactory to the employee and the Employer. If no such arrangement can be made, the employee shall commence her pregnancy leave early.

31.09 Violence in the Workplace and Harassment

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

**Article 32 - Protective Safety Articles**

32.01 Where conditions of employment are such that an employee’s clothing may be unreasonably soiled, or where the employee’s clothing may be damaged, the Employer shall provide clothing in the form of smocks, coveralls, and shall pay for their laundering.

32.02 The Employer shall determine which employees are required to wear safety shoes and/or eye protection. Such employees shall be entitled to be reimbursed for the cost of initial purchase of or replacing safety shoes and/or safety glasses of suitable quality up to a total value for all such articles of $135.00 per year upon providing receipts satisfactory to the Employer.

32.03 All employees are required to wear safety equipment and protective clothing provided by the Employer and as directed by the Employer. Failure to do so will be just cause for discipline.

**Article 33 - Technological Change**

33.01 The Employer agrees to provide as much advance notice as it practicable but not less than three (3) months notice to the Union of technological change in equipment or methods which would result in changes in the employment status or working conditions of employees, as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

33.02 In the event of technological change or other change causing job elimination, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change. If a reduction in the working force is to be made, employees will be laid off and recalled in accordance with the provisions of Article 38.
Article 34 - Job Posting and Filling Vacancies

34.01 The Employer shall make promotion from within its existing employees on the basis of job performance and ability if qualified employees are available.

34.02 To be considered qualified, an applicant must meet the minimum requirements set forth in the job description for the position.

34.03 All position vacancies shall be posted for period of at least five (5) full working days. All vacancies for positions in the bargaining unit shall be posted on the CBU web page and on the following bulletin boards:

   a) Outside of Human Resources.
   b) Notice Board outside Mailroom.

34.04 When the Employer does not post a position which has become vacant within a reasonable time from the occurrence of the vacancy, the Union has the right to request the reason therefore.

34.05 Within thirty (30) calendar days of the closing date of a posting, a general announcement shall be posted on the results or, where this is not practicable, applicants will be advised of the delay.

34.06 The Employer shall supply a copy of all postings to the Union.

34.07 When an employee submits an application for a posting for which he was not successful, the employee may request the reasons therefore from whichever department is charged with the hiring.

34.08 The Employer agrees that positions within the bargaining unit shall remain part of the bargaining unit.

Article 35 - Exclusions

35.01 It is acknowledged that there is difficulty in establishing a service-wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which employees at varying levels are involved in the process of employer-employee relations. The parties to this Agreement agree that managerial exclusions shall first be determined by negotiation and mutual agreement between the Employer and the Union.

35.02 The guidelines to be considered in negotiating exclusions shall be:

   (a) position incumbents employed for the primary purpose of exercising senior management functions;

   (b) position incumbents employed in a confidential capacity in matters relating to labour relations;
(c) a sufficient number of position incumbents to represent management in matters relating to labour relations, taking into account both operational and geographic considerations.

35.03 In the event that the parties are unable to agree on what positions should be excluded, either party may apply to the Provincial Labour Relations Board, for a hearing on the question. The decision of the Board will be binding on both sides.

**Article 36 - Rates of Pay and Pay Grades**

36.01 Rates of pay contained in the appended Salary Schedule I form part of this Agreement.

36.02 Subject to Article 36.03, the rate of compensation of the person upon appointment to a position in the University shall not be less than the minimum rate prescribed for the class to which he is appointed.

36.03 The rate of compensation of a person upon appointment or promotion to a position may be at a rate higher than the minimum rate prescribed for the class if, in the opinion of the Employer, such higher rate is necessary to effect the appointment of a qualified person to the position if he has the qualifications in excess of the minimum requirements for the position.

36.04 The normal reclassification procedure for instructors is described below:

When an employee acquires the qualifications for reclassification to a higher scale (pay grade), his position on that new scale will be at next highest rate than his previous salary or at the floor of the new scale, whichever is greater.

36.05 Where an employee is recommended for reclassification which falls on his anniversary date, the employee’s salary shall be adjusted first by the implementation of his annual increment, provided he is recommended and is not at the maximum level in that pay grade. On the same date his salary shall be reclassified to the new scale and his salary shall be adjusted upward to comply with the provisions of Articles 36.04.

36.06 An employee who has acquired the necessary qualifications for reclassification to a new scale which is two or more pay grades higher than his present scale, and provided he has been at the top of his present scale for at least one year, shall receive the equivalent of two increments or be classified at the bottom increment of the new scale, whichever is greater.

36.07 The anniversary date of an employee shall be the date on which the employee commenced a regular full-time position. The anniversary date will only change if the employee is reclassified at which time the date of reclassification becomes the employee’s new anniversary date, or if the employee has been on an unpaid leave of absence. In the case of unpaid leave, unless stated otherwise, the anniversary date will be adjusted by the number of months the employee was on leave. In the case of an employee who is in a term position and becomes regular in that same position without a break, the anniversary date will be the date the term position first commenced.

36.08 The Employer shall grant an increment for meritorious service each year on his
anniversary date. "Merit" shall be determined by factors such as education, skills, knowledge, experience, years of service, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned. Increments defined above shall apply to those employees only who have not progressed through the normal scale steps to the top of the employee's current classification.

36.09 When an increase, provided in Article 36.08, is withheld, the reason for withholding shall be given to the employee in writing.

36.10 When an increase, provided in Article 36.08, is withheld, the increase may be granted at the beginning of any pay period after the anniversary date upon which the increase was withheld.

**Article 37 - Teacher Training**

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

37.01 The Employer can require an Instructor to take prescribed teacher training within two (2) years of acquiring continuing full-time status when the Employer has given at least three (3) months notice. (See Article 17.03 j)

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

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

(a) The employee shall submit his alternate proposal consisting of eighteen (18) university course credits in writing to the appropriate Dean at least two (2) months in advance.

(b) The Dean shall meet with the Instructor to assess the proposal. Amendments to the proposal will be finalized at this meeting to be held not later than one (1) month after receiving the initial proposal.

(c) When the Employer approves the proposal, the Dean will issue a letter of permission to proceed with the employee.

(d) The Dean shall retain final authority to approve all courses and such authority shall not be unreasonably applied.

(e) Where an employee seeks to complete the remaining 12 credits towards the
prescribed 30 credits of teacher training, the additional 12 course credits shall be subject to the same approval process described above.

**Article 38 - Layoff and Recall**

38.01 For the purpose of this Article:
"Seniority" means the length of service as defined in Article 2.01(p) of this Agreement.

38.02 (a) The Employer shall notify the Union in writing as soon as the possibility of a lay-off arises. Notice to the Union shall include the name(s) and classification(s) of the employee(s) affected by the contemplated lay-off, the planned date(s) of lay-off and the reasons therefore.

(b) At least seven (7) calendar days prior to serving lay-off notice to any employee, the Employer shall meet and engage in meaningful consultation with the Union, with a view to minimizing the adverse effects of the decision to lay off an employee(s), without limiting the generality on such matters as the use of educational, sabbatical or industrial leaves.

(c) No notice of lay-off shall be given to any employee until the consultation meetings with the Union have been concluded or the seven (7) calendar day period provided for under 38.02(b) has expired, whichever is the earlier date.

(d) In the event the Employer fails to comply with the aforesaid provisions, any action taken by the Employer shall be null and void, and the Employer shall be liable for all damages resulting therefrom, including a penalty payment to each employee affected in an amount equal to sixty (60) days’ pay and to the Union an equivalent amount for each and every employee so affected. The amount so paid to the employee shall be in addition to any other payments to which the employee is entitled under this Agreement.

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

38.04 In the event of the need for a lay-off, all such persons covered by 38.03 shall be terminated first, after which the following lay-off procedure shall apply:

- In the case of a lay-off within a department, the lay-off shall be within the discipline concerned, and employees shall be laid off in reverse order of their seniority. An employee shall have the right to exercise his/her seniority to bump less senior employees in other disciplines within his/her department, providing he/she has the ability and is qualified to perform the work following a reasonable familiarization period. It is agreed that qualifications will be determined by the Employer according to objective standards reflecting the functions of the job concerned.

38.05 Notices pursuant to Article 38.02(c) shall include the effective date of lay-off and the reasons therefore. Copies of employee lay-off notices shall be sent to the Union at the same time they are issued to the employee(s) concerned.
38.06 Employees who are laid off shall be placed on a recall list and shall be recalled for work in accordance with the recall provisions set out in this Article. The Employer shall give notice of recall by registered mail to the employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address.

38.07 In the case of a lay-off pursuant to 38.04, the recall shall be by department, in order of seniority, providing the employee has the ability and is qualified to perform the work following a reasonable familiarization period.

38.08 An employee entitled to recall shall return to work within two (2) weeks of receiving notice of recall. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall.

38.09 Subject to the provisions set out in 38.07, an employee on the recall list shall have the right to be recalled to any position in his/her department for which he/she has the ability to perform the work following a reasonable training and familiarization period, not to exceed three (3) weeks.

38.10 No new employee shall be hired, nor any vacancy or newly created position within the bargaining unit filled, until all employees on the recall list who have the ability and are qualified to perform the work following a reasonable familiarization period have been given an opportunity to be recalled.

38.11 The lay-off shall become a termination of employment and recall rights shall lapse if the lay-off lasts for more than twelve (12) consecutive months without recall. At the end of this period, or at any earlier time an employee who has received lay-off notice wishes to terminate employment and waive recall rights, the employee shall be granted severance pay in an amount equivalent to two (2) week's pay at his salary in effect at the time of lay off for each year of service or portion thereof to a maximum of 52 weeks, and provided the employee is fifty (50) years of age or older and has at least ten (10) years continuous service, he shall also be entitled to receive a Service Award in accordance with Article 28.

38.12 The right of laid off employees to benefits under this Agreement shall continue subject to the provisions of the contract with the Benefits Carrier until his/her employment is terminated pursuant to the provisions of Article 38.11. During this period, a laid off employee shall retain his/her seniority and remain on the seniority lists, but shall not accumulate such seniority during the period of the lay-off. Monetary benefits under this clause are limited to the benefits provided for under Articles 18 and 26, in addition to any benefits which are applicable upon the employee’s termination of service.

38.13 An employee shall lose his/her seniority only in the event that:

(a) the employee is discharged for just cause and is not reinstated;
(b) the employee voluntarily resigns;
(c) employment is terminated pursuant to Article 38.11.

38.14 The Employer shall maintain seniority lists for all employees in the bargaining unit, showing the name, department, classification, service and seniority, for each employee in the bargaining unit. Updated seniority lists shall be posted and forwarded to the
Union on January 1st of each year. For the purposes of posting seniority lists, the number and location of bulletin boards shall be as mutually agreed between the parties.

**Article 39 - Contracting Out**

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

**Article 40 - Employer Liability**

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

**Article 41 - Payment for Certificates and Examinations**

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

**Article 42 - Sick Leave**

42.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which *Workers’ Compensation* is not payable under the *Workers’ Compensation Act* and as a result of which the employee is unable to perform his/her duties.

42.02 Employees hired prior to March 3, 2000 shall have a short term disability benefit for a period of 87 days per year.

42.03 This short term benefit may be used for day-to-day incidental illness and to provide income protection during the elimination period for Long Term Disability (LTD). The elimination period starts when an employee first becomes totally disabled and ends after a period of 15 weeks of continuous total disability. If the disability is not continuous, the days the employee is disabled will be accumulated to satisfy the elimination period provided no interruption is longer than two (2) weeks and the disabilities arise from the same or related disease or injury. During the elimination period, it is the responsibility of the employee to make application for LTD benefits. Reinstatement of the 87 day benefit shall occur April 1st of each year.

42.04 Full-time employees who were hired in that capacity following March 3, 2000 shall earn sick leave at a rate of 1 day for each month in which an employee has worked at least
fifteen (15) days (vacation and the period from May 1 through August 31 will be counted as days worked for this purpose), to a maximum accumulation of 87 days. These credits shall accumulate on a pro-rated basis for term employees in the bargaining unit. Once an employee reaches the maximum accumulations of 87 days, he shall be entitled to the benefits in accordance with 42.03 above.

42.05 An employee shall be granted sick leave with pay when he is unable to perform his/her duties for the reasons described in 42.01 and provided he has the necessary sick leave credits.

42.06 An employee may be required to undergo, without cost to him, medical examination(s) by a physician(s) of the Employer's choice. This would normally not be required unless the employee's absences on sick leave are either frequent or prolonged.

42.07 Sick leave shall not apply where an employee is already on leave of absence, including vacation, holidays, or any other leave specified in this Agreement and after completion of the appointment of a term employee in the bargaining unit.

42.08 In the case of absence of an employee due to illness, the employee must notify his/her manager or his/her delegate at a reasonable time before the commencement time of his/her normal day's work. In the case of an employee leaving work because of sickness, the employee's manager must be notified immediately. The Employer reserves the right to receive proof of illness satisfactory to the Employer.

Article 43 - Hours of Work, Standard Teaching Load, Course Relief

43.01 Hours of Work

(a) The normal teaching year for Instructors and Lab Instructors shall be between September 1st and April 30th both dates inclusive.

(b) Between May 1st and August 31st, employees will be available for up to eight (8) days for departmental activities such as staff meetings, student advising/information sessions.

(c) The normal work day shall be between the hours of 8:30 a.m. to 5:30 p.m. Where operational requirements permit, hours of work shall be scheduled at the preference of the employee. An employee's teaching workload shall not be scheduled beyond a continuous eight (8) hour span. An employee may be requested to work outside the normal work day; it shall be done by mutual agreement.

(d) Normally, employees shall discharge their teaching/instructional responsibilities in the fall and winter terms. However, were operational requirements and other circumstances permit, such employees may, by mutual agreement with the Employer, discharge such regular responsibilities during those and the Spring/Summer terms.
43.02 Standard Teaching Load

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

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

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

<table>
<thead>
<tr>
<th>Course 101</th>
<th>Course 102</th>
<th>Course 103</th>
<th>Course 104</th>
<th>Course 105</th>
<th>Course 106</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lab (2 Hr)</td>
<td>Lab (3 Hr)</td>
<td>Lab (2 Hr)</td>
<td>Lab (3 Hr)</td>
<td>Section 2</td>
<td>Chair</td>
</tr>
</tbody>
</table>

b) For Lab Technologists the maximum number of hours shall be:

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

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

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

a) Remuneration for such courses shall be ninety-five percent (95%) of the tuition paid for such courses.

b) In such cases where there is a valid academic reason critical to a student(s) program, an Instructor may be requested to teach up to three (3) students in one course by tutorial and such request shall not be unreasonably refused. This will not prevent an Instructor from agreeing to teach more than three (3) students in one course.

c) An Instructor may propose to his/her Dean to teach additional courses by tutorial.
d) Courses with compulsory lab component cannot be required as tutorial.

43.05 Subject to Article 43.04 (above), no Instructor shall be obliged to teach more than the standard teaching load.

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

a) Revise and update course syllabi;

b) Prepare new course and/or lab outlines; provide electronic versions of the outlines to the Dean’s office prior to the second week of classes;

c) Prepare new courses and/or lab syllabi;

d) Develop teaching techniques, methodology, etc.;

e) Keep abreast of new equipment, practices, software and any new changes in technology or occupations;

f) Check servicing and repairing on a first-line maintenance basis of equipment used in their classrooms, laboratories, or shops;

g) Identify and requisition the proper supplies required for the effective operation of the subsequent courses in which they will be instructing at least two months prior to the time the supplies will be required;

h) Attend regularly scheduled staff meetings called by the Employer;

i) Carry out other assignments related to the course of instruction including the supervision of examinations, tests and other means of student assessment;

j) Establish and publish office hours (five (5) hours per week) and be available for consultation with students during these hours.

k) Conduct their courses and/or labs in accordance with the relevant course/lab outlines and to conduct themselves in the teaching environment professionally, ethically and respecting the rights of students, and in compliance with all legal requirements, e.g. health and safety laws, and University policy;

l) Inform students of the methods of instruction and evaluation in their courses and/or labs at the beginning of each term and to consult with students where circumstances cause changes to such methods of instruction and evaluation. The Dean shall be provided with copies of such information within two (2) weeks of the commencement of each course (including distance education courses) and any changes thereto;

m) Comply with all procedures and deadlines concerning the reporting, review or appeal of students grades;

n) Cancel classes or laboratories only for good cause and to give as much prior notification of such cancellation as possible to the office of the employee’s Dean.
If possible employees shall also give their students notice of such cancellation and shall make a reasonable effort to make up for such missed class or laboratory in such manner as the employee and his Dean consider appropriate.

43.07 As part of ongoing course and program evaluations, employees will participate in teaching evaluations of each course and lab section using an evaluation form which is approved by the School Dean. Evaluations are to be collected by a student in the course and will be delivered directly to the Dean’s Office for review. Originals will be placed in the Human Resources Office to be held for a period of one year with summaries provided to the Instructor or Lab Technologist.

43.08 Research, Creative and Scholarly Activities

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

43.09 Service to the University, Community and Profession

Preamble: Instructors and Lab Technologists who engage in service to the community and their profession contribute to the enhanced reputation of the programs and the University. Employees are therefore encouraged to undertake such service.

(a) Employees are encouraged to assist with the promotion and marketing of programs and courses and with the recruitment of students.

(b) Employees have the responsibility to participate in work of the University through membership on appropriate University committees.

(c) Employees have the responsibility to participate in the functioning of their Departments, Schools and the University including attendance at Department and School meetings.

(d) Employees are encouraged to engage in community and professional service (where applicable). Such service, if it is of a lasting nature, should be reported to the employee’s Dean. Such service includes participating in community activities and activities of professional and academic organizations outside the University, where the employee’s academic and/or research interests and competencies form the basis for such participation.

43.10 Professional Activities Report

Accountability for one’s professional activities can be expressed in many ways. However, better understanding of professional activities is achieved through a minimum of common denominators in the reporting mechanisms. An “Instructor’s Professional Activities Report” (Appendix A) is to be used as a template which outlines minimum reporting requirements for Instructors and Lab Technologists. This report is to be completed annually with a copy submitted to the Dean’s Office and a copy submitted to Human Resources to be included in the employee’s personnel file. For employees engaged in research, in lieu of the Employee completing section 2 of the “Instructor's
Professional Activities Report”, the Employee may opt to append to the Report a standardized CV (using the format as approved by Senate for internal purposes). The Instructor’s Professional Activities Report is meant to help make the Dean become aware of the activities the Employee is involved in and promote positive discussion related to career development. Such report will not be used in a disciplinary manner.

43.11 _All employees in the bargaining unit shall be entitled to two (2) rest periods per day, totaling thirty (30) minutes._

43.12 _Employees shall not be required to instruct nor be present beyond the normal teaching year except availability as required in Article 43.01._

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

43.14 _Appointment as Departmental Chair or Dean_

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

Stipends for Department Chairs shall be as follows:

<table>
<thead>
<tr>
<th>Departments with less than ten (10) department members</th>
<th>1 July 2011</th>
<th>1 July 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6,641</td>
<td>$6,951</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Departments with ten (10) to nineteen (19) department members</th>
<th>1 July 2011</th>
<th>1 July 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$7,741</td>
<td>$8,051</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Departments with 20 department members or more</th>
<th>1 July 2011</th>
<th>1 July 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8,841</td>
<td>$9,151</td>
</tr>
</tbody>
</table>

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

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

43.15 _Teaching Reductions_

a) Teaching reductions of three (3) hours in each of the fall and winter term will be made for employees:
i) selected as the Chair of a Department;

ii) where it is determined by the Dean of Research and Academic Institutes and approved by the employee’s School Dean that such Instructor is engaged in major research requiring relief from some of her/his teaching responsibilities.

b) Any other teaching reduction shall be as agreed among an individual employee, his/her Department Chair, and his/her School Dean. The Union shall be notified of any such reduction.

**Article 44 - Overloads and Spring/Summer Stipends**

44.01 “Overloads” are additional course delivery over and above the standard teaching load as defined in article 43.02.

44.02 Spring/Summer stipends are paid for course delivery offered in the spring/summer session except where such courses are discharged under article 43.01 (d).

44.03 Overloads and spring/summer courses and labs will first be offered to qualified employees.

44.04 Overloads and Spring/Summer Stipends for Instructors:

<table>
<thead>
<tr>
<th>Course Type</th>
<th>Effective 1 Sep 2010</th>
<th>Effective 1 Sep 2011</th>
<th>Effective 1 Sep 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) credit course</td>
<td>$7,397</td>
<td>$7,612</td>
<td>$7,832</td>
</tr>
<tr>
<td>Three (3) hour lab for 6 credit course</td>
<td>$7,397</td>
<td>$7,612</td>
<td>$7,832</td>
</tr>
<tr>
<td>Two (2) hour lab for 6 credit course</td>
<td>$4,933</td>
<td>$5,076</td>
<td>$5,223</td>
</tr>
<tr>
<td>Three (3) credit course</td>
<td>$3,699</td>
<td>$3,806</td>
<td>$3,916</td>
</tr>
<tr>
<td>Three (3) hour lab for 3 credit course</td>
<td>$3,699</td>
<td>$3,806</td>
<td>$3,916</td>
</tr>
<tr>
<td>Two (2) hour lab for 3 credit course</td>
<td>$2,467</td>
<td>$2,538</td>
<td>$2,612</td>
</tr>
</tbody>
</table>

44.05 Overloads and Spring/Summer Stipends for Lab Technologists:

<table>
<thead>
<tr>
<th>Course Type</th>
<th>Effective 1 Sep 2010</th>
<th>Effective 1 Sep 2011</th>
<th>Effective 1 Sep 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) hour lab</td>
<td>$1,330</td>
<td>$1,369</td>
<td>$1,408</td>
</tr>
<tr>
<td>Two (2) hour lab</td>
<td>$886</td>
<td>$912</td>
<td>$938</td>
</tr>
</tbody>
</table>

**Article 45 – Distance Related and Technology Mediated Delivery (TMD) Courses**

45.01 Where a Dean determines that a Distance Related or Technology Mediated Delivery
(TMD) course is to be offered by an Instructor, the following provisions shall apply.

45.02 For the purposes of this article, Technology Mediated Delivery (TMD) refers to the delivery of credit courses in whole or in part using technology enhanced instruction which may include distance related courses. These activities include, but are not limited to, teaching by way of such mechanisms as:

(a) teleconference;
(b) videotape, or CD ROM, or other recording means;
(c) television or other broadcast medium;
(d) transmission or reception via the Internet or World Wide Web;
(e) computer-mediated conferencing;
(f) electronic-mail.

45.03 Courses with TMD shall not be assigned without the consent of the Instructor and her/his Department unless such Instructor was hired with the provision that TMD was to be part of or comprised the regular teaching workload. In cases where consent is required, such consent shall not be unreasonably withheld. Assignment of TMD courses will take into consideration factors such as the desires of Instructors, their familiarity with the required technology and due regard for course content and pedagogy.

45.04 When an Instructor teaches such a course, it shall constitute part of the Instructor's normal workload or overload teaching assignment in accordance with Article 43 – Hours of Work, Standard Teaching Load, Course Relief.

(a) A demonstrable significant increase in work arising from the development of TMD will be recognized with financial remuneration or course relief, as determined before the work is undertaken.

(b) No Instructor shall be obligated to teach a single course section combining one section of classroom delivery and one section of TMD.

45.05 Instructors using TMD in accordance with this Article will have appropriate professional development and technical support (within the fiscal limitations of the University) made available at no cost to the Instructor. Furthermore, the Instructor shall be notified of the resources available to him/her, associated with the course, before he/she agrees to teach the course.

45.06 Courses offered by means of TMD and not developed at CBU must follow regular institutional procedures for course/program approval prescribed by Senate and by the Board of Governors.

45.07 Distance Related Delivery

For purposes of this article, Distance Related Delivery refers to credit courses developed for and/or delivered to a student clientele predominantly “at a distance”, that is, where the instruction is received outside the CBU campus, classrooms and laboratories. These courses may include TMD courses, independent print based courses or a combination thereof.
(a) Distance related courses may be taught as part of regular load or overload. Distance related courses shall not be assigned without an Instructor’s and his/her Department’s consent, unless such Instructor was hired with the provision that distance delivery was to be part of the regular teaching workload. In such cases where consent is required, such consent shall not be unreasonably denied.

(b) These courses will be capped at a maximum agreed to by the Department and Dean(s) in consideration of the mode of delivery.

(c) Approval for new distance related courses/programs follows regular institutional procedures for credit course/program approval prescribed by Senate and by the Board of Governors.

(d) Departments, under the respective Dean(s), are responsible for quality assessment issues with regard to curriculum and course delivery for distance related courses. Regular Departmental process for vetting and approving all candidates for teaching of distance related courses apply. Distance related courses not developed at CBU must follow regular institutional procedures for course/program approval prescribed by Senate and by the Board of Governors.

(e) If no current institutional department encompasses the area of specialization of a course/program, provisions for a structure to handle departmental issues will be proposed for approval by Senate and the Board of Governors.

(f) Expenses recoverable from the Employer include, but are not limited to, mailing, travel, meals and accommodation, telephone costs, special materials. The agreement on the recovery of these and other related costs will be determined by the Instructor with the Dean(s) at the time of course assignment.

(g) No Instructor shall be obligated to teach a single course section combining one section of classroom delivery and one section of distance delivery.

45.08 Compensation for Distance Related and/or TMD Courses

Where an assigned Distance Related or TMD Course is not part of the Instructor’s regular workload, Instructors shall be compensated on a per student basis. The compensation schedule shall be:

<table>
<thead>
<tr>
<th>Course</th>
<th>Effective 1 May 2010</th>
<th>Effective 1 May 2011</th>
<th>Effective 1 May 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) credit course</td>
<td>$325 per student</td>
<td>$334 per student</td>
<td>$344 per student</td>
</tr>
<tr>
<td>Three (3) credit course</td>
<td>$163 per student</td>
<td>$168 per student</td>
<td>$173 per student</td>
</tr>
<tr>
<td>Course development *</td>
<td>$602 per credit</td>
<td>$619 per credit</td>
<td>$637 per credit</td>
</tr>
</tbody>
</table>

If student numbers are below the minimum of twenty-three (23), the Instructor and Dean may mutually agree on a different quantum.

* Development of TMD or Distance Course outside of regular or normal course load.
Article 46 - Successor Rights

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

Article 47 - Term of Agreement

47.01 This Agreement shall be for the term November 1, 2010 ending on October 31, 2012; however all provisions of this Agreement shall, unless otherwise stated, be effective from the date of signing of this Agreement.

After October 31, 2012, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party within the two (2) month period preceding the date of expiry of the Agreement.

47.02 Where notice is given under Article 47.01:

(a) the parties shall commence collective bargaining within fourteen (14) days after the notice is given, or within such further period as the parties may mutually agree; and

(b) the provisions of this Agreement or any renewal thereof, shall continue in force until a new agreement is signed, or the right to strike or lockout accrues, whichever first occurs.

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

47.04 Salary scales, effective from November 1 in each year of the years 2010 and 2011 until October 31 of the next year, as per Schedule I attached shall apply in each of those years. Such scales shall apply retroactively to all employees in the bargaining unit who were employed continuously from November 1, 2010, and are still employed on the date of the signing of this Agreement and also to full-time continuous employees who retired or were laid off after November 1, 2010, for those full pay periods worked from that date until their date of retirement or their lay off.
## SCHEDULE I - SALARIES

**EDA 7, EDA 8 - No Incumbent**

### Laboratory Technologist

<table>
<thead>
<tr>
<th>EDA 9</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>38,923</td>
<td>40,695</td>
<td>42,506</td>
<td>44,418</td>
<td>46,417</td>
<td>48,506</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>39,273</td>
<td>41,045</td>
<td>42,856</td>
<td>44,768</td>
<td>46,767</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>39,862</td>
<td>41,661</td>
<td>43,499</td>
<td>45,440</td>
<td>47,469</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>40,261</td>
<td>42,077</td>
<td>43,934</td>
<td>45,894</td>
<td>47,943</td>
</tr>
</tbody>
</table>

**EDA 9 - No Incumbent**

| 1 November 2009 | 38,923 | 40,695 | 42,506 | 44,418 | 46,417 | 48,506 |

**EDA 10, EDA 11, EDA 12, EDA 13, EDA 14, EDA 15 - No Incumbents**

### Instructor

<table>
<thead>
<tr>
<th>EDA 16</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>52,713</td>
<td>55,346</td>
<td>57,910</td>
<td>60,508</td>
<td>62,859</td>
<td>65,458</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>53,063</td>
<td>55,696</td>
<td>58,260</td>
<td>60,858</td>
<td>63,209</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>53,859</td>
<td>56,531</td>
<td>59,134</td>
<td>61,771</td>
<td>64,157</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>54,398</td>
<td>57,097</td>
<td>59,725</td>
<td>62,389</td>
<td>64,799</td>
</tr>
</tbody>
</table>

**EDA 17 - No Incumbent**

### Instructor

<table>
<thead>
<tr>
<th>EDA 18</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>57,910</td>
<td>60,508</td>
<td>62,859</td>
<td>65,458</td>
<td>67,810</td>
<td>70,407</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>58,260</td>
<td>60,858</td>
<td>63,209</td>
<td>65,808</td>
<td>68,160</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>59,134</td>
<td>61,771</td>
<td>64,157</td>
<td>66,795</td>
<td>69,182</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>59,725</td>
<td>62,389</td>
<td>64,799</td>
<td>67,463</td>
<td>69,874</td>
</tr>
</tbody>
</table>

**EDA 19 - No Incumbent**

### Instructor

<table>
<thead>
<tr>
<th>EDA 19</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>60,508</td>
<td>62,859</td>
<td>65,458</td>
<td>67,810</td>
<td>70,407</td>
<td>73,501</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>60,858</td>
<td>63,209</td>
<td>65,808</td>
<td>68,160</td>
<td>70,757</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>61,771</td>
<td>64,157</td>
<td>66,795</td>
<td>69,182</td>
<td>71,818</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>62,389</td>
<td>64,799</td>
<td>67,463</td>
<td>69,874</td>
<td>72,537</td>
</tr>
</tbody>
</table>

**EDA 20 - No Incumbent**

### Instructor

<table>
<thead>
<tr>
<th>EDA 20</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>62,859</td>
<td>65,458</td>
<td>67,810</td>
<td>70,407</td>
<td>73,501</td>
<td>76,842</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>63,209</td>
<td>65,808</td>
<td>68,160</td>
<td>70,757</td>
<td>73,851</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>64,157</td>
<td>66,795</td>
<td>69,182</td>
<td>71,818</td>
<td>74,959</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>64,799</td>
<td>67,463</td>
<td>69,874</td>
<td>72,537</td>
<td>75,708</td>
</tr>
</tbody>
</table>

**EDA 21 - No Incumbent**

### Instructor

<table>
<thead>
<tr>
<th>EDA 21</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 November 2009</td>
<td>65,458</td>
<td>67,810</td>
<td>70,407</td>
<td>73,501</td>
<td>76,842</td>
<td>80,183</td>
</tr>
<tr>
<td>Step Adjustment</td>
<td>$350</td>
<td>65,808</td>
<td>68,160</td>
<td>70,757</td>
<td>73,851</td>
<td>77,192</td>
</tr>
<tr>
<td>1 November 2010</td>
<td>1.5%</td>
<td>66,795</td>
<td>69,182</td>
<td>71,818</td>
<td>74,959</td>
<td>78,350</td>
</tr>
<tr>
<td>1 November 2011</td>
<td>1.0%</td>
<td>67,463</td>
<td>69,874</td>
<td>72,537</td>
<td>75,708</td>
<td>79,133</td>
</tr>
</tbody>
</table>
SCHEDULE II - POSITIONS

Instructor, Technology
Laboratory Technologist
SCHEDULE III

SERVICE WITH THE EMPLOYER
Effective January 1, 2011

<table>
<thead>
<tr>
<th>Name</th>
<th>Service Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE IV**

**SENIORITY OF EMPLOYEES IN THE BARGAINING UNIT**

Effective January 1, **2011**

<table>
<thead>
<tr>
<th>Name</th>
<th>Seniority Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MEMBERS ENTITLED TO TUITION WAIVER OF 100%

In applying Article 29, the following employees and their dependent children will, subject to the criteria outlined in clause 29, be entitled to tuition waiver privileges at the rate of 100%:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Dependent Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING
BETWEEN
CAPE BRETON UNIVERSITY
AND
NSGEU, LOCAL 18, TEACHERS

Re: Classification Advancement

Within thirty (30) days of the signing of this Agreement, a joint Union/Employer Committee will be created made up of equal representation of bargaining unit members and management. The bargaining unit shall have up to three (3) members to serve on the Committee. One member from the bargaining unit and one member from management will alternate in presiding over its meetings.

Employees shall have time off without loss of pay to attend committee meetings.

The Committee’s mandate shall be to develop criteria for education requirements for classification advancement.

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee may make recommendations to the Parties, but it shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions.

Recommendations from the Committee are subject to approval by all parties.

A timeline of nine (9) months will be established for the final report. The timeline may be extended by mutual agreement.

Signed in Sydney, Nova Scotia this 12th day of April 2011.

[Signatures]

[Dates]
APPENDIX A

INSTRUCTOR/LAB TECHNOLOGIST PROFESSIONAL ACTIVITIES REPORT

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

Name of Employee: ___________________________

For the year commencing: Sep 1,

Normal workload as defined by Collective Agreement:
(For instance: NSGEU; Instructor or Lab Technologist. Use categories that help define the normal workload.)

Workload, as assigned by the Dean:

a) Teaching assignment (indicate if overload):

<table>
<thead>
<tr>
<th>Course</th>
<th># Credits</th>
<th>Type¹</th>
<th>Anticipated Enrolment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹Can be described in several ways. Use a descriptive respectful of the course description as approved by Senate and of the actual academic activity. Regular, practicum/internship, with field work, student research projects, etc.

b) Teaching reduction (if any):

<table>
<thead>
<tr>
<th># Credits</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date Submitted by Dean: ___________________________

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

<table>
<thead>
<tr>
<th>Course</th>
<th>Syllabus² (attach copy)</th>
<th>Delivery³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other teaching duties⁴ (if any):

________________________
________________________
________________________

²Indicate whether new, revamped, updated, maintained, etc.
³Indicate whether technology based (partly or totally), in classroom, in lab, in field, etc.
⁴Brief description (course or program development, etc.)

## Service:

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

________________________
________________________
________________________

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

________________________

Optional – Research Activities:

³(Research activities may be listed here, including any grants received or publications (if ny).)

________________________
________________________

## Submitted by:  
Date:

### SECTION 3
(Further follow-up/discussion between Dean and Employee if needed.)

**Date of Discussion:**

**Topics discussed:**

________________________

________________________

**Suggestions or requests following discussion:**

________________________

________________________

________________________
Dated at Sydney, Nova Scotia this 12th day of April 2011.

Board of Governors
Cape Breton University

Nova Scotia Government & General Employees Union, Local 18 Teachers