

COLLECTIVE AGREEMENT

BETWEEN

**BOARD OF GOVERNORS OF
LAKELAND COLLEGE**

AND

**LAKELAND COLLEGE FACULTY
ASSOCIATION**

July 1, 2001 – June 30, 2004



TABLE OF CONTENTS		
ARTICLE		PAGE NUMBER
--	PREAMBLE	2
1	DEFINITIONS	2
2	NEGOTIATION PROCEDURES	3
3	JURISDICTION AND APPLICATION	4
4	PROCEDURES FOR APPOINTMENTS	4
5	CATEGORIES OF APPOINTMENT	5
6	NOTICE OF RESIGNATION	5
7	REASSIGNMENT AND TERMINATION OF CONTINUING EMPLOYEES	5
8	PROBATION	6
9	DISCIPLINARY ACTION	6
10	FACULTY ASSOCIATION BUSINESS	6
11	PERFORMANCE APPRAISAL	7
12	TEMPORARY PROMOTION	7
13	WORKLOAD	7
14	UNIFORMS AND PROTECTIVE CLOTHING	8
15	TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES	8
16	LEAVE WITHOUT PAY	8
17	MATERNITY & PARENTAL LEAVE	9
18	GRIEVANCE PROCEDURE	9
19	SPECIAL LEAVE	11
20	CONDITIONS GOVERNING SALARY ENTITLEMENT	12
21	PAID HOLIDAYS	15
22	VACATION LEAVE	15
23	ASSOCIATION MEMBERSHIP AND DUES CHECK OFF	16
24	PROFESSIONAL DEVELOPMENT	16
25	LONG TERM PROFESSIONAL DEVELOPMENT	16
26	BENEFITS	17
27	ILLNESS LEAVE	19
28	COPYRIGHT	20
--	SIGNATURE PAGE	21
--	LETTER OF UNDERSTANDING-- BENEFITS	22
--	LETTER OF UNDERSTANDING-- CONTINUING REDUCED TIME	22
--	LETTER OF UNDERSTANDING-- COPYRIGHT	22

RECEIVED
SEP 20 2002

ALPHABETICAL TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
23	ASSOCIATION MEMBERSHIP AND DUES CHECK OFF	16
26	BENEFITS	17
5	CATEGORIES OF APPOINTMENT	5
20	CONDITIONS GOVERNING SALARY ENTITLEMENT	12
28	COPYRIGHT	20
I	DEFINITIONS	2
10	FACULTY ASSOCIATION BUSINESS	6
18	GRIEVANCE PROCEDURE	9
27	ILLNESS LEAVE	19
3	JURISDICTION AND APPLICATION	4
16	LEAVE WITHOUT PAY	8
-	LETTER OF UNDERSTANDING- BENEFITS	22
-	LETTER OF UNDERSTANDING- CONTINUING REDUCED TIME	22
-	LETTER OF UNDERSTANDING- COPYRIGHT	22
25	LONG TERM PROFESSIONAL DEVELOPMENT	16
17	MATERNITY & PARENTAL LEAVE	9
2	NEGOTIATION PROCEDURES	3
6	NOTICE OF RESIGNATION	5
21	PAID HOLIDAYS	15
11	PERFORMANCE APPRAISAL	7
	PREAMBLE	2
8	PROBATION	6
4	PROCEDURES FOR APPOINTMENTS	4
24	PROFESSIONAL DEVELOPMENT	16
7	REASSIGNMENT AND TERMINATION OF CONTINUING EMPLOYEES	5
-	SIGNATURE PAGE	21
19	SPECIAL LEAVE	11
9	DISCIPLINARY ACTION	6
12	TEMPORARY PROMOTION	7
15	TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES	8
14	UNIFORMS AND PROTECTIVE CLOTHING	8
22	VACATION LEAVE	15
13	WORKLOAD	7

PREAMBLE

This Agreement made the 23rd day of May, 2001, A.D.

BETWEEN:

The Board of Governors of Lakeland College
(hereinafter called the "Employer")

OF THE FIRST PART

and

The Lakeland College Faculty Association, on behalf of all
Employees covered by this Agreement (hereinafter called the
"Association")

OF THE SECOND PART

WHEREAS the Board of Governors is an Employer as
specified in the Colleges Act, Chapter 18, RSA 1980 as
amended to 2000 and administers Lakeland College.

AND WHEREAS pursuant to the provisions of the Act; the
Association has the right to negotiate on behalf of the
Employer's Employees as specified in Article 3 of this
Agreement

WHEREAS, the parties are mutually desirous of entering into a
Collective Agreement with the intent to promote a harmonious
relationship between the said Employees and the Board of
Governors of Lakeland College and to set forth in this collective
Agreement the terms and conditions of employment for each
Employee of the Employer, and provide a procedure for the
consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as
follows:

ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 A word used in the singular may also apply in the plural;
- 1.3 "Act" means the Colleges Act, being the revised statutes of Alberta, 1980, Chapter C-18, with amendments in force as of May 30,2000;
- 1.4 "President" means the Chief Executive Officer of Lakeland College;
- 1.5 "Faculty Association" means the Lakeland College Faculty Association;
- 1.6 "Academic Council" means Lakeland College Academic Council as required by the Colleges Act;
- 1.7 "Faculty Member" means any individual designated by the Board within this Agreement. Individuals employed as Counsellor, Public Services Librarian, Professional Development Officer or The Learning Centre Coordinator are designated as Faculty Members;

- 1.8.1 "Work Day" shall normally include a morning and an afternoon, ~~or~~ an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 21 of this Agreement
- 1.8.2 A Faculty Member's normal hours of work shall not exceed seven (7) hours per day:
- 1.8.3 "Work Day" for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.8.1;
- 1.9 "Increment" means the difference between one step and the next step within a pay range, as specified in Article 20;
- 1.10 "Family", in addition to its usual meaning, includes common law relatives;
- 1.11 "Full Week" means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 21 of this contract shall be considered a day worked provided the work day immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;
- 1.12 "Board" means the Board of Governors of Lakeland College;
- 1.13 "School" means an administrative unit under a Dean. "Instructional Unit" refers to a department or grouping of departments under a Department Chair;
- 1.14 "Preparation period" shall be any period in which the Faculty Member does not have assigned duties;
- 1.15 A "Semester" is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;
- 1.16 A "Contact Hour" is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.17 "Teaching" means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.18 "Academic Year" means a period commencing July 1 and ending June 30;
- 1.19 "Continuing" member means a Faculty Member whose appointment is continuous from year to year, subject to Clause 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Suspension and Dismissal, and subject to the provisions of Article 7, Reassignment and Termination of Continuing Employees;
- 1.20 "Sessional" member means a Faculty Member whose appointment is for a specific period of time in any of the categories as per Clauses 1.22.3 and 1.22.4;

- 1.21 "Probationary" member means a Faculty Member whose appointment is for a period of probation of up to two (2) years and who shall, subject to Clause 8.2, upon satisfactory completion of that probationary period, become a continuing member;
- 1.22.1 "Continuing Full-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load of 455 to 650 contact hours;
- 1.22.2 "Continuing Part-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 260 to 454 contact hours;
- 1.22.3 "Sessional Full-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year and who has been initially assigned a teaching load of 455 to 650 contact hours;
- 1.22.4 "Sessional Part-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year during which he is initially assigned a teaching load of fewer than 455 contact hours;
- 1.23 "Long Term Professional Development" means those activities undertaken by a Faculty Member to upgrade his teaching skills, professional qualifications and/or technical expertise, for a minimum of six (6) weeks and a maximum of twelve (12) months;
- 1.24 "Contact day" is any work day in which a Faculty Member has an assigned teaching load;

ARTICLE 2 - NEGOTIATION PROCEDURES

- 2.1 The Board of Governors recognizes the Lakeland College Faculty Association as the sole and exclusive bargaining agent for all Faculty Members as defined in Article 1 of this Agreement.
- 2.2 Both parties shall agree and set aside a certain period of time, allocated on a weekly basis, to be devoted to discussion of the proposed Agreement. This period shall be specified prior to the commencement of negotiations.
- 2.3 At the commencement of negotiations both negotiating parties shall exchange notification of authorization to enter into negotiation of an Agreement
- 2.4.1 Negotiations shall commence not later than one hundred and fifty (150) days prior to the expiration of the present Collective Agreement in order to conclude a replacement Collective Agreement by May 31 of the current contractual year as specified in Clause 3.3.
- 2.4.2 Any extension of negotiations beyond May 31, as specified in Clause 2.4.1, must be by the mutual Agreement by both parties.
- 2.4.3 When a notice to commence collective bargaining has been served pursuant to this section, the Board

and the Association, without delay, but in any event within fifteen (15) calendar days after notice is served, shall meet and commence, or cause authorized representatives to meet and commence, to bargain collectively in good faith.

2.5.1 If by May 31st the Association and the Board have not been able to agree upon the terms of the New Agreement, either party may notify the other in writing of its desire to submit resolution of the Agreement to arbitration.

2.5.2 The notice referred to in Clause 2.5.1 shall
i) contain a list of the matters in dispute, and
ii) specify a name or a list of names of the person or persons whom the party submitting the notice is willing to accept as a single arbitrator,

2.5.3 On receipt of a notice referred to in Clause 2.5.1, the party receiving the notice,
i) If it accepts the person or one of the persons suggested to act as an arbitrator, shall, within seven (7) days, notify the other party accordingly and the dispute shall be submitted to the arbitrator, or
ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as a single arbitrator;

2.5.4 If the parties are unable to agree on a person to act as a single arbitrator, either party may, in writing, request that the Minister of Learning appoint a single arbitrator.

2.5.5 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment

2.5.6 The arbitrator shall consider the position of the parties on each matter in dispute and try to induce the parties to come to a fair and amicable resolution.

2.5.7 If the arbitrator is unable to bring the parties to a resolution, he shall, within twenty (20) days of his appointment or within a longer period agreed on by the parties or fixed by the Minister of Learning, make an award in writing concerning all the matters in dispute between the parties and send the award to each of the parties.

2.5.8 The parties agree to share equally the expenses of the arbitrator.

2.6.1 The time limits referred to may be extended at any time:
a) upon written Agreement of the parties,
b) by order of the Arbitration Board prospectively or retrospectively, as the Arbitration Board may consider reasonable.

2.6.2 In the event any conflict between the provisions of the Agreement and the Act, as amended from time to time, the Act shall prevail.

- 2.6.3** The award of the arbitrator is final and binding on the parties to the dispute and shall be included in the terms of the Agreement
- 2.7.1** The negotiating committee(s) of the Board and the Faculty Association shall, upon written request, be provided with information on academic staff composition, existing costs of benefits, and total academic payroll.

ARTICLE 3 - JURISDICTION AND APPLICATION

- 3.1** The Board recognizes the Faculty Association as the sole bargaining agent for those employees who have been designated as Faculty Members by the Board as per Clause 1.7.
- 3.2** This Agreement applies to:
- a) Continuing Full-Time Faculty Members
 - b) Continuing Part-Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis
 - c) Sessional Full-Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 Article 7 - Reassignment and Termination of Continuing Full-Time Employees
 Article 8 - Probation
 Article 17 - Maternity Leave
 Clause 26.1 - Long Term Disability Insurance
 - d) Sessional Part-Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 Article 7 - Reassignment and Termination of Continuing Full-Time Employees
 Article 8 - Probation
 Article 17 - Maternity Leave
 Article 19 - Special Leave
 Article 21 - Paid Holidays
 Article 22 - Vacation Leave
 Clause 26.1 - Long Term Disability Insurance
 Article 27 - Illness Leave
- 3.3** This Agreement shall take effect on July 1, 2001, and remain in effect until June 30, 2004, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Act.
- 3.4** Notwithstanding the Board's commitment to hire Faculty Members in accordance with the terms of this Collective Agreement, the Board may utilize a contract for service when subject specialization, which might include the provision of related specialized equipment, is a barrier to normal recruitment. This clause shall expire at the conclusion of this Collective Agreement.
- 3.5** It is recognized that Lakeland College Faculty Members who have been continuously employed since April 1, 1978, and have prior service with the Government of Alberta, shall have all services recognized for the purposes of this Agreement.
- 3.6** Should any Article, or new provision, or any part of this Agreement be void by reason of being contrary

to law, the remainder of this Agreement shall not be affected thereby.

3.7 The college shall maintain a ratio of not less than 75:25 of continuing full-time equivalents to sessional full-time equivalent appointments.

3.8 The ratio in Clause 3.7 shall be calculated as follows:

- a) each Continuing Full-Time and Sessional Full-Time Faculty Member shall be counted as 1.0 full-time equivalent
- b) each Continuing Reduced Time Faculty Member shall count as 0.5 full-time equivalent
- c) ~~Part-Time Instructional hours~~ = Full-Time equivalent
650

Hours Instructed by Part-Time Faculty Members hired during the academic year to assume the Instructional load of Continuing Faculty Members who have an unplanned absence (such as sickness, resignation, retirement) will not be factored into the calculation of the ratio.

3.9 In the application of this Agreement to the positions of Counsellor, Public Services Librarian, Professional Development Officer and The Learning Centre Coordinator, the Director of the respective area shall function as both Department Chair and Dean.

ARTICLE 4 -PROCEDURES FOR APPOINTMENTS

4.1 Each Dean shall establish a faculty selection committee for positions that are Continuing Full-Time, Continuing Part-Time, and Sessional Full-Time.

4.2.1 This Selection Committee shall consist of:

- a) The Dean of the School concerned, or a designee;
- b) The Department Chair(s), or designee, for the program area concerned. Should two Department Chair be affected, one shall be designated by the vice President;
- c) Two faculty members, at least one of whom shall be from the program area concerned;
- d) Other individuals as determined by the Committee and approved by the Dean.

4.2.2 Notwithstanding Clause 3.9, for the positions of Counsellor, Public Services Librarian, and Learning Centre Coordinator, a Selection Committee shall consist of:

- a) The respective Vice President, or a designee;
- b) The respective Manager, or a designee;
- c) Two other Individuals selected by the Vice President, one of whom shall be a Faculty Member.

4.3 This Selection Committee shall:

- a) Interview candidates;
- b) make recommendations to the Vice President regarding the preferred candidate(s), length of

probationary period, Initial appointment, and placement on the salary grid.

- 4.4 The Vice President shall review the recommendations and make the final decision in consultation with the Selection Committee and Human Resources.
- 4.5 At minimum the Dean and a Faculty Member, normally the Chair, or their respective designees, will interview and select candidates for Sessional Part-Time positions.
- 4.6 Individuals previously interviewed and selected may be re-appointed by the Dean to a similar sessional position without a second interview process.
- 4.7 Initial appointment of a Faculty Member to probationary appointment or continuing appointment shall be by notice in writing from the President or his designee on behalf of the Board and shall, among other things state the effective date, term and category of appointment and specify the annual salary consequent thereof, in conformity with the recommendations of the Faculty Selection Committee. Each letter of appointment shall be accompanied by a copy of the Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement. The secretary of the Faculty Association shall be sent a copy of the letter of appointment.
- 4.8 All new Faculty Members shall, at the commencement of their employment, receive from the Department (Chair) a complete job description outlining all duties expected of them.
- 4.9 Where an administration Employee who was a faculty member at Lakeland College wishes/agrees to return to a faculty position, and can demonstrate the qualifications or the ability and willingness to obtain same within a year, then he shall be so designated if any of the following applies:
- a) there is a suitable, available position;
 - b) at the conclusion of a term appointment;
 - c) to temporarily replace a faculty member on long-term leave or leave of absence;
 - d) as per another Agreement, as agreed to by both the Faculty Association and the Board of Governors.

A redundancy cannot have occurred in the area concerned within the past two (2) academic years.

ARTICLE 5 - CATEGORIES OF APPOINTMENT

- 5.1 Faculty members appointed in accordance with the terms of this Agreement shall be in one of the following four (4) categories as per Clause 1.22:
- a) Continuing Full-Time;
 - b) Continuing Part-Time;
 - c) Sessional Full-Time;
 - d) Sessional Part-Time.
- 5.2 Department Chair(s) shall be selected by the College from within the School, for a term of approximately three (3) years, ending on June 30. The selection

process shall be developed by the Dean in consultation with the Faculty Members of the **School**. Candidates for the position of Chair shall normally occupy Continuing Full-Time positions.

- 5.3 If a Faculty Member wishes to reduce his appointment status from a Continuing Full-Time to a Continuing Part-Time position, a special written Agreement specifying maximum teaching load and a salary may be reached between him and the Dean with the written approval of the Faculty Association.

ARTICLE 6 - NOTICE OF RESIGNATION

- 6.1 A Continuing Faculty Member is required to provide the Employer with no fewer than sixty (60) calendar days written notice of resignation. For each calendar week, or fraction thereof, that the written notice falls short of sixty (60) days, the Faculty Member shall be required to forfeit one days' pay up to a maximum of six (6) days.
- 6.2 A Sessional Faculty Member is required to provide the Employer with six (6) weeks prior written notice of resignation if he wishes to resign in good standing.
- 6.3 A Faculty Member who absents himself from his employment and who has not informed the Employer shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Faculty Member that special circumstances such as illness prevented him from reporting to his place of work.
- 6.4 Notwithstanding Clause 6.1, where it can be shown that the Faculty Member was forced into an early departure due to a family crisis, the Faculty Member will be considered to have resigned in good standing and shall not be required to forfeit pay.

ARTICLE 7 - REASSIGNMENT AND TERMINATION OF CONTINUING EMPLOYEES

- 7.1 This Article applies to positions that have or will become redundant. The intent of this Article is to make just provisions for the Faculty Member so affected.
- 7.2 The Board may declare that a Faculty Member's position is redundant (or will become redundant as of a certain date) due to decreased enrolment, course changes, technological changes, or lack of operational funding.
- 7.3 The Board shall give six weeks' prior written notice to a Faculty Member whose position has been declared redundant, and a copy of that notice shall be provided to the President of the Faculty Association at the same time.
- 7.4 The Board shall make every reasonable effort to place a Faculty Member whose position has been declared redundant in a comparable position which is being filled by the College and which the Faculty Member is reasonably able and qualified to assume.

7.5 If at the end of the six week notice period referred to in Clause 7.3 above, the Board is not able to find a comparable position for the Faculty Member whose position has been declared redundant, the employment of the Faculty Member is terminated, and the Board will compensate the Faculty Member for years of service as follows:

3 to fewer than 5 years	6 months' salary
5 to fewer than 7 years	8 months' salary
7 to fewer than 10 years	10 months' salary
10 years or over	12 months' salary

This payment is in addition to the salary payable during the six week notice period.

Continuing Part-time Faculty Members shall be compensated as noted above on a prorated basis.

7.6 For the 18 months following the date of the termination of the employment of the Faculty Member whose position has been declared redundant, the Faculty Member shall be given preferential consideration for any comparable position which is being filled by the college, which the Faculty Member is reasonably able and qualified to assume.

7.7 The President shall approve any reasonable proposal for retraining which would reasonably allow a Faculty Member who was declared redundant to be reasonably able and qualified to assume a comparable position that is vacant (or contemplated to become vacant) within the next 18 months.

7.8 A Faculty Member who receives severance pay pursuant to the provisions of this Article, and is subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

ARTICLE 8 - PROBATION

8.1 When Faculty Members are initially granted a continuing position, they shall be required to serve a probationary period of up to two (2) years. When Faculty Members are moved from a sessional appointment to a continuing appointment, the sessional appointment(s) may be considered when determining the length of the probationary period.

8.2 Upon satisfactory completion of the probationary period, the faculty member in a full-time continuing or part-time continuing position shall be appointed to continuing member status.

8.3 The recommendation for continuing appointment shall be made by the Dean to the Vice President not less than two (2) months before expiration of the candidate's probation. This recommendation will be based on the majority decision of the Faculty Evaluation Committee.

ARTICLE 9 - DISCIPLINARY ACTION

9.1 A Faculty Member may be disciplined for just cause only.

- 9.2 Disciplinary action may take the form of a written reprimand, suspension with pay, or dismissal.
- 9.3 The reasons for any disciplinary action will be clearly communicated to the Faculty Member. The Faculty Association will be copied immediately on all disciplinary action. The timelines for grievance as per Article 18 - Grievance Procedure shall commence only when the association has been copied.
- 9.4 Upon the request of a Faculty Member, written reprimands or other letters of a disciplinary nature more than thirty-six (36) months old shall be removed from their personal file, provided that the file does not contain any further record of disciplinary action during that thirty-six (36) month period.

ARTICLE 10 - FACULTY ASSOCIATION BUSINESS

- 10.1 Subject to Clause 10.2, time off, without loss of regular earnings, will be provided for Faculty Association officers to conduct official Faculty Association business on the following basis:
- a) Members of the Negotiating Committee for time spent meeting with representatives of the Board during formal negotiation of a Collective Agreement;
 - b) Faculty Association Members for time spent meeting with representatives of the Board at formal Employee Management Committees where matters of mutual concern are discussed.
- 10.2.1 Time off shall be granted except where disruption of work will arise. Faculty Members shall provide as much advance notice as is reasonably possible when requesting time off. Where such time off is granted for an indeterminate period the Faculty Member shall communicate with the employing department on a daily basis in respect to the date of return.
- 10.2.2 The Board agrees to pay one third (1/3) release time for the President of the Faculty Association.
- 10.3 Notwithstanding Clause 10.1 and pursuant to Clause 10.2.1, the Faculty Association shall be allowed to buy such service time as it deems necessary. Any Faculty Member granted service time shall in no way suffer loss of any benefits, increments, privileges, or any other Faculty Member right.
- 10.4 Pursuant to Clause 10.3 above, the Faculty Association will pay the Board the cost of replacement salaries only.
- 10.5 Notwithstanding Clauses 10.1 and 10.2.1 above, the Board grants one (1) working day/year when classes are not being held in order to allow the Faculty Association and Management Executives, and the Faculty Negotiating Committee to discuss the Collective Agreement with the Faculty Association.
- 10.6 Neither the Board nor any person acting on behalf of the Board shall:

- a) refuse to employ or not continue to employ any Faculty Member or discriminate against any Faculty Member in regard to employment because the said Faculty Member is a member, officer or representative of the Faculty Assodation.
- b) seek by Intimidation, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a person to refrain from becoming or to cease to be a member, officer or representative of the Faculty Assodation.
- c) suspend, discharge, or impose any financial or other penalty on a person employed by the Board or take any other disciplinary action against the Faculty Member by reason of that Faculty Member having refused to perform an act prohibited by this Collective Agreement

ARTICLE 11 -PERFORMANCE APPRAISAL

- 11.1 A Performance Appraisal Committee shall be established and be responsible for developing and maintaining operating procedures for faculty appraisal.
- 11.2 The Performance Appraisal Committee shall consist of:
 - a) two Assodation members - the Chair of Professional Standards and one other;
 - b) two administration members - the Vice President, Academic, and a Dean or designee;
 - c) one other person who is acceptable to the four other members of the committee as a non-voting chairperson.
- 11.3 Faculty evaluations shall be performed by a Faculty Evaluation Committee whose composition and procedures shall be determined by the Performance Appraisal Committee.
- 11.4 Until such time as an operating procedure for faculty evaluation has been developed by the Performance Appraisal Committee, the existing procedures shall be followed as per the April 1986 Professional Standards Committee's Procedural Criteria for Faculty Evaluation Committee and Faculty Selection Committee.
- 11.5 Any changes to the operating procedures for faculty appraisal shall be subject to approval by the Faculty Assodation and the Board.

ARTICLE 12 -TEMPORARY PROMOTION

- 12.1 To be eligible for acting incumbency pay, a Faculty Member shall be required to perform the principle duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) work day qualifying period in an acting Incumbency position, a Faculty Member shall be eligible for acting incumbency pay for the total period of acting Incumbency including the five (5) day qualifying period.

- 12.2 Acting provisions shall *not* apply where a Faculty Member is designated additional limited duties to cover off for a Faculty Member proceeding on annual vacation. Where a Faculty Member qualifies in an acting incumbency position, he shall receive a minimum of five (5) percent of his current salary in addition to his regular salary, or he may receive the minimum salary for the class in the higher level position.
- 12.3 When a Faculty Member is required to serve full-time for a continuous period of three (3) calendar months or longer, or such shorter period as approved by the President, as the temporary incumbent of a position with a higher maximum salary assignment than that assigned to his regular position for that period, his salary shall be increased by such amount as specified by the Board but will not be less than five (5) percent higher.
- 12.4 When a Faculty Member who has been serving in a temporary promotion capacity returns to his regular position, his salary and anniversary date shall be re-adjusted to that which would be in effect if he had continuously occupied that position.
- 12.5 The temporary promotion shall be established for a period of not more than one (1) year except where a Faculty Member has been accepted on a foreign assignment with CIDA or CUSO, in which case the President may extend the temporary promotion up to but not exceeding two (2) years.
- 12.6 Should the College desire to make the promotion permanent during the term of the temporary promotion, the temporary promotion shall become of a permanent nature upon the approval of the Board of Governors.
- 12.7 A Faculty Member temporarily promoted to a higher position shall retain his membership in the Faculty Association.

ARTICLE 13 - WORKLOAD

- 13.1.1 A Faculty Member's workload includes teaching load.
- 13.1.2 Teaching load shall be measured by contact hours.
- 13.1.3 Workload shall be determined and signed-off prior to each academic year by mutual Agreement between the Department Chair(s) and the Faculty Member.

It is understood and agreed that differentiated average teaching loads have been established across the Schools, and even within programs of a given School. This reflects the various factors that influence what is mutually agreed to as a reasonable teaching load for a particular School or program. An individual Faculty Member's teaching load is determined to be reasonable within this context.

There are several factors that will influence an individual Faculty Member's annual teaching load. These factors include, but are not limited to:

- School and/or program teaching load average
- Class size
- Faculty member's experience
- New or novice faculty member
- New or existing course(s)
- Marking requirements
- Student needs (high-medium-low)
- **Office hours**
- Career and/or course counselling
- Projects
- Program and curriculum development
- Revision of existing material
- Professional Development
- Committee work
- Location

- 13.1.4** Where a **full** workload cannot be **specifically** identified prior to each academic year, the workload gap shall be agreed upon, and as per **13.1.3** the Faculty Member and the Department Chair(s) shall mutually agree what **types** of additional **responsibilities** could be assigned during the upcoming academic year to **arrive** at a full teaching workload.
- 13.1.5** It is also understood and agreed that any additional workload beyond what has been agreed upon in **13.1.3** and **13.1.4** shall be treated as overload and shall be paid according to **20.5.1.** and **20.5.2.**
- 13.1.6** Amendments to the workload shall be determined and signed off any time during the academic year by mutual Agreement between the Department Chair(s) and Faculty Member.
- 13.1.7** In the event that mutual Agreement cannot be achieved then the Dean or Director shall make a final decision.
- 13.1.8** Notwithstanding **13.1.7** the Faculty Member may file an appeal with the Vice President, Academic and he shall convene and chair a committee to hear the appeal. The appeal committee will consist of two Faculty Members appointed by the Faculty Association and one member appointed by the Vice President. A consensual decision of this committee shall be binding. The Faculty Member, the Dean and the Department Chair will attend the meeting to provide information only.
- 13.1.9** If a majority decision cannot be reached by the appeal committee then the Vice President, Academic will make the final binding decision.
- 13.2.1** A Faculty Member's teaching load will be as follows:
- Continuing Full-Time- **455 to 650** contact hours per academic year
 - Continuing Part-Time- **260 to 454** contact hours per academic year
 - Sessional Full-Time - **455 to 650** contact hours per academic year
 - Sessional Part-Time - fewer than **455** contact hours per academic year
- 13.2.2** Faculty Members shall not normally teach more than 22 contact hours per week except by mutual Agreement between the Department Chair(s) and the Faculty Member.

13.3 A Faculty Member who has a low annual teaching load may also undertake additional tasks as described in Clause 13.1.3 to top off his workload.

13.4 The workload for Full-Time Faculty Members hired as Counsellor, Public Services Librarian, Professional Development Officer or The Learning Centre Coordinator, shall be 35 hours per week.

ARTICLE 14 - UNIFORMS AND PROTECTIVE CLOTHING

14.1 Uniforms, coveralls, smocks or other such items shall be provided at the rate of at least one (1) per semester for the protection of the Faculty Members personal garments. Such items shall be provided, replaced and cleaned upon request of the Faculty Member.

14.2 Protective clothing and safety equipment shall be provided by the Board as required by the Occupational Health and Safety Act and the Regulations thereto.

ARTICLE 15 - SUBSISTENCE AND TRAVELLING ALLOWANCES

15.1 A Faculty Member who is authorized to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to reimbursement and compensation as set forth in the Regulations. Compensation incurred by the regulations shall be adjusted annually, on July 1, to reflect increases provided by Regulations Governing the Payment of Subsistence and Travelling Allowances pursuant to College policy.

15.2 The annual adjustment provided under Clause 15.1 shall be applied retroactively.

15.3 Any Faculty Member who changes his campus of assignment for a period of one Academic Year or more shall be compensated according to the Regulations governing the payment of subsistence and travelling allowances pursuant to College policy for any expenses incurred.

ARTICLE 16 - LEAVE WITHOUT PAY

16.1 Where operational requirements permit and with the approval of the appropriate Vice President, leave without pay may be granted in special circumstances to a Faculty Member. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

16.2 Time limits, pursuant to Clause 16.1, shall be waived when it can be established that the Faculty Member for acceptable reasons, was unable to be within the time limit specified.

16.3 A Faculty Member shall, pursuant to Clause 16.1, be granted a long term leave without pay for personal reasons for a period, normally, of one (1) year but not exceeding two (2) years from the date of leaving.

to the date of ~~return~~, provided he has continuing appointment ~~status~~ at the time of application.

- 16.4 Personal reasons shall ~~include~~ leave for purposes of self-actualization. It may also ~~include~~ other reasons, provided they are acceptable to the appropriate Vice President.
- 16.5 Any Faculty Member granted leave shall be considered a Faculty Member for the duration of his leave and the appropriate ~~Vice~~ President shall grant service time ~~as~~ provided under Clause 20.4.
- 16.6 The Employer shall ensure that a position no less favorable than the one held by the Faculty Member before commencing the leave of absence ~~is~~ made available ~~on~~ his return.
- 16.7 Notification of return or request for an extension of leave shall be given to the appropriate Vice President, no less than sixty (60) days prior to completion of the leave.

ARTICLE 17 – MATERNITY AND PARENTAL LEAVE

- 17.1.1 A pregnant Faculty Member who has been employed for at least fifty-two (52) consecutive weeks ~~is~~ entitled to maternity leave without pay.
- 17.1.2 The maternity leave is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery. A Faculty Member on maternity leave must take a period of leave of at least ~~six~~ (6) weeks immediately following the date of delivery, ~~unless the Faculty Member and the College mutually agree to shorten the period, in which case the Faculty Member must provide a medical certificate indicating that resumption of work will not endanger her health.~~
- 17.1.3 A pregnant ~~Faculty~~ Member must provide at least ~~six~~ (6) weeks written notice of the date she will start her maternity leave. Medical certification certifying that she is pregnant and giving the estimated date of delivery is required.
- 17.1.4 A Faculty Member not providing sufficient notice will be entitled to maternity leave if, within two (2) weeks after ceasing to work, she provides the College with medical certification indicating that ~~she~~ was unable to work due to a pregnancy related medical condition and the estimated or actual date of delivery.
- 17.1.5 If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of a Faculty member interferes with the performance of her duties, the College may give the Faculty Member written notice requiring her to ~~start~~ maternity leave.
- 17.2.1 A Faculty Member will be granted parental leave as follows:
 - a) a period of not more than ~~thirty-seven~~ (37) consecutive weeks immediately following the last day of ~~their~~ maternity leave;
 - b) a period of not more than ~~thirty-seven~~ (37) consecutive weeks within fifty-two (52) weeks after the child's birth, for a parent who has been

employed for at least fifty-two (52) consecutive weeks;

- c) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption, for a Faculty Member who is an adoptive parent and who has been employed for at least fifty-two (52) consecutive weeks.

17.2.2 If two (2) Lakeland College employees are parents of the same child only one (1) employee will be granted parental leave at a time.

17.2.3 A Faculty Member must normally provide the College with at least six (6) weeks written notice of the date they will start parental leave.

17.2.4 Written notice under Article 17.1.3 is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.

17.3 When a Faculty Member is on maternity and/or parental leave, the Board and Faculty Association will share the costs (50-50) associated with continuing their existing health and dental plan coverage for the period of leave.

17.4 A Faculty Member granted maternity and/or parental leave shall be returned to their former position or be placed in another position at the same salary level upon their return to work. The Faculty Member will be required to give four (4) weeks notice of their intention to return to work. The Board may defer a Faculty members return to work through a Leave Without Pay until the commencement of the next semester. Failure to give notice in writing four (4) weeks prior to the end of the scheduled leave, or failure to return to work on the date specified in the written notice, shall constitute an abandonment of position.

17.5 The Faculty Member must provide the College at least four (4) weeks written notice of the date on which they intend to resume work and in any event not later than four (4) weeks before the end of the leave period to which they are entitled or four (4) weeks before the date on which they have specified as the end of their leave period, whichever is earlier,

17.6 An employee who does not wish to resume employment after maternity or parental leave must give the employer at least four (4) weeks' written notice of intention to terminate employment

ARTICLE 18 -GRIEVANCE PROCEDURE

18.1.1 The Board recognizes the Faculty Association Grievance and Discipline Committee duly constituted according to the Constitution and By-laws of the Faculty Association as the official representative of the Faculty Association, and of any Faculty Member who asks for its assistance in processing a grievance as set forth in Clause 18.1.2.

18.1.2 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this

Agreement, or whether any such difference can be the subject of adjudication.

- 18.1.3** A grievance concerning the suspension, dismissal, discipline, or termination of employment of a Probationary, Sessional Full-time, or Sessional Part-time Faculty Member may be the subject of the grievance procedure except that the decision at Level I shall be final and binding.
- 18.2** A Faculty Association representative shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first notifying his supervisor.
- 18.3** A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. In the event this process does not resolve the issue, the following grievance procedure shall apply:
- 18.4.1** Level I
- 18.4.2** The Level I Grievance Officer shall be the Vice President, Academic (or designee).
- 18.4.3** If a Faculty Member, or a group of Faculty Members, has a grievance, the Faculty Member or group of Faculty Members shall submit to the Vice President, Academic a written statement of the grievance within fourteen (14) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.
- 18.4.4** The grievance must be signed by the Faculty Member(s) and the Faculty Association, and shall contain:
- a) the summary circumstances giving rise to the grievance;
 - b) the provision(s) of the Agreement considered violated; and
 - c) the particulars of the remedy sought.
- 18.4.5** The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render his written decision within twenty-eight (28) days of receipt of the grievance.
- 18.5.1** Level II
- 18.5.2** The Level II Grievance Officer shall be the President (or designee).
- 18.5.3** With the written approval of the Faculty Association, a Faculty Member not satisfied with the reply at Level I shall, within fourteen (14) days of receipt of that decision, submit his grievance in writing to the President.
- 18.5.4** The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render his written decision

within twenty-eight (28) days of receipt of the grievance.

18.6.1 Level III Arbitration

18.6.2 The notice of desire to submit the difference to arbitration must be filed within fourteen (14) days of receipt of the decision at Level II.

18.6.3 The notice shall contain a statement of the difference and name the Faculty Association's appointee to the Arbitration Board.

18.6.4 The Board shall, within five (5) working days of receipt of such notice, inform the Faculty Association of the name of its appointee to the Arbitration Board.

18.6.5 The two appointees so selected shall, within thirty (30) working days of the appointment of the second of them, appoint a mutually acceptable third person who shall be the Chairman.

18.6.6 If either of the parties to the grievance fails to name its appointee to the Arbitration Board within the time limits provided, such appointment shall be made by a Justice of the Court of Queen's Bench upon the application of the other party, giving three (3) clear days' notice of such application. Similarly, if the two appointees fail to agree upon a Chairman, the appointment shall be made by a Justice of the Court of Queen's Bench upon the application of either party upon three (3) clear days' notice to the other.

18.6.7 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:

- a) request the attendance of any witness it deems necessary;
- b) keep a record of the proceedings;
- c) request access to any documents or other materials relating to the dispute;
- d) correct any typographical error or omission in the Agreement or any previous award;
- e) make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.

18.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairman.

18.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.

22

- 18.9 Where a Faculty Member has been dismissed, the Arbitration Board may direct the Board to **reinstate** the Faculty Member and pay to him a sum equal to his salary loss by reason of **his suspension or dismissal** or such lesser sum as, **in** the opinion of the Arbitration Board, is fair and reasonable.
- 18.10 The following provisions apply to grievances under Clauses 2.4.3 and 10.6:
- a) A grievance launched pursuant to Clause 2.4.3 or **Clause 10.6** may at the option of the **grievor** be commenced pursuant to Clause 18.11.1;
 - b) Upon finding that Clause 2.4.3 has been breached, the Arbitration Board, in addition to other remedies available to **it**:
 - i) shall Issue a **directive** directing the Board, the Faculty Association, or the authorized representative **concerned**, to bargain **in** good faith and make every reasonable effort to enter into a **collective** Agreement, and
 - ii) may prescribe the procedure or **conditions** under which the collective bargaining is to take place.
 - c) Upon finding that Clause 10.6 has been breached, the Arbitration Board, in addition to other remedies available to **it** may rectify the act in respect to which the grievance is made, and without restricting the foregoing, the Arbitration Board may issue a directive to the Board to cease doing the act in respect of which the grievance was made.
- 18.11.1 **Mediation Option Prior to Level III**
- 18.11.2 During the fourteen (14) day period **in** Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend **in writing** that they wish to refer the grievance to **mediation** according to the following procedure.
- 18.11.3 The party to whom the notice **is** given has seven (7) working days to accept or reject the recommendations. Grievances **will** be referred to mediation only **if** both parties so agree.
- 18.11.4 The two parties will exchange **lists** of potential mediators. Failing to reach an Agreement within seven (7) days, they shall **jointly** request the Alberta Arbitration and Mediation Society to appoint a Mediator.
- 18.11.5 Upon the appointment of a Mediator, the Alberta Arbitration and Mediation Society shall notify the Board and the Faculty Association accordingly.
- 18.11.6 The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.
- 18.11.7 The Mediator shall, in such manner as he sees fit, without delay, enquire **into** the dispute and endeavor to resolve **it** by:
- (a) hearing representations from the parties;
 - (b) mediating between the parties;

(c) encouraging the parties to resolve the grievance.

18.11.8 The Mediator will provide the parties with a report outlining the basis for settlement. The Mediator's recommended settlement will not set a precedence.

18.11.9 The mediation process shall conclude with one of the following options:

(a) Settlement of the grievance according to terms agreed by the parties during the mediation process.

(b) A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.

18.11.10 If no settlement is reached at mediation, the fourteen (14) days to refer a grievance to Level III will commence from the date the mediation is concluded.

18.12.1 **Time Limits**

18.12.2 If the Faculty Association fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.

18.12.3 If the Board fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.

18.12.4 The time limits may be extended by mutual Agreement in writing.

ARTICLE 19 SPECIAL LEAVE

19.1 The Board shall grant military leave to a Faculty Member:

a) Where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency

b) Where during a national emergency he volunteers for service, or is conscripted into the armed forces for the duration of the emergency;

c) Where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

19.2 A Faculty Member shall not be required to forfeit any of his vacation entitlements. However, this section does not preclude the Faculty Member from using vacation leave for the purpose of attending military training.

19.3 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

19.4 When a Faculty Member has been granted military leave in accordance with Clause 19.1 and that Faculty Member produces a letter from National Defence Headquarters to the Board of Governors, stating the amount paid by the Department of National Defence to such a Faculty Member, that Faculty Member shall receive his full rate of pay from the Board, less the amount he received from the Department of National Defence.

19.5 When a Faculty Member is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce College records, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Board.

19.6 When a Faculty Member is subpoenaed as a witness in his private capacity he shall be allowed leave with pay, but any witness fee received by him shall be paid to the Board.

19.7 A Faculty Member not on leave of absence without pay, shall be granted upon application, special leave at his basic rate of pay. The circumstances under which special leave is granted, subject to Clause 19.8, and the corresponding maximum number of work days are allowed as follows:

- a) illness within the immediate family - five (5) days;
- b) bereavement within the immediate family - ten (10) days;
- c) bereavement - three (3) days;
- d) travel time for illness within the immediate family or bereavement - two (2) days, or more if required;
- e) administration of estate - two (2) days;
- f) moving household effects - one (1) day;
- g) disaster conditions - two (2) days;
- h) write examination(s) - two (2) days;
- i) attend funerals as pall bearer or mourner - one (1) day;
- j) be present at birth or adoption proceedings of an Employee's child - four (4) days;
- k) attend formal hearing to become Canadian citizen one (1) day.

19.8 For purposes of determining eligibility for special leave under Clause 19.7 the following provisions shall apply:

- a) Immediate family shall mean - Spouse (including common-law spouse), son, daughter, mother, father, brother or sister;
- b) Bereavement - leave of absence shall be granted
 - i) pursuant to Clause 19.7 (b), in the event of death within the Employee's immediate family;
 - ii) pursuant to Clause 19.7 (c), in the event of death of any of the following relations of an Employee or spouse (including common-law spouse), parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of the aforementioned;
- c) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- d) Administration of estate shall apply only when a Faculty Member has been designated as an executor of the estate of the deceased;
- e) Moving of household effects shall apply to a Faculty Member who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours. In the event of a Faculty Member's normal place of employment being moved

outside the municipal area, the normal moving allowance shall apply;

- f) Disaster conditions shall apply for a critical condition in a disaster (flood, fire) which cannot be served by others or attended to by the Faculty Member at a time when he is normally off duty.

- 19.9 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave may be granted more than once for the same circumstance within a fiscal year, provided the total special leave granted does not exceed twelve (12) working days per fiscal year, unless additional special leave is approved by the Board. This entitlement will be prorated for those eligible employees who commence employment other than at the commencement of a fiscal year.
- 19.10 Two (2) additional weeks notice may be required for leave requested under Clause 19.7 (e), (f), (h), (k).
- 19.11 The Faculty Member shall not suffer any loss of pay, or any other benefit or privilege of this contract in the event that the Board declares a special leave.

ARTICLE 20 - CONDITIONS GOVERNING SALARY ENTITLEMENT

- 20.1 All full-time Faculty Members will be paid in accordance with the following salary grids:

July 1, 2001 – June 30, 2002 SALARY GRID		July 1, 2002 – June 30, 2003 SALARY GRID	
1.0	35,830	1.0	37,263
1.5	36,658	1.5	38,124
2.0	37,483	2.0	38,982
2.5	38,291	2.5	39,822
3.0	39,119	3.0	40,683
3.5	39,943	3.5	41,541
4.0	40,752	4.0	42,382
4.5	41,580	4.5	43,243
5.0	42,407	5.0	44,103
5.5	43,230	5.5	44,959
6.0	44,038	6.0	45,799
6.5	44,865	6.5	46,659
7.0	45,739	7.0	47,569
7.5	46,498	7.5	48,358
8.0	47,308	8.0	49,200
8.5	48,151	8.5	50,077
9.0	48,942	9.0	50,900
9.5	49,785	9.5	51,776
10.0	50,594	10.0	52,618
10.5	51,420	10.5	53,476
11.0	52,245	11.0	54,335
11.5	53,071	11.5	55,194
12.0	53,864	12.0	56,018

July 1, 2001 – June 30, 2002 SALARY GRID (continued)		July 1, 2002 – June 30, 2003 SALARY GRID (continued)	
12.5	54,688	12.5	56,876
13.0	55,514	13.0	57,735
13.5	56,324	13.5	58,577
14.0	57,166	14.0	59,452
14.5	57,963	14.5	60,282
15.0	58,761	15.0	61,111
15.5	59,580	15.5	61,963
16.0	60,399	16.0	62,815
16.5	61,219	16.5	63,667
17.0	62,037	17.0	64,519
17.5	62,857	17.5	65,371
18.0	63,676	18.0	66,223
18.5	64,492	18.5	67,072
19.0	65,312	19.0	67,924
19.5	66,130	19.5	68,776
20.0	66,949	20.0	69,627

- 20.1.1 July 1, 2002 – 2003 – Whereas there may be an Increase in the Institutions operational base budget of greater than 5%, salary Increases beyond 4%, will be reopened for further negotiation.
- 20.1.2 July 1, 2003 – The adjustment shall be the average of negotiated or arbitrated salary grid settlements of all Alberta Public Colleges and Technical Institutes as at June 1, 2003. The number of settlements used to calculate the mean shall not be less than 6. In the event that this minimum number is not available on June 1, 2003 then the calculation shall be deferred until the requisite numbers are available. Notwithstanding this mathematical calculation, the minimum adjustment to the grid for the year July 1, 2003 to June 30, 2004 shall *not* be less than 3%.
- 20.1.3 In the event of any disagreement between The Board and The Faculty Association regarding the July 1, 2003 adjustment to the grid Article 18.11.1 may be Invoked with the mediated decision binding on both parties.
- 20.2 In the case of appointments of Faculty Members with unique or special skills, the Board reserves the right to pay in excess of the ranges and increments set forth here.
- 20.2.1 Faculty members in Continuing Full-Time positions shall, on their hiring anniversary date, receive one (1) full step on the salary grid, subject to Clause 20.2.7.
- 20.2.2 Faculty members in Continuing Part-Time positions shall, on their hiring anniversary date, receive an increase to the nearest half-step on the salary grid, based on teaching load, and subject to Clause 20.2.7.
- 20.2.3 Seasonal Full-Time Faculty Members shall, upon subsequent appointment, be advanced one (1) full step on the salary grid, subject to Clause 20.2.5 and Clause 20.2.7.

29

- 20.2.4 In determining increments for post-secondary teaching or other relevant work experience, the maximum experience recognized for placement purposes shall be one (1) year in any twelve-month period.
- 20.2.5 Previous post-secondary teaching for instructional staff and/or relevant work experience for professional resource staff shall be recognized at a ratio of one (1) increment for each year of such experience.
- 20.2.6 The maximum experience increments attainable by a Faculty Member is thirteen (13) full steps beyond the grid placement based on academic qualifications, as per Clause 20.3.
- 20.2.7 Clause 20.2.6 applies to offers of employment made after May 31, 1990.
- 20.2.8 Faculty Members employed as of May 31, 1990 will be eligible to proceed to step 15, or their salary grid placement based on academic qualifications, as per Clause 20.3, plus thirteen (13) experience increments, whichever is greater.
- 20.3 Salary grid placement based on academic qualifications:
 - 20.3.1 All academic qualifications reference credentials as conferred by Alberta Post Secondary Institutions or Departments, or their equivalents. Relevant qualifications shall be recognized according to the following schedule:

Increment- Post-Secondary Education

- 1.0 - College Diploma; or
- Journeyman's Certificate.
- 1.5 - Two or more Journeyman's Certificates; or
- Two or more College Diplomas.
- 2.5 - 4 year Bachelor's Degree.
- 3.5 - 4 year Bachelor's Degree plus one full year of University.
- 4.0 - Two Bachelor's Degrees; or
- A Bachelor's Degree plus one year of academic qualifications towards a Master's Degree.
- 5.0 - A Master's Degree.
- 6.0 - Two Master's Degrees.
- 7.0 - Doctorate Degree
- 20.3.2 It is recognized that other educational and training qualifications should be considered by the Selection Committee for placement and advancement on the grid. Professional designations that are relevant to an academic department and pertain to teaching assignments shall be recognized for grid advancement. Faculty Members who feel they have advanced their academic credentials may, in writing, ask the Selection Committee to consider their request. Recommendations shall be made by the

- Selection Committee to the Vice President, Academic.
- 20.3.3** An Educational Qualifications Review Committee will be established, consisting of the Academic Vice President as Chair, two Deans and two members of the Faculty Association. All appeals regarding placement or advancement on the grid shall be made to this committee and its decision shall be final and binding.
- 20.3.4** Placement at 1.0 of the salary grid shall be contingent upon attainment of fourteen (14) years of scholastic achievement Experience used for the purpose of placement at 1.0 of the salary grid shall not be considered for incremental purposes.
- 20.4** After his initial appointment, when a Faculty Member completes requirements for an additional qualification increment, as specified in Clause 20.3, he shall have his qualifications adjusted for salary purpose according to the terms of this Agreement. Such resulting adjustments shall be made effective the 1st day of the month following the presentation of acceptable proof of attainment of the additional qualifications to Human Resources.
- 20.5** Continuing Faculty Members and Sessional Full-Time Faculty Members who exceed a full workload as determined through Clause 13.1.3, shall be paid at the overload rate of pay.
- 20.5.1** Overload payment for teaching will be based on a rate of 1/650 of the Faculty Member's salary grid placement for each hour of teaching overload. This rate includes paid holiday pay and annual vacation entitlement.
- 20.5.2** Where overload arises due to other workload assignments, there shall be mutual agreement between the Department Chair and the Faculty Member as to the level of overload and the equivalent number of hours to be paid at a rate of 1/650 of the Faculty Member's salary grid placement. This rate includes paid holiday pay and annual vacation entitlement.
- 20.5.3** Overload shall be calculated and paid by the end of each fiscal year.
- 20.6** The Board shall pay each Faculty Member his salary entitlement no later than two (2) banking days before the end of each month.
- 20.7.1** Department Chair(s) shall receive a modifier equal to \$3,600 per annum over and above present gross salary, and a minimum reduction of their teaching load by twenty-five (25) percent.
- 20.7.2** If a Department Chair feels that the amount of time spent on administrative duties as outlined in the job description requires a teaching load reduction in excess of 25 percent, he can recommend a more appropriate reduction to his Dean or other supervisor.
- 20.8.1** Faculty Members hired on a Sessional Full-Time appointments shall earn salary on the basis of:

~~Length of appointment in days~~ x Annual grid placement
261

20.8.2 Faculty Members hired on a Continuing Part-Time appointment shall ~~earn~~ salary as a percent of the yearly salary on ~~the~~ grid. The percent shall be their ~~initial~~ assigned teaching load each academic year divided by 650. Instructional hours ~~assigned~~ after ~~the~~ Initially assigned teaching load shall be paid at the rate of ~~1/650~~ of ~~the~~ Faculty Member's salary grid placement ~~Inclusive~~ of paid holidays and annual vacation entitlement

20.8.3 Faculty Members hired on a Sessional Part-Time appointment shall be paid according to the following grid:

July 1, 2001 – June 30, 2002

	Grid A	Grid B
<Diploma/Journeyman	\$24.37	\$29.96
Diploma/Journeyman	\$26.61	\$32.18
Bachelor's Degree	\$28.29	\$33.87
Master's Degree	\$31.11	\$36.64
Doctorate Degree	\$33.29	\$38.89

	Grid A	Grid B
<Diploma/Journeyman	\$25.35	\$31.16
Diploma/Journeyman	\$27.68	\$33.47
Bachelor's Degree	\$29.42	\$35.22
Master's Degree	\$32.36	\$38.11
Doctorate Degree	\$34.63	\$40.44

July 1, 2003 - June 30, 2004

Appropriate hourly rates will be determined in accordance with the methodology identified in Article 20.1.1.

These hourly rates include twenty percent in lieu of paid holidays and annual vacation entitlement.

Placement on Grid B will normally follow the completion of five (5) years of related experience. Generally, credit shall be one (1) year for one (1) year except that related non-teaching experience will be one (1) year for every two (2) years of experience.

As a general guideline, the hours of employment of a Sessional Part-Time instructor hired to teach in a normal classroom situation, will be based on the premise that for every hour in the classroom, there is an additional hour of employment associated with such work as preparation, development, marking, office time, and department meetings.

20.8.4 Faculty Members hired as Counsellor, Public Services Librarian, or Learning Centre Coordinator on a Continuing Part-Time appointment shall earn salary as a percentage of the yearly salary on the

grid. The percent shall be their initial assigned weekly hours divided by 35. Additional hours assigned after the Initial assignment shall be paid as per 20.8.5.

- 20.8.5 Faculty Members hired as Counsellor, Public Services Librarian, or Learning Centre Coordinator on a Sessional Part-Time appointment shall be paid on the basis of an hourly rate plus 20 percent in lieu of paid holiday and annual vacation entitlements. The hourly rate will be based on the following calculation:

$$\text{Hourly rate of pay} = \frac{\text{Yearly salary and placement}}{(261 \text{ days per year} \times 7 \text{ hours per day})}$$

- 20.9 No Faculty Member shall have his salary reduced as a result of a change in working conditions, duties or relocation on a pay grid. In the event that a faculty member is reclassified, reassigned or demoted to another position (pursuant to Article 7) by the College, the Incumbent shall remain at his present salary but will forfeit all salary adjustments until such time as the salary in the new position is reached or exceeded. This clause does not apply to the Department Chair stipend as per Clause 20.7.1.

ARTICLE 21 - PAID HOLIDAYS

- 21.1 Faculty Members are entitled to one day's paid leave for each of the following holidays:
- | | | |
|----|----------------|-----------------------|
| a) | New Year's Day | Civic Holiday (1 day) |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
- b) Employees shall be granted the work days from December 24 to January 2 Inclusive as Christmas leave.
- c) Annual vacation leave entitlement shall not be reduced by taking Christmas leave.
- 21.2 If a municipality does not proclaim a Civic Holiday as specified in Clause 21.1 above, the first Monday in August shall be observed as such holiday.
- 21.3 When a day designated as a holiday under Clause 21.1 above falls during a Faculty Member's work week and a Faculty Member is not required to work the Faculty Member shall be granted holiday leave on the day observed as the holiday.
- 21.4 Notwithstanding Clause 21.3 above, a Faculty Member employed in a continuous operation whose regular day off falls on an observed holiday shall receive two (2) days off in lieu at his regular rate.
- 21.5 When a Faculty Member works on a day observed as a holiday in a continuous operation which does not shut down for the holiday, or where an Employee is required to work on the day observed as the holiday, the Faculty Member shall receive in addition to his regular pay, two (2) days off in lieu with pay at his regular rate.

- 21.6 When two (2) days ~~off~~ ~~In lieu~~ are granted under Clause 21.5, Faculty Members not employed in continuous operations shall have the days off scheduled at a time mutually agreeable to the Faculty Member and the Board. Faculty Members employed in continuous operations shall have the opportunity to elect to have the alternate days off scheduled in conjunction with their regularly scheduled days of rest, or subject to Clause 21.7 below, to take these days in conjunction with their next annual vacation.
- 21.7 Where a Faculty Member employed in continuous operations exercises an election under Clause 21.6 above, he shall advise the Employer of his choice of election for the following year, not later than December 31, except that a new Faculty Member shall make this election prior to the first holiday for which he is eligible.
- 21.8 Requests for leave without pay on religious holidays will be considered provided adequate notice of the request is given.

ARTICLE 22 - VACATION LEAVE

- 22.1.1 Each Faculty Member shall:
 - a) accrue vacation leave at a rate of 4.0833 days per month, with the annual vacation entitlement to be taken consecutively, except by mutual consent;
 - b) if employed at the maximum salary rate for more than one (1) year, accrue vacation leave at a rate of 4.5 days per month;
 - c) be paid for any leave earned but not taken at the time of termination.
- 22.1.2 Where normal summer holidays conflict with course timetabling, a Faculty Member may be required to take up to a maximum of five (5) days at a more convenient, mutually agreeable, time of the year, or the Board may purchase the five days from the faculty member involved.
- 22.1.3 Where normal summer holidays conflict with course timetabling and Department Chair responsibilities, a Department Chair may apply to the Dean to have up to twenty (20) work days vacation per academic year purchased by the Board.
- 22.2 When a Faculty Member is transferred to a position entitled to vacation under this Article, any vacation leave entitlement earned under Article 12 of the Contract, shall remain in effect until received. Leave under this Article shall be earned on and from the date of transfer. Vacation leave earned prior to being transferred to a position entitled to vacation under this Article shall be taken.
- 22.3 When a Faculty Member is transferred to a position not entitled to vacation under this Article, any entitlement earned under this Article shall remain in effect until taken.
- 22.4 Vacation leave entitlement shall be earned during the first forty-five (45) consecutive work days of

authorized sick leave but no such entitlement shall be earned in respect of the remainder of each such period of leave.

- 22.5 Vacation leave entitlement shall be earned when Employees are absent for work days spent on Board authorized committees and for time spent meeting with the Board during formal negotiation of a Collective Agreement

ARTICLE 23 - ASSOCIATION MEMBERSHIP AND DUES CHECK OFF

- 23.1 All Faculty Members shall be required to pay Association dues. The Board shall, therefore, as a condition of employment, deduct each month the amount of dues, as set by the Association from time to time, from the pay of all Faculty Members covered by this Agreement
- 23.2 The Board shall remit Association dues deducted from the pay of all Faculty Members, to the Association by the first working day after the fifteenth calendar day of the following month. Where an accounting adjustment is necessary, to correct an under or an overpayment of dues, it shall be effected in the succeeding month.
- 23.3 Deductions remitted shall be accompanied by particulars identifying each Faculty Member, showing Employee number, name and amount of dues deducted.
- 23.4 The Association shall advise the Board, in writing, of any change in the amount of dues to be deducted from the Faculty Members covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of change.
- 23.5 The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.
- 23.6 Deductions for Association dues shall be included on the members' T4 slips.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

- 24.1 The Board of Governors shall provide \$263,056 for faculty professional development during the 2001/2002 academic year, and \$273,578 for faculty professional development during the 2002/2003 academic year, to be distributed as follows:
- a) \$223,598 in 2001/2002, and \$232,541 in 2002/2003, for use on long and short-term professional development as per this Article;
 - b) \$39,458 in 2001/2002, and \$41,037 in 2002/2003, for an in-service professional development program.
- 24.2 The total Professional Development monies allocated in any one year shall be determined by increasing or decreasing the previous year's

allocation by the percentage change to the faculty salary grid agreed to for the year.

- 24.3.1 The Professional Development Fund will fund long-term and short-term Professional Development Programs.
- 24.3.2 Long-term Professional Development shall be administered by the Board with recommendations submitted by Academic Council.
- 24.3.3 Short-term Professional Development will be the responsibility of the Academic Vice President in cooperation with the Faculty Short-term Professional Development Committee.
- 24.4 The in-service professional development program will be coordinated by a Professional Development Officer under the direction of the Academic Vice President. Funds for the salary of the Professional Development Officer will come from the in-service professional development fund. Unexpended monies from this in-service professional development fund will be carried over from one year to the next year.
- 24.5 The Professional Development Officer will be a Member of the Faculty Association.
- 24.6 The Academic Vice President will draft the job description and hiring procedure for the Professional Development Officer in consultation with the Faculty Association.
- 24.7 The Faculty Association shall make recommendation to the Academic Vice President as to potential candidates.
- 24.8 Unspent money in the Professional Development Fund shall be carried over from one year to the next year.
- 24.9 Detailed reports shall be sent to Academic Vice President and Faculty Executive not less than once per two month period.

ARTICLE 25 -- LONG TERM PROFESSIONAL DEVELOPMENT

- 25.1.1 The amount of the Long Term Professional Development (LTPD) fund in any fiscal year shall be no less than fifty (50) percent of the amount in Clause 24.1a).
- 25.1.2 LTPD funds not allocated by April 15 may be expended on short-term activities by mutual Agreement between the Faculty Association and the Board.
- 25.2 A Faculty Member shall submit, no later than eight (8) months prior to the date on which he wishes to commence his LTPD, an application to Academic Council.
- 25.3.1 Academic Council will ensure the applicant is notified of its decision no later than six (6) months prior to the date the LTPD is to commence.

- 25.3.2 Notwithstanding Clause 25.2 and Clause 25.3.1, Academic Council may allow for shorter notice either prospectively or retrospectively as It deems necessary.
- 25.4 During LTPD leave the Faculty Member shall receive normal benefits and at least eighty-five (85) percent of his normal salary.
- 25.5 Unless otherwise approved by Academic Council such LTPD shall be of a maximum of twelve (12) months and a minimum of six (6) weeks.
- 25.6 Once LTPD leave has been authorized for a Continuing Faculty Member there is an obligation to ensure that a position no less favourable than the one held by the Faculty Member before commencing the LTPD leave is made available on his return.
- 25.7 The period of time during which a Faculty Member is on LTPD leave is to be counted as service time under the Collective Agreement
- 25.8.1 A Faculty Member who has been on LTPD leave will return service to the College on the basis of two (2) times the length of the leave, with a minimum return service commitment of one semester.
- 25.8.2 A faculty Member who has received LTPD support, but who has not been on a leave, will return service to the College for a minimum of one semester. The LTPD Committee will apply the guidelines approved by Academic Council for determining additional return service.
- 25.8.3 A Faculty Member not fulfilling all or part of his return service commitment to the College following LTPD support, shall reimburse or make arrangements to reimburse on a pro-rata basis the LTPD fund in a manner satisfactory to Academic Council for monies paid for LTPD. Such repayments or arrangements to repay must be made within a period of six (6) months of failing to honour the return service commitment
- 25.9 Approved LTPD expenses shall be borne by the LTPD fund.

ARTICLE 26 - BENEFITS

- 26.1 **Long-term Disability Insurance (LTDI)**
- 26.1.1 The Board will effect and maintain a Long-Term Disability Plan pursuant to the contract of Insurance for long-term disability mutually agreeable between the parties hereto which such long term disability insurance and plan contained therein will cover all Faculty Members subject to this Collective Agreement.
- 26.1.2 The Faculty Member shall pay the total premium costs of providing benefits pursuant to long-term disability Insurance.
- 26.1.3 An eligible Faculty Member who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of one hundred and thirty (130) consecutive work days or six (6) consecutive months, whichever is the shorter

35

period, may apply for the long term disability benefits as provided under the LTD Plan.

26.1.4 Long-Term Disability benefits payable under the provisions of the LTD Plan, will entitle a Faculty Member, with a qualifying disability, to a total income, from sources specified under the plan, of not less than seventy percent (70%) of his normal salary earned as a Faculty Member at the time of commencement of absence pursuant to Clause 26.1.3.

26.1.5 The maintenance and payment of premium costs of the Long-Term Disability Insurance applicable to Faculty Members covered by this Agreement shall not be altered except through mutual Agreement In writing of the parties to this Agreement

26.1.6 A Faculty Member who received LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Faculty Member is receiving LTD benefits and the Board and Faculty Member premium contributions, if applicable, shall be paid solely by the Board.

26.1.7 The parties to this Agreement acknowledge that the Board may terminate a Faculty Member receiving benefits under the contract of long-term disability insurance and whose disability has been prognosed by a third party medical adjudicator to be for an indefinite term provided, however, that should the Faculty Member be able to return to work within the life of the Agreement, then, and in that event, the Board shall assure the Faculty Member the return of his position occupied at the time the Faculty Member commenced receiving the long-term disability benefits. it being further recognized between the parties herein that should the Faculty Member be able to return to work subsequent to the conclusion of this Agreement, then, and in that event, the Board shall make every effort to locate employment for the Faculty Member in a position similar to that occupied by the Faculty Member at the time he commenced receiving long-term disability benefits with it being further understood that the placement or non-placement of such Faculty Member to such similar position is a matter subject to grievance.

26.2 Health Plan Benefits

26.2.1 The Board shall pay the total premium costs of the Alberta Health Care Insurance Commission and Extended Medical Plan for all full-time continuing Faculty Members, their spouses, children and dependents.

26.2.2 The Board shall pay one-half the total premium costs of the Alberta Health Care Insurance Commission and Extended Medical Plan for part-time continuing appointments and a prorated amount for full-time sessionals proportionate to the length of employment, if eligible as determined by the terms and conditions of the plan.

26.2.3 Part-time sessionals may participate in Alberta Health Care Insurance Commission and Extended Medical Plan by paying the entire cost of the

premiums, if eligible as determined by the terms and conditions of the plan.

26.2.4 A Faculty Member on ~~College~~ business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by this Agreement

26.3 Group Life

26.3.1 Participation In the Group Life Insurance Plan is a condition of employment for the following categories of Faculty Members who commenced employment on or after December 1, 1978:

Continuing full-time
Continuing part-time
Sessional full-time

26.3.2 The Board shall pay the total premium cost for \$75,000 of basic life coverage for continuing full-time Employees.

26.3.3 The Board shall pay one-half the total premium cost for \$75,000 of basic life coverage for continuing part-time Faculty Members and a prorated amount for full-time sessionals proportionate to the length of employment.

26.3.4 Part-time sessionals may participate in the Group Life Insurance Plan by paying the total premium cost for \$75,000 of basic life coverage, if eligible as determined by the terms and conditions of the Plan.

26.3.5 The Board shall make available, a Supplemental Life Insurance Plan for an amount not greater than \$50,000, which the Faculty Member may elect and pay for through payroll deduction.

26.4 Accidental Death and Dismemberment

26.4.1 The Board shall maintain a Master Insurance Policy for all Faculty Members covered by this Agreement that provides Insurance coverage up to a maximum principle sum of \$250,000 in the event of each accidental death or dismemberment. The total premium cost of this policy shall be paid by the Board. The Board shall provide the Association with a copy of the policy and any letter of intent issued by the insurer.

26.4.2 The total premium cost of this policy shall be paid by the Board for full-time continuing members. The Board shall pay one-half of the total premium cost of this Policy for continuing part-time members and a prorated amount for full-time sessional members proportionate to the length of employment

26.4.3 Part-time sessionals may participate in the Accidental Death and Dismemberment Plan by paying the total premium cost, if eligible as determined by the terms and conditions of the Plan.

26.5 The Board shall provide general liability Insurance coverage for all Faculty Members covered by this Agreement while engaged in the scope of their duties.

37

26.6 The terms and conditions of all insurance policies and benefits maintained by the College on behalf of its Faculty Member shall be by mutual written Agreement of the Board and the Faculty.

26.7 The Board shall bear any and all costs associated with proof of insurability and arbitration of grievance against policy carriers agreed to in this contract.

26.8 Notwithstanding Clause 26.9.1, in the event of any dispute arising from the aforesaid, the Faculty Member shall not be made to suffer any loss of salary, benefits, privileges, increments or rights pursuant to this Agreement until such time as mutually agreed to or awarded by arbitration.

26.9 Dental Plan

Specific carrier to be determined following investigation and mutual Agreement by the Board and the Faculty Association.

26.9.1 The Plan shall commence effective September 1, 1983. The Plan shall not cover the cost of any dental services provided prior to that date or prior to the date a Faculty Member and the Faculty Member's dependents, if any, become eligible for coverage.

26.9.2 The Board will pay the entire premium cost for the Dental Plan for continuing full-time Faculty Members. One-half the total premium cost of this Plan will be paid for by the Employer for continuing part-time Faculty Members Employees and a prorated amount for full-time sessionals, proportionate to the length of employment.

26.9.3 Part-time continuing and full-time sessionals will be covered by this plan, if eligible as determined by the terms and conditions of the plan.

26.9.4 Part-time sessionals may participate in the Dental Plan by paying the total premium cost, if eligible as determined by the terms and conditions of the Plan.

26.9.5 A Faculty Member will be eligible to participate in the Dental Plan:

- a) on September 1, 1983, if he has been continuously employed as a full-time Faculty Member since September 1, 1982;
- b) on the date following September 1, 1983, that the Faculty Member completes twelve (12) consecutive calendar months of employment with Lakeland College.

26.10 Notwithstanding the previous provisions of this Article concerning the Board's obligation to pay benefit premiums, the Board shall be obligated only to pay a monthly premium cost up to the maximum of each benefit premium cost as of June 30, 2001, for each participating Employee.

ARTICLE 27 - ILLNESS LEAVE**27.1 Casual Illness**

27.1.1 "Casual Illness" means an illness which causes a Faculty Member to be absent from duty for a period of three (3) consecutive work days or less, If a Faculty Member is ill at work or requires time off for the purposes of attending a dental, physiotherapy or medical appointment, provided he has been given prior authorization by the Employer and he works one hour in the half day he is absent for these purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment.

27.1.2 At the commencement of each fiscal year a Faculty Member shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day, or portion of a day, of casual illness used, shall be deducted from the remaining casual leave entitlement for that fiscal year.

27.2 General Illness

27.2.1 "General Illness" means an illness which causes the Faculty Member to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed one hundred and thirty (130) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clause 27.1.

27.2.2 A Faculty Member at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 27.2.3 herein:

- a) Illness commencing in the first month within the first year of employment: no salary for each of the first ten (10) work days of illness and thereafter seventy (70) percent of normal salary for one hundred and twenty (120) work days of illness;
- b) For Continuing Faculty Members, illness commencing during the probationary period but following the first month of employment; and for Sessional Full-Time Faculty Members, following the first month of employment one hundred (100) percent of normal salary for each of the first twenty (20) work days of illness and seventy (70) percent of normal salary for each of the next one hundred and ten (110) work days of illness;
- c) Illness commencing during the permanent or continuing status period: one hundred (100) percent of normal salary for each of the first one hundred and thirty (130) work days of illness;
- d) For purposes of Clause 27.2.2 above, "employment" includes salaried employment and also any prior employment on wages provided that there is not a break in service.

27.2.3 A Faculty Member, upon return to active work after a period of General Illness of fewer than one hundred and thirty (130) consecutive work days, will have any illness leave days used for which normal salary was

paid at the rate of 100% reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used, for which normal salary was paid at the rate of 70%, shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.

- 27.2.4** For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and thirty (130) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 26.
- 27.2.5** A Faculty Member is not eligible to receive sick leave benefits under this Article if the absence is due to an intentional self-inflicted injury.
- 27.2.6** When a day designated as a Paid Holiday under Article 21 falls within a period of general illness it shall be counted as a day(s) of general illness. Under no circumstances shall a Faculty Member be authorized both a day(s) of general illness and a holiday(s) for the same day(s).
- 27.2.7** Clause 27.2 is subject to Clause 27.3.
- 27.2.8** A Faculty Member on professional development shall be entitled to all benefit(s) pursuant to this Article.
- 27.3** Proof of Illness
- 27.3.1** A Faculty Member may be required to provide proof of illness upon return to work where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate or a sworn statutory declaration. The Employer may also require the Faculty Member to submit proof of attendance at a medical, dental, or optical appointment when time off from work is granted to attend such appointments.
- 27.3.2** For any absence under Clause 27.2 (General Illness) the Faculty Member shall provide a medical certificate. In addition the Faculty Member may be required to provide, in advance of returning to the workplace, a medical certificate of fitness to return to work.
- 27.3.3** The Board may require that a Faculty Member be examined by a Medical Board:
- a) in the case of prolonged or frequent absence due to general illness;
 - b) when it is considered that a Faculty Member is unable to satisfactorily perform his duties due to disability or illness. The report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.
- 27.3.4** Pursuant to Clause 27.3.3, a Faculty Member shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Faculty Member's physician.

- 27.3.5** Where a Faculty Member has been examined by a Medical Board and is also applying for LTD benefits, a copy of the report of the Board shall be considered as part of the Faculty Member's application.
- 27.3.6** The Parties agree that all benefits as provided in Article 27 are Intended only for the purpose of protecting a Faculty Member from loss of Income when the Faculty Member is ill.
- 27.4** **Medical Examinations**
- 27.4.1** Where the Employer requires a Faculty Member to undergo periodic compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This clause does not apply to proof of Illness as required under Clause 27.2 of this Agreement

ARTICLE 28 - COPYRIGHT

28.1 Definitions

- 28.1.1** "Copyright" bears the same meaning throughout as in the Copyright Act (Canada).
- 28.1.2** "Work" bears the same meaning throughout as in the Copyright Act (Canada).
- 28.1.3** The "Educational Program" includes all Intramural credit courses, evening credit courses, summer school and spring session courses.
- 28.1.4** "Public Domain" means all extramural courses, non-credit courses, other educational institutions, the public at large, whether as individuals or organizations.
- 28.2** Where a Faculty Member produces copyright material while in the employ of Lakeland College, he shall be entitled to the full provisions of copyright and the College shall waive any and all right to copyright in a work produced by that Faculty Member provided, however, that such waiver shall not apply in the case of work provided by a Faculty Member who has been engaged by the College to prepare works for the College or part of whose normal responsibilities to the College is to prepare such works.
- 28.3** With respect to any and all material, whether in print or electro-media, a Faculty Member agrees to make available to Lakeland College, for its educational program, without payment of royalty but at the expense of the College, copies of any work produced by the Faculty Member in the course of his employment and involving the use of College production facilities or funds, provided that such commitment does not interfere with other contractual obligations governing the use of the material.
- 28.4** Where a Faculty Member shares copyright with one or more persons in any material produced with the use of College production facilities or funds, the Faculty Member shall ensure that any contract entered into respecting copyright, guarantees use of the material, without payment of royalty, to the College for its educational program.

28.5 Where a Faculty Member has copyright in a work produced in whole or in part with the assistance of College facilities or funds then the Faculty Member shall:

- a) Enter into a contract with the College, such contract to establish at least fee or royalty, duration of use, editorial control, audience.
- b) Grant to the College a license to use the work, including the right to grant others the right to use the work according to the Agreement established in Clause 28.5 (a). The Faculty Member shall have the right to restrain the use of his copyrighted material in the event that the College wishes to distribute such material to third parties outside the institution in a manner not provided for in the contract or licence and the College shall secure written permission with a copy to the Lakeland College Faculty Association from the Employee prior to any such arrangement
- c) Agree with the College that upon receipt of fees, the same will be divided between the College and the Faculty Member according to the contract provided for in Clause 28.5 (a).

28.6 The College has no obligation to maintain, store or otherwise keep or care for works produced by Faculty Members provided that the College may retain copies of works, if it sees fit, and will on the request of the Faculty Member, retain a master of the final work for a period of time to be then agreed upon between the College and the Faculty Member. Master or copies retained by the College will not be amended, edited, cut or changed in any way by the College without the consent of the Faculty Member or other copyright owner. Where the institution wishes to erase or otherwise destroy the copyright material, whether during or at the end of the term of the present Agreement, the Faculty Member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the material for his own use and at a cost not to exceed the cost of the original material upon which the copy is taken.

28.7 A Faculty Member warrants to the College that he is the Owner of the work and of the copyright in the work and that it is an original with him. In cases where fees or licenses for the use of copyright material used in the work required, the Faculty Member shall provide the College with a list of the copyright holders. The College shall be responsible for securing permission to use such copyrights, but the Faculty Member shall indemnify the College against any loss should the list not include a legal copyright owner.

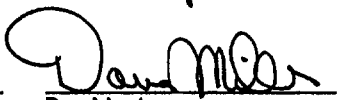
28.8 The College and the Association shall undertake to establish a Copyright Committee comprised of one nominee of each party and a third person mutually agreeable to the two parties. It shall be the responsibility of this committee to hear grievances arising out of the copyright Agreement and to act as a resource to both parties seeking advice and guidance on the copyright provisions of the Collective Agreement. The Copyright Committee

shall be established pursuant to the Agreement and shall establish its procedures for operation.

In witness whereof the parties hereto have executed this Collective Agreement this 23 day of May, 2001, A.D.



Chairman
Board of Governors
Lakeland College



President
Lakeland College Faculty
Association



Witness



Witness

LETTER OF UNDERSTANDING**Benefits**

It is the Intent of both parties to this Collective Agreement, that during the term of this Agreement, a Joint Benefits Committee will be established with an equal number of representatives from both parties. This Committee will meet as required for the purpose of reviewing the terms and conditions of the current benefit plans and recommending to the parties appropriate alterations regarding the entitlements and provisions of the following plans:

Long-term Disability Insurance
 Extended Medical
 Group Life Insurance
 Accidental Death and Dismemberment
 Dental

It is the intent of the parties that the recommended changes will be cost neutral to both parties. The benefit allotment per Faculty Member will remain the same as of June 30, 2001.

The parties further agree that, subject to the final review and approval of the Lakeland College and the Lakeland College Faculty Association, the recommended terms and conditions of these plans will be implemented and will take precedence over and replace the existing benefit entitlements.

LETTER OF UNDERSTANDING**Continuing Reduced Time**

The 1994-95 Collective Agreement made provision for a category of Faculty Member called Continuing Reduced Time (Clause 5.1). This category was subsequently discontinued. The Intent of this letter is to clarify the terms and conditions for the two remaining individuals in this category, namely:

Maighread McCormack
 Cheryl Nawrot

These Faculty Members will be entitled to the same terms and conditions applicable to the Continuing Part-Time category with the following exceptions:

1. Their salary shall be at least 0.5 of their respective placement on the salary grid.
2. Maighread shall be entitled to overload pay for assigned contact hours beyond 325. Overload pay shall be at the rate of 1/650 of grid placement inclusive of paid holidays and annual vacation entitlement.
3. For assigned hours beyond 17.5 hours per week, Cheryl shall be entitled to an hourly rate as per Clause 20.8.4

LETTER OF UNDERSTANDING**Copyright**

It is the Intent of both parties to this Collective Agreement, that during the term of this Agreement a Joint Copyright Committee will be established with an equal number of representatives from both parties. This Committee will meet as required for the purpose of reviewing, researching, and

44

preparing a revised *Article* designed to deal with copyright and intellectual property issues.

The parties further agree that, subject to the final review and approval of the Lakeland College and the Lakeland College Faculty Association, the revised Article will be implemented and will take precedence over and replace the existing Article addressing copyright (Article 28 – Copyright).

SCHEDULE OF BENEFITS

LAKELAND COLLEGE

FACULTY EMPLOYEES

EFFECTIVE DATE	-	01 April, 1992
ELIGIBILITY PERIOD	-	<u>Life, AD&D,</u> <u>LTD, Health</u> Actual date of hire <u>Dental</u> - 1st day of the month following 12 months of service
ISSUED	-	March2002

Consultant:
Aon Consulting Inc.

SCHEDULE OF BENEFITS

**Underwritten by
Mutual Group
Policy Number: 28888**

GROUP LIFE INSURANCE

Amount: \$75,000
Benefit Reduction: Reduces 50% on 65th birthday
Termination of Insurance: 70th birthday

LONG TERM DISABILITY BENEFIT

Amount: 70% of earnings to a maximum monthly benefit of \$3,000
Basic Reductions: CPP/QPP benefits (excluding benefits for dependent children) and Workers' Compensation benefits.
Disability Particulars:

- During the qualifying period and the 24 month period after it, unable to do own job,
- after the 24 month period, unable to do any job.

Qualifying Period: 130 working days or 6 months, whichever is shorter
Benefit Period: To 65th birthday
Termination of Insurance: 65th birthday

**Underwritten by
Seaboard Life
Policy Number: 0621**

VOLUNTARY GROUP TERM LIFE INSURANCE (24 hour coverage)

Amount: Units of \$10,000
Maximum Benefit: \$250,000, subject to Medical Evidence

This benefit ends on the date you retire, or attain age 65, if earlier.

**Underwritten by
Citadel Assurance
Policy Number: 9218315 & 9218316**

BASIC AND VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Basic amount to you: 4 times annual earnings to a maximum of \$250,00
Optional amount for you: Units of \$25,000 to a maximum of \$250,000

SCHEDULE OF BENEFITS

Optional amount for your Qualified Dependents:

Spouse Only:	50% of your optional amount
Spouse and Dependent Children:	40% of your optional amount for your spouse and 10% of your optional amount for each Dependent Child
Dependent Children Only:	15% of your optional amount for each Dependent Child.
Termination of Insurance:	70th birthday

**Underwritten by
Alberta Blue Cross
Group Number: 19114**

EXTENDED HEALTH CARE BENEFITS

Hospital Benefits - semi-private and private room accommodation on a direct payment basis

Health Service Benefits

Prescription Drug Benefits - reimbursement basis

CO-Insurance: all benefits - 100%

Maximum: \$1,000,000 per participant each Benefit Year (August 1st - July 31st).

DENTAL CARE BENEFITS

Includes Basic, Extensive and Orthodontic Dental benefits.

Co-insurance: Basic 100%, Extensive 80%,
Orthodontics 50%

Annual Maximum: Basic and Extensive - \$1,500 per participant each Benefit Year (August 1st - July 31st)

Treatment Maximum: Orthodontics - \$1,500 per dependent child up to 18 years of age

Fee Schedule: 1997 Alberta Dental Association General Practitioner's and Specialist's Fee Guides and where applicable, the current Alberta Denturist Society Fee Guide.

NOTE:

Co-insurance is the amount payable by Blue Cross.

Please refer to the appropriate page in this booklet for a more detailed benefit description.

GENERAL PROVISIONS

GENERAL PROVISIONS

NOTICE

The statements in this booklet are a summary of some of the provisions of the master policies. They are not part of the master policies and are not terms of the insurance contract.

The information contained in this booklet is important to you and your family and should be kept in a safe place. You should familiarize yourself with the contents of the booklet and refer to it whenever you claim group insurance benefits.

Every effort has been made to ensure this information is accurate, however, in the event of a discrepancy between this summary and the policies, the terms of the applicable policy shall apply.

YOUR PLAN ADMINISTRATOR

Your plan administrator can give you more detailed information about your group benefits and will help you to:

- enrol in the plan, and
- provide you with the information and forms you need to claim benefits.

Please contact your plan administrator if at any time you require additional information about your benefits.

GENERAL INFORMATION

ELIGIBILITY

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for Lakeland College.
2. You regularly work for Lakeland College at least 14 hours each week as a faculty employee or 18 hours each week as an administration or A.U.P.E. employee.
3. You have been continuously employed by Lakeland College at least as long as the waiting period.
4. You are a resident of Canada.

Participation in all benefits (excluding Voluntary benefits) is compulsory. However, you may opt out of Health and Dental Care if you have similar coverage under a spousal plan.

ELIGIBLE DEPENDENTS

Dependents are defined as your legal spouse (as described below), and unmarried, unemployed dependent children including natural, adopted or step-children. Children of a common-law spouse may be covered if they are living with the employee.

The term "spouse" is defined as the person who is legally married to the employee; or, although not legally married to the employee, has continuously cohabited with the employee for not less than one full year having been represented as husband and wife (common-law). Unless the covered employee has requested coverage for a common-law spouse in writing to the insurer, the person legally married to the insured employee shall be considered to be the spouse.

Dependent children are eligible for benefits if they are less than 21 years of age or; if 21 years of age but less than 25 years of age, they must be attending an accredited educational institution, college or university on a full-time basis.

Unmarried, unemployed children over 21 years of age qualify if they are dependent upon the covered employee by reason of a mental or physical disability and have been continuously so disabled since the age of 21. Unmarried, unemployed children who become totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age of 25 and have been continuously so disabled since that time also qualify as a dependent.

EFFECTIVE DATE

Your insurance is effective on the date you become eligible.

Employees may elect coverage by completing an application within 31 days of becoming eligible following the waiting period.

All benefits excluding Voluntary Group Term Life Insurance and Dental commence on your actual date of hire.

Voluntary Group Term Life Insurance commences on the first day of the month coincident with or next following the date the evidence of insurability is approved by the insurer.

Dental benefits commence on your eligibility date (first of the month following completion of the required waiting period or the effective date of the group plan).

Dependent coverage begins for your eligible dependents on the same date as your coverage, or as soon as they become eligible dependents if added later, provided that dependent benefits were applied for within 31 days of their becoming eligible.

If you are absent from work on the date your insurance would be effective, then that insurance will not be effective until the date you return to active work.

Evidence of insurability submitted to Mutual is at your expense.

COORDINATION OF BENEFITS

If you or any of your Dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

SUBROGATION

Subrogation is a legal practice giving Mutual the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of **the** loss that results from your disability. If Mutual is paying or had paid your loss of income benefits, you may be receiving more income than you **earned** before you became disabled. In that case, you would reimburse Mutual for the loss of income benefits Mutual has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Mutual.

If subrogation applies to your claim, Mutual will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Mutual for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Mutual's approval must be obtained.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the date you terminate employment
- the date you cease to be eligible due to retirement (retirees under age 65 may elect to maintain coverage until age 65), *death, leave of absence (coverage available for 12 months), age limitation, change in classification, etc.
- the termination date of the Group Contract.

* Extended Health/Dental benefits for the surviving spouse and/or dependents will be continued on a premium free basis for 24 months from the date of death.

(The exact terms are contained in the Group Contract)

BENEFITS AFTER INSURANCE ENDS

If your coverage ends while you are Totally Disabled, Health and Dental charges related to that Total Disability will be considered as Eligible Expenses for a further period of up to 90 days, but only if this provision continues in effect.

BENEFITS AFTER PROVISION TERMINATION

If this provision terminates while you are in receipt of benefits due to an Accidental Dental injury, then you will continue to be entitled to those benefits as if this provision has not terminated.

CLAIMING BENEFITS

The following procedures should be followed in the event of a claim:

1. Hospital benefits are provided on a direct payment basis. Upon presenting your Blue Cross identification card, all hospitals in the province of Alberta will bill Blue Cross directly.
2. Health Services are covered on a reimbursement basis. The Subscriber must pay the provider, obtain an official receipt and submit this to Blue Cross along with a fully completed Health Services Claim Form.

Claim forms may be obtained from any Alberta pharmacy or your local Blue Cross office or your employer.

3. Out of Country Travel benefits should be claimed on an Outside Canada Claim Form which is available at any Blue Cross office.
4. Dental Claim Forms may be obtained from your dentist's office or any Blue Cross office or your employer.

The Dental Claim Form must be completed by the Dentist at the time the dental treatment is provided.

The Dentist or Dental Mechanic may elect to bill Blue Cross directly for payment, or he may choose to collect the cost of services from the patient. It is then the patient's responsibility to forward the completed Dental Claim Form to Blue Cross for reimbursement.

5. In the event of your death a claim should be made as soon as reasonably possible.
6. If you become Totally Disabled a claim must be made not later than 90 days after you complete the elimination period.

*NOTE: If you or any of your Dependents incur Eligible Expenses, while insured, a claim must be made not later than 90 days after the earliest of the following dates:

1. the end of the Benefit Year during which the expenses were incurred,
2. the termination of your insurance, and
3. the termination of this provision.

Eligible Expenses are deemed to have been incurred on the date:

1. a single appointment or orthodontic procedure is performed, or
2. a multiple appointment (other than orthodontic) procedure is completed.

EXTENDED HEALTH PLAN

EXTENDED HEALTH PLAN

If, while insured, you or your Dependents incur any of the Eligible Expenses for medically necessary services or supplies in the treatment of an Illness, Blue Cross will pay a benefit, subject to Limitations and Exclusions. The amount payable is determined by using the Insured Percentages shown for the types of expenses. A benefit is not payable for an Eligible Expense if the Maximum Benefit has been paid.

The Benefit Year, the Insured Percentages and the Maximum Benefit can be determined from the Schedule of Benefits.

Eligible Expenses

TYPE 1 - IN-PROVINCE SUPPLEMENTARY HOSPITAL

Charges in your or your Dependent's Province of residence for:

1. confinement in a Hospital, up to the Hospital's private rate.
2. out-patient services in a Hospital.

TYPE 2 - PRESCRIPTION DRUGS

Charges for:

1. all drugs and medicines which, by law, require the written prescription of a physician, dentist, surgeon or dental surgeon.
2. diabetic supplies, such as needles, syringes and diagnostic tests, but not swabs or rubbing alcohol.
3. all injectibles, including serums, vaccines and injectible vitamins.
4. hematinic vitamins properly identified in the Compendium of Pharmaceuticals and Specialties.
5. smoking cessation replacement products including Nicoderm Patches, Habitrol Patches, Zyban and any new products from this therapeutic class that may be introduced in the market place in the future, to a maximum of \$330 per Participant each Benefit Year.
6. extemporaneous compounds prepared by the pharmacist.
7. oral contraceptives, diaphragms and I.U.D.'s.
8. catheters, urinary kits and colostomy supplies (where surgical stoma exists).
9. over-the-counter (O.T.C.) drug products or patent or proprietary drugs with a Registered Trade Mark (classification R) limited to:
 - bronchodilators for treatment of asthmatic states,
 - anti-inflammatory analgesics for treatment of rheumatoid arthritis,
 - urinary analgesics for treatment of infections,
 - slow-K, antiarrhythmics and nitroglycerine for treating cardiovascular disease,

- antihistamines for treatment of allergic asthma, allergic rhinitis and sinusitis, but specifically excluding their prescription for the treatment of the common cold,
- insulin for the treatment of diabetes,
- medication required to treat disorders of the central nervous system, such as Parkinsonism or Bell's Palsy,
- antihelmintics; dyscrasias to treat a morbid or toxic condition of the blood,
- antacids for the treatment of ulcerative conditions of the gastrointestinal system, but specifically excluding their prescription for the treatment of gas, heartburn and general gastric acidity,
- medicated skin cleaners and skin protectors and anti-seborrheic agents for treatment of chronic skin disease.

Notwithstanding the above, Blue Cross shall not be liable for and shall exclude from payment charges, even if they should appear on a written prescription, in respect of the following patented, packaged medical supplies and remedies, which are available for sale without prescription:

1. vitamins except for injectibles and hematinics.
2. inhalators, atomizers, vaporizers.
3. first aid and surgical supplies, bandages or dressings, swabs, rubbing alcohol.
4. salt and sugar substitutes, health foods, dietary supplements, infant formula.
5. diagnostic aids and laboratory test, except for diabetics.
6. non-oral contraceptives, except as noted above.
7. contact lens care products.
8. topical and oral antiseptics, mouthwash, toothpaste, dentifrices.
9. non-medicated cosmetics, creams, soaps, shampoos, skin lotions.
10. food products.
11. liniments and rubs.
12. laxatives and antidiarrheas.
13. antacids, except as noted above.
14. analgesics, except as noted above.
15. antihistamines, except as noted above.
16. cough and cold preparations, syrups and lozenges.

The payment for a single purchase of type 2 Eligible Expense is limited to the cost of a supply which could reasonably be consumed or used within a 3 month period following such payment.

TYPE 3 - EXTENDED HEALTH CARE

All medical care except the services of a Dentist must be ordered by a Doctor.

Charges for:

- 1. use of a licensed ambulance for local transportation of the insured to and from the nearest Hospital qualified to render the necessary medical services.
- 2. use of air ambulance for transportation of the insured to the nearest Hospital qualified to render the necessary emergency medical services.
- 3. emergencies or referrals outside the insurer's Province of residence for the following services:
 - confinement in a Hospital, up to the Hospital's private rate,
 - other Hospital services provided out of Canada,
 - out-patient services in a Hospital,
 - **services of a Doctor,**
 - private duty nurses while confined in a Hospital.

A referral must be for treatment of an illness and made in writing by a Doctor located in the insurer's Province of residence. Services rendered in such cases:

- must be rendered in Canada if such services are available in Canada, or may be rendered out of Canada if such services are not available in Canada, and
 - must be services for which the Provincial Medicare Plan of the insurer's Province of residence agrees to pay benefits to such insured as a result of the referral.
- 4. services, while not confined in a Hospital, of a Private Duty Nurse, not normally resident in the insurer's home. The maximum amount payable during any three consecutive Benefit Years is \$25,000 for each insured person. (A Private Duty Nurse is a provider who is a registered nurse, or a registered nursing assistant in Newfoundland, New Brunswick, Ontario, Quebec, Manitoba or Alberta, a licensed nursing assistant in Prince Edward Island, a certified nursing assistant in British Columbia; licensed, registered or certified through their respective organizations).
 - 5. laboratory tests done in a commercial laboratory for diagnosis of an illness (but excluding any test performed in a Doctors office or a pharmacy).

6. services of a Dentist, including charges for braces or splints, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth which occurs while the insured person is insured under this provision and provided the services are received within 365 days after the date of the accident. In no event will payment exceed the amount for the procedure in the Provincial Dental Association Fee Guide for a general practitioner which is current in the insurer's Province of residence on the date the treatment is received.
7. services of a licensed physiotherapist (other than a close relative).
8. rental or purchase (at Blue Cross' discretion) of medical durable equipment and applicable supplies for therapeutic use.
9. cast, splints, trusses, braces, crutches, canes, walkers or cervical collars.
10. mammary prostheses required as a result of surgery. The maximum amount payable in any Benefit Year is \$200 for each insured person.
11. artificial limbs and eyes including necessary replacement.
12. treatment by the use of radiotherapy or coagulotherapy.
13. oxygen, plasma and blood transfusions.

TYPE 4 - EXTRA CARE

Charges for:

1. - services of a licensed qualified speech therapist (other than a close relative) when ordered by a doctor. The maximum amount payable in any Benefit Year is \$500 for each insured person.
- services of a licensed **psychologist**. The maximum amount payable in any Benefit Year is \$500 for each insured person.
- services of practitioners licensed as osteopaths, chiropractors, chiropodists, naturopaths, **podiatrists**, masseurs (when ordered by a Doctor) or Christian Science Practitioners, including a maximum of one x-ray examination per Benefit Year ordered by each licensed practitioner. The maximum amount payable in any Benefit Year is \$500 per discipline, for each insured person.

2. confinement in a Convalescent Hospital in the insurer's Province of residence, when ordered by a Doctor, provided:
 - it follows at least 5 consecutive days of Hospital confinement,
 - it commences within 14 days after termination of such Hospital confinement, and
 - it is rehabilitation and not primarily for custodial care.

Benefits are payable for up to 180 days of confinement for all periods of treatment of an illness due to the same or related causes.
3. hearing aids prescribed in writing by an otolaryngologist, including repairs and maintenance. The maximum amount payable in any 5 consecutive Benefit Years is \$500 for each insured person.
4. elastic support stockings prescribed in writing by a Doctor. The maximum payable in any Benefit Year is \$50 for each insured person.
5. orthopedic shoes prescribed in writing by a Doctor. The maximum payable in any Benefit Year is one pair of shoes for each insured person.

Limitations

Payment is not made for

1. services or supplies payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charges for services or supplies over the customary and reasonable charges, in the locality where they are provided.

Exclusions

A benefit will not be paid for

1. charges incurred for an illness due to or resulting from:
 - the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
 - any cause for which indemnity or compensation is provided under any Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation,
 - commission or attempted commission of a criminal offense by the insured.
2. charges for equipment deemed by Blue Cross not to be Eligible Expenses, (e.g. orthopedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers).

DENTAL SERVICES

DENTAL SERVICES

If, while insured, you or your Dependents incur any of the Eligible Expenses listed below, Blue Cross will pay a benefit, subject to the Limitations and Exclusions. The amount payable is determined by using the Insured Percentages shown for the types of procedures, and based on the lower of (i) the actual charge and (ii) the amount in the suggested Fee Guide. A benefit is not payable for an Eligible Expense after the Maximum Benefit has been paid.

The Benefit Year, the suggested Fee Guide, the Insured Percentages and the Maximum Benefit can be determined from the Schedule of Benefits.

Eligible Expenses

TYPE A - BASIC DENTAL

Charges for

1. oral examinations
 - complete examination - limited to one during any 24 month period,
 - recall examinations - limited to two per Benefit Year,
 - emergency or specific examinations.
2. radiographs and radiographic interpretations
 - complete series of radiographs or panoramic x-rays - limited to once during any 24 month period,
 - sets of bitewing radiographs - limited to two per Benefit Year,
 - radiographs to diagnose a symptom or examine progress of a particular course of treatment.
3. required consultations with another Dentist.
4. prophylaxes and topical fluoride applications - limited to two such treatments per Benefit Year.
5. emergency or palliative services.
6. diagnostic tests and laboratory examinations.
7. removal of impacted teeth and related anaesthesia.
8. provision of space maintainers for missing primary teeth and habit breaking devices.
9. Pit and fissure sealants
10. oral hygiene instruction - limited to two sessions per Benefit Year.

TYPE B - BASIC DENTAL

Charges for

1. fillings - amalgam, composite, acrylic or equivalent.

2. removal of teeth - except removal of impacted teeth (a Type A Basic Dental Eligible Expense).
3. preformed stainless steel crowns and repairs to preformed stainless steel crowns - other than in conjunction with the placement of permanent crowns.
4. endodontics - root canal therapy and root canal fillings, treatment of disease of the pulp tissue.
5. periodontics - treatment of disease of the gum and other supporting tissues of the teeth.
6. surgery and related anaesthesia other than:
 - removal of impacted teeth (a Type A Basic Dental Eligible Expense),
implants and transplants,
repositioning of the jaw.
7. relines, rebases and repairs of bridges or dentures.

TYPE C - EXTENSIVE DENTISTRY

Charges for

1. inlays and onlays
2. crowns and repairs to crown other than preformed stainless steel crowns (a Type B Basic Dental Eligible Expense)
3. prosthodontic services - construction and insertion of bridges or dentures.

Charges for a replacement bridge or replacement standard denture is not considered an Eligible Expense during the 5 year period following the construction or insertion of a previous bridge or standard denture, unless:

- it is needed to replace a bridge or standard denture which has caused temporomandibular joint disturbances, and which cannot be economically modified to correct the condition, or
- it is needed to replace a transitional denture which was inserted shortly following extraction of teeth and cannot be economically modified to final shape required.

TYPE D - ORTHODONTICS

Charges for

1. interceptive, interventive or preventative orthodontic services, other than space maintainers (a Type A Eligible Expense).

2. comprehensive orthodontic treatment, utilizing removable or fixed appliance, or combinations of both (includes diagnostic procedures, formal treatment and retention).

Pre-Determination

If the expected cost exceeds \$500, send the Dentist's proposed treatment plan (completed dental claim form) to Blue Cross before treatment commences. Blue Cross will advise you the amount payable for the treatment taking into account possible alternative procedures or course of treatment based on accepted dental practice. This will make you aware of the amounts payable before the dental work is done.

Limitations

Payment is not made for:

1. dental services payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charge over the usual, customary and reasonable charge of the least expensive alternate services when such alternate service or material consistent with adequate dental services when such alternate service or material is customarily provided.

Exclusions

A benefit is not paid for

1. dental services provided primarily for improving appearance.
2. charges for dentures lost, misplaced or stolen.
3. charges for appointments not kept or completion of claim forms.
4. expenses related to services or supplies of the type normally intended for sport or home use, such as but not limited to, mouthguards.
5. charges for services or supplies rendered for full mouth reconstructions, vertical dimension corrections, or for the purpose of splinting.
6. charges for dental services due to or resulting from:
 - the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
 - any cause for which indemnity or compensation is provided under any Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation, or
 - commission or attempted commission of a criminal offence by the insured person.

MEMBER LIFE INSURANCE PROVISION

MEMBER LIFE INSURANCE PROVISION

BENEFIT

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

If you become totally disabled before age 65, your Life Insurance may be continued. Premiums for the continued insurance will be waived after you have been totally disabled from the same or related cause for six continuous months or, when you begin receiving group Long Term Disability payments.

CLAIMS

A death claim must be received by Mutual within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Mutual.

If you become totally disabled, you must submit a disability claim along with your claim under the group Long term Disability Insurance to Mutual.

There is a time limit for proceedings against the insurer for payment of a claim. Proceedings must be started within 1 year of the insurer's receipt of the proof of claim.

EXCLUSION

A "pre-existing" condition is one for which you received medical attention, consultation, diagnosis or treatment, during the 12 months before you became insured. Premiums will not be waived if a disability is related to a pre-existing condition and begins within 12 months of you becoming insured. This exclusion does not apply if you, after becoming insured, have been actively working for 13 consecutive weeks with no absence related to the pre-existing condition.

This exclusion does not apply to a member who was insured for similar coverage under a previous policy issued to this group if the previous policy was replaced by this provision within 31 days of its termination.

AT TERMINATION

If your Life Insurance terminates because you are no longer eligible, and this provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated
- the maximum amount of insurance for which you have been insured under this provision less the total amount of individual insurance still in force on your life which was previously obtained through the Conversion Privilege of this provision, or
- \$200,000

If your insurance terminates while this provision continues in force and you die within 31 days after termination of insurance, the amount of insurance which you could have converted to an individual policy on your life through the **Conversion Privilege of this provision will be paid** to your beneficiary.

If your Life Insurance terminates because this provision terminates, and you have been continuously insured under this provision for the five year period before the termination of this provision, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Mutual within 31 days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Mutual office.

**VOLUNTARY GROUP TERM
LIFE INSURANCE**

VOLUNTARY GROUP TERM LIFE INSURANCE

The amount of Voluntary Group Term Life Insurance available to you is shown in the Schedule of Benefits. You must apply for Voluntary Group Term Life Insurance and submit medical evidence of insurability to Seaboard Life before any amount of Voluntary Group Term Life Insurance can become effective. Coverage is on a 24 hour basis.

If you die while insured, Seaboard Life will pay the amount of your Voluntary Group Term Life Insurance to the last legally nominated beneficiary as filed with Seaboard Life. In the absence of a beneficiary nomination, payment will be made to your estate. During the first 24 months of coverage, death from suicide will not be covered.

DISABILITY BENEFIT

If while insured, and before your 65th birthday or your earlier retirement, you become disabled for a continuous period of six months and are unable to engage in any occupation, your Voluntary Group Life Insurance will remain in force during your continued disability without payment of premium. Any amount of insurance continued is subject to the terms of the group policy.

CONVERSION

If your insurance ends, you are entitled, during the 31 day conversion period, to purchase an individual life insurance policy from Seaboard Life under the terms of the Conversion contained in the group policy. No medical examination is required.

MAKING A CLAIM

If you die, a claim should be made as soon as reasonably possible.

If you become Disabled, a claim for waiver of premium must be made not later than 12 months after you stopped being Actively At Work. Each year Seaboard Life may require proof of your continued Disability.

**BASIC AND VOLUNTARY
ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE**

BASIC AND VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

COVERAGE

Covers any accident resulting in death, dismemberment, loss of sight, paralysis, speech or hearing, and loss of use - anywhere in the world - 24 hours a day - on or off the job.

SCHEDULE OF BENEFITS

If any of the following losses occurs within one year after the date of the accident, the following benefits will be paid.

For Loss **or** Loss of Use of:

Life	The Principal Sum
Both Hands or Both Feet	The Principal Sum
The Entire Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
One Hand and the Entire Sight of One Eye	The Principal Sum
One Foot and the Entire Sight of One Eye	The Principal Sum
One Arm or One Leg	Three-Fourths of The Principal Sum
One Hand or One Foot	Two-Thirds of The Principal Sum
The Entire Sight of One Eye	Two-Thirds of The Principal Sum
Thumb and Index Finger or at least Four Fingers of One Hand	One-Third of The Principal Sum

For Loss of:

All Toes of One Foot	One-Quarter of The Principal Sum
Speech and Hearing in Both Ears	The Principal Sum
Speech or Hearing in Both Ears	Two-Thirds of The Principal Sum
Hearing in One Ear	One-Third of The Principal Sum
For Total Paralysis of Both Upper and Lower Limbs (Quadriplegia)	Two Times The Principal Sum
Both Lower Limbs (Paraplegia)	Two Times The Principal Sum
Both Upper and Lower Limbs of One Side of Body (Hemiplegia)	Two Times The Principal Sum

The Loss must occur within 365 days of the accident.

Loss of hands, arms or legs means complete separation. Other **losses** must be complete and irrevocable. Payment for **loss** of use will not be made until the loss of use has continued for 12 months and has been determined to be permanent.

There **is** a total payment limit of \$10,000,000 for all losses **as** the result of any one accident.

BENEFICIARY

With reference to full-time **staff**, indemnity payment of the event of the loss of life of **an** Insured Person is payable to the beneficiary designated in writing by the Insured Person under the Holder's group life insurance policy or its replacement. All other indemnities payable are payable to the Insured Person.

WAIVER OF PREMIUM

If, as the result of total disability, you are approved for waiver of premium and remain eligible for such under the terms of your employer's Group Life Insurance contract, you need not pay any further premiums under the program for yourself and your dependents.

AIRCRAFT COVERAGE

Your insurance under this benefit is payable if you are injured while riding as a passenger only, in any aircraft with a valid certificate of airworthiness. This includes aircraft operated by the Canadian Armed Forces or similar military service. However, no coverage is provided while riding in any aircraft owned, operated or leased by the policyholder.

EXPOSURE AND DISAPPEARANCE

If you are unavoidably exposed to the elements because of an accident, and as a result suffer a loss for which benefits are otherwise payable, the loss will be covered under the terms of this program.

If you are not found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which you were riding, it will be presumed that you died in the accident.

REPATRIATION BENEFIT

If you sustain an accidental loss of life which becomes payable under the program, repatriation benefits of up to \$10,000 will be paid for expenses incurred for the return home of your body (including preparation charges for transportation). The death must occur at least 50 km from your residence.

"The above benefit shall only be payable under one of the policies issued by the Insurer".

REHABILITATION

If any Principal Sum loss becomes payable, this benefit will refund expenses incurred for your special training in a special occupation during the 3 year period following the loss, to a maximum of \$10,000.

"The above benefit shall only be payable under one of the policies issued by the Insurer".

FAMILY TRANSPORTATION

If any specific loss covered under the program confines an insured to a hospital and such hospital is located at least 150 kilometers from the insured's residence, this benefit will refund expenses incurred by a member of the insured's immediate family for hotel accommodation and transportation (via the most direct route) to the insured's bedside, to the maximum of \$10,000. Private transportation expenses are limited to \$0.20 per kilometer traveled.

Room, board or other ordinary living, traveling or clothing expenses are not covered.

DAY-CARE

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, up to 5% of your Principal Sum, to a maximum of \$5,000, will be payable for each of your dependent children under 13 years of age who are enrolled in a legally licensed day-care centre or who will do so within 365 days after your death.

EDUCATION

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, up to 5% of your Principal Sum, to a maximum of \$5,000, will be payable for each of your dependent children who are already enrolled in an institution for higher learning or who will do so within 365 days after your death.

The benefit is payable annually, for each year (up to 4 consecutive years) that the child continues school beyond the secondary school level.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

If none of your children satisfy the above requirements, an amount of \$2,500 will be paid to your beneficiary.

SEAT BELT

If an insured is driving or riding in a vehicle and wearing a properly fastened seat belt at the time of the accident, and such insured sustains a specific loss for which an amount of Principal Sum becomes payable under the program, the amount of Principal Sum payable is increased by 10%.

The driver of the vehicle must hold a current and valid driver's license and must not be intoxicated nor under the influence of drugs, unless drugs are taken as prescribed by a physician, at the time of the accident.

OCCUPATIONAL TRAINING

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, and your spouse must engage in a formal occupational training program in order to upgrade employment qualifications, this benefit will refund expenses incurred within 3 years following the date of your death, to a maximum of \$10,000.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

PERMANENT TOTAL DISABILITY

The Principal Sum will be paid to you in a lump sum, less any other amounts payable under the Specific Loss section as a result of the same accident, if you become totally disabled and the following conditions are met:

- The disability results from an injury occurring prior to age 70.
- The disability commences within 365 days of the accident.
- The disability prevents you from engaging in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience.
- The disability continues for 12 months, remains total and is permanent at the end of such period.

CONVERSION PRIVILEGE

Upon termination of your insurance and provided the program is still in effect, you may convert your own insurance (and not your dependents'), without evidence of insurability, into an individual accident policy.

You must apply prior to age 70 and within 31 days of the termination of your coverage.

EXCLUSIONS

No coverage is provided for any loss, fatal or non-fatal, caused or contributed to by:

1. suicide or any suicide attempt;
2. declared or undeclared war;
3. active full-time service in the armed forces of any country.

**LONG TERM DISABILITY
INSURANCE PROVISION**

LONG TERM DISABILITY

BENEFIT

The amount of monthly disability benefit will be paid to you when proof is received by Mutual that you are absent from active work because you are totally disabled and that you have been totally disabled from the same or related causes for the qualifying period.

Benefits are payable from the later of

- the end of the qualifying period, or
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

If you are receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 85% of your monthly rate of earned income in force on the date you became totally disabled. If the benefit is not subject to income tax, the monthly rate of earned income, for the purposed of this section, is reduced by income tax deductions.

If your employer pays any portion of the Long Term Disability premium, the benefit payable to you will be taxable. If you pay 100% of the Long Term Disability premium, the benefit payable to you will be non-taxable.

Benefits are paid in arrears and will begin one month after you become eligible to receive them. A proportionate amount of the monthly benefit will be paid for each full day you are totally disabled for less than a full month, once you have qualified for benefits.

If you become totally disabled, your Long Term Disability Insurance may be continued without payment of premiums while you are eligible to receive Long Term Disability benefit payments.

REHABILITATION

If your disability prevents you from returning to work, Mutual may be able to assist you by providing a rehabilitation program that will help you return to the workforce. A rehabilitation program can involve vocational retraining, educational programs and trial or part time work in a new or related field.

All new disability claims are assessed by Mutual's Rehabilitation Counsellors and if you qualify, a counsellor will be assigned to you to provide the support you need.

If you are receiving income under an approved rehabilitation program, the monthly disability income you are receiving will be coordinated with your rehabilitation income to provide an amount not exceeding 100% of your pre-disability income.

CLAIMS

A claim must be received by Mutual within 3 months after the end of the qualifying period. The qualifying period begins on the date you become totally disabled. Proof of continuing disability may be required each year.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

AT TERMINATION

If this Long Term Disability provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

EXCLUSIONS AND LIMITATIONS

No benefit is payable for a disability due to or related to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared
- a pre-existing condition, if you become disabled within 12 months of becoming insured. A pre-existing condition is one for which you received medical attention, consultation, diagnosis or treatment, during the 12 months before you became insured. This exclusion does not apply if
 - after becoming insured, you have been actively working for 13 consecutive weeks with no absence related to the pre-existing condition, or
 - you were insured for similar coverage under a previous policy issued to this group, if the previous policy was replaced by this provision within 31 days of its termination.

You are not considered totally disabled unless you are under the active, continuous and medically appropriate care of a physician and are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre or an institution provincially designated for that treatment.

You are not considered totally disabled due to psychological disorders unless you are under the active and continuous care of a psychiatrist or registered psychologist and are following the treatment prescribed by the psychiatrist or registered psychologist for that disability.