



RED DEER COLLEGE

SUPPORT STAFF ASSOCIATION

(Certificate #10-98 – issued by the Alberta Labour Relations Board on January 23, 1998)

COLLECTIVE

AGREEMENT

July 1, 2003 – June 30, 2006



RED DEER COLLEGE

SUPPORT STAFF ASSOCIATION
(Certificate #10-98 – January 23, 1998)

COLLECTIVE AGREEMENT

This agreement made this
13th day of December A.D. 2004

Between:

Red Deer College

Red Deer, Alberta

(hereinafter called the “College”)

and

Red Deer College Support Staff Association

Certificate #10-98 – January 23, 1998

(hereinafter called the “Association”)



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ARTICLE 1

PREAMBLE

1.01 The purpose and object of this Collective Agreement is:

- (a) To maintain a harmonious and cooperative relationship between the College, the Association and the employees (also known as Association Members),
- (b) To provide an amicable method of settling differences or grievances which may arise between the College, the Association and the employees,
- (c) To stipulate wages and working conditions for the employees, and
- (d) To promote the mutual interests of the College, the Association and the employees.

1.02 Where so required in this Collective Agreement:

- (a) Words importing the singular shall be deemed to include the plural, and
- (b) The masculine shall be deemed to include the feminine.

ARTICLE 2

DEFINITIONS

2.01 Definitions:

- (a) "Administration" shall include those individuals designated by the College as permanent exempt college employees.
- (b) "Association" means Red Deer College Support Staff Association (Certificate #10-98).
- (c) "Board" means the Board of Governors of Red Deer College.
- (d) "College" means Red Deer College.
- (e) "Director" means the Director of Human Resources of Red Deer College.
- (f) "Fiscal Year" means Red Deer College's fiscal year, which runs from July 1st to June 30th.
- (g) "Human Resources" means the Human Resources Department of Red Deer College.
- (h) "Senior Leadership" shall include those individuals designated by the College as members of the Operational Leadership Team (OLT).
- (i) "Permanent Position" means a position where the duties are of a continuing nature of indefinite extent.

- (j) “Term-Certain Position” means a position established with a definite end date.
- (k) “Employee” means an individual employed by the Board and covered by the terms and conditions of this Collective Agreement and who is employed in one of the following categories:
 - (i) “Full-Time Permanent Employee” consists of individuals employed in permanent positions and whose hours of work are as specified in Article 23.
 - (ii) “Part-Time Permanent Employee” consists of individuals employed in permanent positions and:
 - (1) Whose hours of work are less than those specified in Article 23, or
 - (2) Whose working period during the fiscal year is less than twelve (12) months in length.
 - (iii) “Term-Certain Employee” consists of individuals employed:
 - (1) In term-certain positions, or
 - (2) To cover the duties of an absent full-time permanent employee or part-time permanent employee who is expected to return to work, and whose hours of work are less than or equal to those specified in Article 23.

ARTICLE 3 TERMS OF AGREEMENT

- 3.01 This Collective Agreement shall be binding and remain in effect from July 1, 2003 to June 30, 2006.
- 3.02 During the life of this Collective Agreement, changes to the Agreement shall be made only with the mutual consent of the College and the Association. Any changes to the Agreement made during the term of the Agreement shall be effective from the date of such change or as otherwise mutually agreed to by the College and the Association.
- 3.03 Prior to the expiration of this Collective Agreement, the parties shall negotiate a new Collective Agreement. If for any reason a new Collective Agreement is not concluded before July 1, 2006, then this Collective Agreement shall remain in full force and effect until such time as a new Collective Agreement is concluded.

ARTICLE 4 COPIES OF COLLECTIVE AGREEMENT

- 4.01 The College shall provide and/or make available at no cost, printed and electronic copies of this Collective Agreement to all employees.

ARTICLE 12

JOINT CONSULTATION

12.01 For the purpose of resolving difficulties and for promotion of harmonious relationships, discussions concerning matters of mutual concern shall take place between designated representatives of the Association and designated representatives of the College, at the request of either party.

- (a) Such representatives shall be limited to three (3) members of the College and three (3) members of the Association.
- (b) The Association and the College may select a Mediation Officer when it is mutually agreed that such an Officer could assist in facilitating a resolution.
- (c) Arrangements for such meetings shall be made through the Director.

ARTICLE 13

ASSOCIATION BUSINESS

13.01 The Association President (or designate) shall be provided with one hour paid time off to acquaint each new employee with the Association and terms and conditions of employment as per this Collective Agreement.

13.02 Time off with pay shall be provided to:

- (a) Association officers and designated representatives (not to exceed three (3) in number) for time spent meeting with representatives of the College.
- (b) Members of the Association Terms and Conditions Committee (not to exceed four (4) in number, plus one (1) alternate) during negotiation meetings and for the purpose of preparing for negotiation meetings with the College. Time off granted for the purpose of preparing for negotiation meetings with the College shall not exceed one (1) hour prior to each negotiation meeting.
- (c) An Association Grievance Committee member for a reasonable amount of time spent discussing a grievance or possible grievance with a grievor.
- (d) The grievor and an Association Grievance Committee member for time spent discussing grievances with representatives of the College.
- (e) Association members appointed to:
 - (i) Represent an Association Committee,
 - or
 - (ii) Represent the Association on a Committee

as per Article 14 of this Collective Agreement or where the College requests representatives.

13.03 Time off with pay shall be provided to Association members who:

- (a) Hold the office of President.
 - (i) This person shall be granted time off with pay equal to three and one-half (3½) hours per week to conduct Association business.
- (b) Hold the office of Secretary.
 - (i) This person shall be granted time off with pay equal to three and one-half (3½) hours per month to conduct Association business.
- (c) Are designated as delegates (not to exceed two (2) in number) representing the Association at the Association of Canadian Community Colleges and Institutes.

13.04 Association members taking time off with pay for Association business, as outlined in this Article, shall provide his supervisor (or designate) with as much advance notice as possible.

ARTICLE 14 COLLEGE WIDE COMMITTEES

14.01 The Association shall have representation on constituency based joint College/Employee committees including, but not limited to, the:

- (a) Benefits Advisory Committee,
- (b) Joint Classification Committee,
- (c) Dispute Resolution Committee,
- (d) Occupational Health & Safety Committee, and
- (e) Professional Development Committee – CUPE and SSA.

ARTICLE 15 PERSONNEL FILES

15.01 Unless provided otherwise in this Collective Agreement, the employee shall receive a copy of any written documents at the time they are placed in his personnel file.

15.02 Upon request, access to an employee's personnel file shall be provided to the employee or the employee's authorized representative. The employee has the right to make copies of material contained in his file.

15.03 If an employee grieves a disciplinary action, as provided in Article 30, and, as a result of such grievance, the disciplinary action is disallowed or the penalty reduced or amended, either by the College, Arbitrator or Arbitration Board, the employee's personnel file shall be amended to reflect the award.

- 15.04 No documents from an employee's personnel file shall be introduced as evidence in any grievance proceeding unless the employee has received a copy of the document in accordance with Clause 15.01.
- 15.05 Documents in an employee's personnel file may not be used in a disciplinary action against the employee twenty-four (24) months after the document is dated providing no similar occurrences have taken place during this period.
- 15.06 An employee who has been subject to disciplinary action may, after twenty-four (24) months from the date the disciplinary action was invoked, request in writing that his personnel file be purged of any record of the disciplinary action. Such request shall be granted providing:
- (a) No similar occurrences have taken place during this period, and
 - (b) The disciplinary action is not the subject of, or related to, an unresolved grievance.

ARTICLE 16 POSITION DESCRIPTIONS

- 16.01 There will be position descriptions for all positions for which the Association is the bargaining agent.
- 16.02 The College shall supply position descriptions to the incumbent employee and the Association.
- 16.03 Position descriptions shall be reviewed by the College and the incumbent employee on at least a bi-annual basis. The incumbent employee and his supervisor shall sign the position description to evidence that they have reviewed it. The signed position description shall be forwarded, within five (5) working days, to Human Resources for inclusion in the employee's Personnel File.

ARTICLE 17 DETERMINATION AND CLASSIFICATION

- 17.01 Determination
- (a) The process used by the College to determine appropriate bargaining unit/ constituent group placement of a position shall be:
 - (i) The position description shall first be compared with other descriptions of existing positions at the College to determine the best match with existing position description elements.
 - (ii) If Clause 17.01(a)(i) does not provide for a determination, then the following criteria shall be considered in making a determination:
 - (1) Education required
 - (2) Experience required
 - (3) Complexity of the position
 - (4) Supervision given
 - (5) Supervision received

- (6) Consequence of errors
 - (7) Confidentiality
 - (8) Contacts
- (b) For positions with elements common to two or more employee constituent groups, the determining factor shall be the primary focus of the position. Primary focus factors shall include percentage of time spent on the main functions of the position.
 - (c) The College shall notify and supply the Association with copies of newly created and revised position descriptions within fourteen (14) calendar days of any determination decision.
 - (d) If the Association is not in agreement with a determination decision, it may submit the matter as a grievance as per Article 30.
 - (e) When the College excludes an existing position from the Association, it shall advise the Association within fourteen (14) calendar days stating the reason(s) for such exclusion. If the Association is not in agreement with such exclusion, the Association shall submit the matter as a grievance as per Article 30.

17.02 Classification

- (a) The College shall provide access to the classification guidelines.
- (b) Human Resources shall make decisions regarding classification issues, reclassification requests and resulting salary levels in consultation with the Joint Classification Committee.
- (c) The College shall provide written notification of classification and reclassification decisions to the Association, within fourteen (14) calendar days, of all positions reviewed by the Joint Classification Committee.
- (d) The College shall notify and supply the Association with copies of newly created and revised position descriptions within fourteen (14) calendar days of any classification or reclassification decision.
- (e) Change in Classification
 - (i) When the duties of a position have changed or when an employee feels the classification or reclassification is incorrect, the employee shall be entitled to submit a reclassification request to Human Resources.
 - (ii) When the employee submits a request for reclassification, Human Resources shall notify the employee's supervisor to provide an approved position description for review by the Joint Classification Committee.
 - (iii) Responses to the reclassification request shall be provided within thirty (30) calendar days.

- (f) Upon Reclassification
 - (i) An employee whose position is reclassified to a higher level in the bargaining unit shall be placed at a Step which gives them at least a four percent (4%) salary increase.
 - (ii) An employee whose position is reclassified to a lower level in the bargaining unit, through no fault of his own, shall continue to receive his current salary until such time as the reclassified salary exceeds his current salary.
 - (iii) The effective date of any salary adjustment due to reclassification shall be the date the reclassification request is received by Human Resources.
- (g) Retroactive Reclassification
 - (i) Where the reclassification of a position is to take effect retroactively, only employees on payroll on the date of implementation of such change shall be entitled to receive any retroactive benefits.
 - (h) Should the employee feel he has not received proper consideration in regard to a classification review, he may appeal to the Joint Classification Committee for further review of the matter.
 - (i) If the Association is not in agreement with a classification or reclassification decision, it may submit the matter as a grievance as per Article 30.

ARTICLE 18 TERM-CERTAIN POSITIONS

- 18.01 The end date for a term-certain position shall not exceed twenty-four (24) months.
- 18.02 A position originally created as a term-certain position shall automatically become a permanent position should the position extend beyond twenty-four (24) months, unless the Association agrees to extend the end date of the term-certain position.
- 18.03 When a term-certain position is converted to a permanent position and the incumbent term-certain employee has occupied the term-certain position for a period of eighteen (18) months, the requirements of Clause 19.01 and Clause 19.06 shall be waived and the term-certain employee shall automatically be appointed to the permanent position as either a full-time permanent employee or a part-time permanent employee. Such employee shall not be required to serve a probationary period.

ARTICLE 19 POSTING AND APPOINTMENTS

- 19.01 Subject to Clause 19.06, all vacant permanent and term-certain positions in the Association shall be posted for a period of at least five (5) working days.

- 19.02 The Association shall be copied on all Association postings, appointments, letters of offer and contract extensions.
- 19.03 Should the College decide not to fill a posted position, the internal applicants and the Association shall be informed in writing of the reasons within fifteen (15) working days of the decision not to fill the position.
- 19.04 When an employee is the successful applicant for a position at the same level in the Association, he shall be placed at a Step which gives him at least the same salary.
- 19.05 When an employee is the successful applicant for a position at a higher level in the Association, he shall be placed at a Step which gives him at least a four percent (4%) salary increase.
- 19.06 For the purposes of Article 19, an "affected employee" is an employee whose position has been abolished as per Clause 32.01. In the case of affected employees:
- a) During the period of notice, as per Clause 32.01 (c), the College shall notify the Association and all affected employees of vacant permanent and term-certain positions at least twenty-four (24) hours before they are posted.
 - b) All vacant permanent and term-certain positions represented by the Association shall first be offered to affected employees who meet the qualifications of the vacant position. Should an affected employee accept the vacant position, he shall be appointed to the vacant position.
 - c) Should an affected employee choose not to accept a vacant position under Clause 19.06 b), it shall not, in any way, impact his eligibility for severance, as per Clause 32.01, due to his current position having been abolished.

ARTICLE 20 PROBATIONARY PERIOD

- 20.01 Subject to Clause 20.02, for the first nine (9) months an employee at the College is on probation.
- 20.02 When an employee is the successful applicant for a vacant position, the following conditions shall apply:
- (a) If the employee has already successfully completed a probationary period at the College, he shall not be required to complete another probationary period in the new position.
 - (b) If the employee has not yet completed a probationary period at the College, he shall be required to complete the remainder of his probationary period in the new position.
- 20.03 Dialogue between the supervisor and the employee is encouraged throughout the probationary period and is intended to promote meaningful communication and identification of job related issues.

- 20.04 Upon successful completion of the probationary period, the employee shall receive formal notification from his supervisor regarding his status. This notification shall be on or before the final day of the probationary period. Failure to notify on or before the final day of the probationary period shall constitute successful completion of the probationary period.
- 20.05 Unsuccessful completion of the probationary period, as determined by the College, will result in termination of the employee for just cause. In this case, the employee shall not have recourse to the Grievance Procedure.

ARTICLE 21 SALARIES

- 21.01 Salaries shall be according to the salary grids attached as Appendices 'C' and 'D'. Such salaries shall be applicable to the employee positions defined in Appendices 'A' and 'B'.
- 21.02 In the event the College is shut down and unable to function, employees shall not lose any pay for a period of one (1) month. If the shutdown is for a longer period, the College shall give notice and severance as per Clause 32.01.
- 21.03 Employees shall be paid twice each month, on the 10th and 25th day of the month. Should the 10th or the 25th day fall on a Saturday, Sunday or general holiday as defined in Article 34, employees shall be paid on the day immediately preceding the Saturday, Sunday or general holiday.
- 21.04 An employee shall advance to the next Step on the salary grid on the anniversary date at their current classification level.
- 21.05 Within four (4) months of his previous employment with the College, a former employee who has been rehired by the College, shall not suffer a reduction in pay upon return to a position at the same classification level as his previous position.

ARTICLE 22 ACTING APPOINTMENT AND RESPONSIBILITY PAY

22.01 Acting Appointment

- (a) An employee shall be eligible for acting appointment pay when required to temporarily perform the principal duties of a higher level position. The employee shall be informed in writing when required to perform such duties.
- (b) An employee shall be entitled to refuse an acting appointment without jeopardizing his current employment.
- (c) An acting appointment shall not exceed twelve (12) months.
- (d) Acting provisions shall not apply where an employee is designated additional limited duties to cover for an employee on annual vacation.

- (e) An employee designated to an acting appointment under Clause 22.01 shall fall under the terms and conditions of this Collective Agreement when the position is within the Association's bargaining unit. If the position is not an Association position, terms and conditions of the appropriate constituent group shall apply during the appointment.
- (f) When an employee assumes an acting appointment position, the employee's regular salary shall become the greater of:
 - (i) His original salary plus an equivalent of one step increase to his original salary, or
 - (ii) The minimum salary for the classification of the higher position.
- (g) An employee who is assigned to an acting position shall be guaranteed the option of returning to his regular position.
- (h) An employee may be returned to his regular position prior to the anticipated end of his acting appointment with one (1) month's written notice.
- (i) An employee who has been serving in an acting position and returns to his regular position shall have his salary and anniversary date adjusted to that which would have been in effect if he had continuously occupied the original position.

22.02 Responsibility Pay

- (a) An employee shall be eligible for responsibility pay when required to temporarily perform duties of a higher level position during which he may also be required to continue to perform some, or all, of the duties of his regular position. The employee shall be informed in writing when required to perform such duties.
- (b) The workload associated with an employee's regular position shall normally be adjusted to reflect any additional responsibility in order to maintain his normal hours of work.
- (c) The period of time during which an employee is assigned duties outside the scope of his position description shall not normally exceed three (3) months.
- (d) Responsibility pay provisions shall not apply where an employee is designated additional limited duties to cover for an employee on annual vacation.
- (e) An employee receiving responsibility pay under Clause 22.02 shall fall under the terms and conditions of this Collective Agreement.
- (f) When an employee qualifies for responsibility pay, the employee's regular salary shall increase an equivalent of one step for the duration of the increased responsibility.

ARTICLE 23

HOURS OF WORK

23.01 Except as noted in Clause 23.02, the normal hours of work for employees covered by this Collective Agreement shall be seven (7) hours per day and thirty-five (35) hours per week.

23.02 The normal hours of work for Caregivers at the Child Care Centre shall be seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week.

23.03 The normal hours of work outlined in Clauses 23.01 and 23.02 shall be carried out during the period from 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.

23.04 The normal work week for employees shall consist of five (5) work days with two (2) consecutive days off. The two (2) consecutive days off shall normally be Saturday and Sunday.

23.05 An employee's daily hours of work shall run consecutively except for an unpaid meal period of not less than thirty (30) minutes at approximately the midpoint of the work day.

23.06 Rest Breaks

- (a) Each employee working five (5) or more hours in a work day shall receive a total of at least thirty (30) minutes of paid rest break(s) per work day.
- (b) Each employee working less than five (5) hours in a work day shall receive a total of at least fifteen (15) minutes of paid rest break(s) per work day.

23.07 An employee shall have not less than ten (10) hours off between work periods except in the case of overtime.

23.08 Each employee shall be provided with a work schedule outlining his regular work day and regular work week. Such work schedule shall remain in effect until changed as per Clause 23.09.

23.09 Changes in Schedule

- (a) The College shall advise an employee a minimum of fourteen (14) calendar days in advance of a change in his work schedule and the reasons for the change as they relate to the needs of the public and/or the efficient operation of the College. The change in work schedule shall become the regular daily and weekly work schedule.
- (b) Clause 23.09 (a) is not intended to:
 - (i) Apply to single or occasional instances,
 - (ii) Apply to cases of emergency, or
 - (iii) Reduce the employee's eligibility for overtime.

- 25.02 When an employee applies for and accepts a second position at the College and the acceptance of the second position causes the employee's combined hours of work to exceed those outlined in Clause 23.01, or Clause 23.02 in the case of a Caregiver at the Child Care Centre, then the employee may work up to eight (8) hours per day and forty-four (44) hours per week without incurring overtime.
- 25.03 Overtime requires prior written authorization by the College and the prior consent of the employee.
- 25.04 Overtime shall normally be first offered to the employee filling the position requiring the overtime, if such employee is readily available.
- 25.05 Except in cases of extenuating circumstances, the maximum hours that an employee shall work in a day is twelve (12) hours.
- 25.06 An employee who has been authorized to work overtime shall be compensated as follows:
- (a) For overtime hours worked on a regularly scheduled work day, he shall be paid at one and one-half (1½) times his regular hourly rate for each of the first two (2) hours worked in excess of his regular daily hours and at two (2) times his regular hourly rate for each hour worked in excess of two (2) hours.
 - (b) For overtime hours worked on a regularly scheduled day off, he shall be paid at one and one-half (1½) times his regular hourly rate for each of the first two (2) hours worked in excess of his regular daily hours and at two (2) times his regular hourly rate for each hour worked in excess of two (2) hours.
 - (c) For overtime hours worked on a general holiday, as per Article 34,
 - (i) A permanent employee shall be paid two (2) times his regular hourly rate plus receive an additional day off with pay at a time mutually agreeable between the employee and the College. Such a day off shall be taken within four (4) months of the overtime occurring.
 - (ii) A term-certain employee shall be paid two (2) times his regular hourly rate.
- 25.07 An employee may, by mutual agreement with his supervisor, be compensated through time off in lieu of payment for overtime worked pursuant to Clause 25.06. In such cases, the following conditions shall apply:
- (a) Time off in lieu shall be:
 - (i) At one and one-half (1½) hours off for each one (1) hour of overtime worked at one and one-half (1½) times the regular rate of pay, and
 - (ii) At two (2) hours off for each one (1) hour of overtime worked at two (2) times the regular hourly rate of pay.

- (b) Time off in lieu shall be taken within four (4) months of the pay period in which the overtime occurred. However, if the employee is unable to take the time off in lieu during this period, the employee shall be paid out the overtime.

ARTICLE 26 STANDBY

- 26.01 “Standby” is defined as a period of time, outside of the employee’s regularly scheduled work hours, during which the College designates an employee to be, if so required, immediately available to return to work.
- 26.02 Under normal circumstances, except in cases of emergency, a schedule for standby duty shall be available to all employees at least one (1) month in advance of their being on standby. The standby schedule shall be determined by the employee’s supervisor.
- 26.03 When an employee is on standby, he shall be paid the amount of one-half (1/2) hour’s pay at his regular hourly rate for every four (4) hours on standby, or portion thereof, on a day that is not a general holiday. For standby on a general holiday, the payment shall be one (1) hour’s pay at his regular rate of pay for each four (4) hours on standby, or portion thereof, and he shall be entitled to one additional day off with pay.
- 26.04 When an employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 26.05 When an employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 26.03 for the hours he was on standby and paid pursuant to Article 27 for the hours worked on call back.
- 26.06 Except in an emergency, an employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive general holidays.

ARTICLE 27 CALL BACK

- 27.01 “Call Back” is defined as a period of time, outside of the employee’s regularly scheduled work hours, during which the employee is recalled to his place of work for a specific work assignment.
- 27.02 In the event an employee is called in to work as a result of a call back, he shall be compensated at the applicable overtime rate pursuant to Article 25 for a minimum of three (3) hours or the actual hours worked, whichever is greater, during such call back, including travel time.

ARTICLE 28 PERFORMANCE MANAGEMENT

- 28.01 A formal written evaluation of each employee shall occur at least every two (2) years.
 - (a) The written evaluation shall be completed by the employee’s supervisor.
 - (b) The written evaluation shall be based upon the following criteria:

sufficient opportunity to obtain and consult with the representative prior to any discussion taking place.

A verbal reprimand shall be delivered in a private meeting with the employee and Association representative when an Association representative is requested by the employee.

(b) Step 2 Written Reprimand

A written reprimand received by an employee shall be addressed to the employee and state the reasons(s) for the written reprimand.

(c) Step 3 Disciplinary Probation

An employee who is placed on disciplinary probation shall be advised in writing stating the reasons for being placed on disciplinary probation, the effective date of the disciplinary probation, the length of the disciplinary probation period and the expectations of remediation.

The written notice of disciplinary probation shall be addressed to the employee and shall be received by the employee within one (1) working day of the effective date of the disciplinary probation.

The period of disciplinary probation shall not exceed thirty (30) working days.

(d) Step 4 Termination

An employee who is terminated shall be given written notice confirming termination and stating the reason(s) for the termination.

The written notice of termination shall be addressed to the employee and shall be presented or couriered to the employee within one (1) working day of the effective date of the termination.

29.05 In addition to the disciplinary procedure outlined in Clause 29.04, in instances of alleged theft, fraud, physical abuse, substance abuse, or an incident of equal gravity, the employee may be suspended pending investigation of the incident. In such instances:

- (a) An employee who is placed on suspension shall be given written notice of suspension stating the reason(s) for the suspension, the effective date of the suspension and the length of the suspension period.
- (b) The written notice of suspension shall be addressed to the employee and shall be presented or couriered to the employee within one (1) working day of the effective date of the suspension.
- (c) The suspension may be with or without pay, and the period of the suspension shall not exceed fifteen (15) working days.

- 29.06 At each step of the disciplinary procedure the College shall provide the employee with a reasonable opportunity to remedy the situation giving rise to the disciplinary action prior to moving to the next step in the procedure.
- 29.07 Copies of all documentation of disciplinary steps two (2), three (3), and four (4), as per Clause 29.04, and suspension, as per Clause 29.05, shall be:
- (a) Forwarded to the Association using the same timelines as outlined in the disciplinary procedure, and
 - (b) Forwarded to Human Resources for inclusion in the employee's personnel file.
- 29.08 Failure to provide documentation of disciplinary action within the prescribed time limitations and procedures shall be deemed to indicate abandonment of such disciplinary action as may have been taken. Any change to the terms and conditions of employment shall be retroactively restored and any loss of regular earnings by the employee shall be paid to the employee.
- 29.09 The time limits fixed in Article 29 may be extended by mutual agreement between the College and the Association.
- 29.10 In the cases of discipline and termination, the burden of proof of just cause shall rest with the College.
- 29.11 If, in the opinion of the College and the Association, an employee has been unjustly suspended or terminated, the employee shall:
- (a) Be reinstated in his former position, without loss of salary or benefits, or
 - (b) If his former position is not available, be appointed to a vacant position for which he meets the qualifications, without loss of salary or benefits, or
 - (c) Be compensated in such a manner as is judged equitable in the opinion of the College and the Association or an Arbitrator or Arbitration Board, if the matter is referred to an Arbitrator or Arbitration Board.
- 29.12 If an Arbitrator or Arbitration Board determines that an employee has been terminated or otherwise disciplined for just cause, the Arbitrator or Arbitration Board may substitute some other penalty for the termination or discipline, and award such remedies as are considered just and reasonable in all the circumstances.

ARTICLE 30 GRIEVANCE PROCEDURE

- 30.01 A grievance is a dispute or misunderstanding between one or more employees, or the Association acting on its own behalf or on behalf of the employee(s), and the College regarding the interpretation, application, operation, contravention or alleged contravention of this Collective Agreement as well as any complaint alleging unjust

treatment, unfair working conditions or unjust disciplinary action. All such grievances shall be dealt with through the Grievance Procedure.

30.02 For the purposes of Article 30, employee means a current employee of the College or a former employee of the College terminated as per Article 32 or Article 29. In the case of a former employee, he shall have access to the Grievance Procedure commencing at Clause 30.04(c) (Step 3) for a period of five (5) working days following receipt of the written notice of termination.

30.03 An employee complaint alleging harassment or discrimination may be presented commencing at Clause 30.04 (b) (Step 2) of the Grievance Procedure.

30.04 When an employee grievance arises, it shall be settled in the following manner:

(a) Step 1: Within twenty-eight (28) calendar days from the date of the incident or knowledge of the incident, the employee(s) concerned shall first seek to settle the grievance in discussion with their supervisor. The employee(s) concerned shall be entitled to have an Association representative present during these discussions.

(b) Step 2: If the grievance is not resolved satisfactorily in Step 1, a written statement of the grievance shall be submitted by the President of the Association on behalf of the grievor(s) to the Director within fourteen (14) calendar days of the Step 1 meeting.

Within fourteen (14) calendar days of receiving the statement of grievance, the Director shall arrange to meet with the parties involved in Step 1 of the grievance and an Association representative with a view to resolving the grievance.

(c) Step 3: If the grievance is not resolved satisfactorily in Step 2, a written statement of grievance shall be submitted by the President of the Association on behalf of the grievor(s) to the President of the College within twenty-eight (28) calendar days of the Step 2 meeting.

Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College shall hold a hearing with the Association and the parties involved and shall render a decision in writing within seven (7) calendar days of the hearing.

(d) Step 4: If the grievance is not resolved satisfactorily in Step 3, the grievance shall be referred to arbitration within twenty-eight (28) calendar days of the College President's decision. Proceedings shall be followed as stipulated under the provisions of the Public Service Employee Relations Act.

30.05 When an Association grievance arises, it shall be settled in the following manner:

(a) Step 1: The President of the Association shall file a written statement of grievance with the President of the College within twenty-eight (28) calendar days of

the incident giving rise to the grievance. The statement of grievance shall outline the Article(s) of the Collective Agreement alleged to have been violated and the redress sought.

- (b) Step 2: Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College, the President of the Association and such other parties as are deemed necessary to effect resolution shall meet in an attempt to resolve the matter.
- (c) Step 3: If the grievance is not resolved satisfactorily in Step 2, the grievance shall be referred to arbitration within twenty-eight (28) calendar days of first Step 2 meeting. Proceedings shall be followed as stipulated under the provisions of the Public Service Employee Relations Act.

30.06 When a College grievance arises, it shall be settled in the following manner:

- (a) Step 1: The President of the College shall file a written statement of grievance with the President of the Association within twenty-eight (28) calendar days of the incident giving rise to the grievance. The statement of grievance shall outline the Article(s) of the Collective Agreement alleged to have been violated and the redress sought.
- (b) Step 2: Within fourteen (14) calendar days of receiving the statement of grievance, the President of the College, the President of the Association and such other parties as are deemed necessary to effect resolution shall meet in an attempt to resolve the matter.
- (c) Step 3: If the grievance is not resolved satisfactorily in Step 2, the grievance shall be referred to arbitration within twenty-eight (28) calendar days of the initial Step 2 meeting. Proceedings shall be followed as stipulated under the provisions of the Public Service Employee Relations Act.

30.07 The time limits fixed in Clause 30.04, Clause 30.05 or Clause 30.06 may be extended by mutual agreement between the College and the Association.

30.08 When the recipient of the grievance fails to respond within the time limits prescribed in the Grievance Procedure, the grievance shall advance to the next step of the Grievance Procedure.

30.09 No Arbitrator, Arbitration Board or other body shall, by its award, alter or amend the terms and conditions of this Collective Agreement.

ARTICLE 31 CHANGE AND TRANSITION IN THE WORKPLACE

31.01 In the event of possible position abolishment, contracting out, staff changes, technology changes or changes to any employee's status or hours, the College shall inform the President of the Association (or designate) prior to any changes. The College and the Association shall meet to discuss any changes and explore alternatives. Such

alternatives may include, but not be limited to, reappointment and/or re-training and development. A concerted effort shall be made to reach a mutual agreement.

31.02 Contracting out of work or services shall not normally be used to circumvent the establishment or maintenance of permanent positions or term-certain positions.

31.03 In the event the College intends to contract out any work or services presently performed by an employee or position covered by this Collective Agreement, the College shall, in addition to the requirements of Clause 32.01, make every reasonable effort to have the affected employee hired by the contractor.

31.04 In the event the College determines it necessary to abolish one or more permanent positions as per Clause 32.01, the College shall, during the period of notice as per Clause 32.01(c), make a reasonable effort to retrain and/or upgrade the affected employee to meet the qualifications of a vacant permanent or term-certain position.

ARTICLE 32 TERMINATION OF EMPLOYMENT

32.01 Termination For Position Abolishment

- (a) Position abolishment occurs when the College eliminates a permanent position, occupied by a part-time permanent employee or a full-time permanent employee, which it does not intend to re-establish in the foreseeable future.
- (b) Should the College determine it necessary to abolish one or more permanent positions, the College shall notify the President of the Association (or designate) with as much advance notice as possible. The President of the Association (or designate) and the College shall meet and discuss reasonable measures to address the interests of the affected employee or employee(s).
- (c) An employee who is being terminated due to position abolishment shall receive at least thirty (30) days written notice of termination of employment.
- (d) At the discretion of the employee, he may select to receive payment in lieu of the period of notice outlined in Clause 32.01 (c). Such payment shall not impact his eligibility for, or the value of, the severance payment.
- (e) From the time of notice of termination due to position abolishment, the College shall not reduce the wages, rate of wages or alter any term or condition of employment of the employee unless mutually agreed to by the College and the employee.
- (f) For twelve (12) months following the date of termination of the employee, should the employee be rehired by the College, he shall retain, at a minimum, his benefit and vacation entitlement that existed at the time of termination.
- (g) During the period of notice of termination due to position abolishment, the College shall allow the affected employee a reasonable amount of time off with pay for interviews with prospective employers other than the College.

- (h) Immediately upon termination of employment due to position abolishment, the employee shall receive a severance payment based on length of service at the College. The amount of the severance payment shall be as follows:

Length Of Service	Severance Payment
1-12 months	One (1) month
13-48 months	Two (2) months
49+ months	½ month for each full and partial year to a maximum of eight (8) months

- (i) An employee of the Child Care Centre who is being terminated due to position abolishment shall receive one (1) month written notice or one (1) month's salary in lieu of notice.
- (j) An employee who is being terminated due to position abolishment shall be provided with five hundred dollars (\$500) for career transition assistance to be used at his discretion.

32.02 Termination Without Cause

- (a) Should the College terminate an employee from a position without cause, the College shall provide him with the greater of:
- (i) Six (6) month's severance
 - or
 - (ii) One (1) month's salary for each full and partial year of service to a maximum of twelve (12) month's salary.
- (b) An employee who is being terminated without cause shall be provided with five hundred dollars (\$500) for career transition assistance to be used at his discretion.

32.03 Termination For Just Cause

- (a) Where termination is for just cause, an employee may be released without notice or severance payment.

ARTICLE 33 RESIGNATION

33.01 All employees are asked to give a minimum of two (2) weeks notice when voluntarily terminating employment with the College.

33.02 The notice shall be in written form and shall be submitted to the supervisor with a copy to the Director.

33.03 From the time of notice of resignation to the effective date, the College shall not reduce the wages, rate of wages or alter any term or condition of employment of the employee unless mutually agreed to by the College and the employee.

ARTICLE 34 GENERAL HOLIDAYS

34.01 General Holidays

- (a) Subject to Provincial and Federal regulations and civic proclamations, employees covered by this Collective Agreement shall be entitled to the following paid general holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Afternoon
Canada Day	Christmas Day
Civic Holiday in August	Boxing Day

and any other day designated as a general holiday by the Lieutenant Governor or Governor General in Council.

- (b) In addition to the general holidays outlined in Clause 34.01 (a), employees covered by this Collective Agreement shall receive paid general holidays between Boxing Day and New Year's Day.

34.02 Where a paid general holiday, as per Clause 34.01 (a), falls on a Saturday or Sunday, the paid general holiday shall be observed the preceding Friday or the following Monday, as determined by the College.

34.03 Where a paid general holiday, as per Clause 34.01 (a), falls on an employee's regularly scheduled day off, the employee shall be entitled to another paid day off (in lieu of that paid general holiday) to be taken at a time agreed upon by the employee and his supervisor within thirty (30) calendar days of the general holiday occurring. In instances where Clause 34.02 applies, the date the general holiday is observed, rather than the date the general holiday falls, shall be used for the purpose of applying Clause 34.03.

ARTICLE 35 VACATION

35.01 The vacation year shall be from July 1st to June 30th. In determining vacation entitlement, an employee's service shall be calculated as at July 1st each year.

35.02 Each employee, except as noted in Clause 35.03, shall receive:

- (a) Twenty (20) working days vacation per year worked during the first five (5) years of employment, and
- (b) Twenty (20) working days plus one (1) additional working day for each year worked beyond five (5) years to a maximum of thirty (30) days vacation.

35.03 Each Child Care Centre employee shall receive:

- (a) Fifteen (15) working days vacation per year worked during the first five (5) years of employment, and
- (b) Twenty (20) working days vacation per year worked after five (5) years of employment.

35.04 General holidays falling within the vacation period shall not be counted as vacation time.

35.05 An employee shall be entitled to a minimum of ten (10) working days of uninterrupted vacation.

35.06 The scheduling of vacation is subject to the prior written approval of the employee's supervisor.

35.07 Payment in lieu of vacation will be given for any period of vacation the College requires the employee to forego, providing mutual agreement between the employee and the College, to a maximum of ten (10) working days. During this period, the employee shall be compensated at one and one-half (1½) times their regular rate of pay in addition to the vacation pay they would normally receive during this period.

35.08 An employee may, subject to supervisory approval, carry over up to a maximum of ten (10) working days of his vacation entitlement into the next vacation year.

35.09 Upon termination of employment, an employee shall receive payment in lieu of outstanding earned vacation.

ARTICLE 36 BENEFITS

36.01 The College shall provide comprehensive group health, insurance and related benefits for employees.

(a) Alberta Health Care

- (i) Benefits are voluntary for employees covered by this Collective Agreement.
- (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the employee.

(b) Life Insurance and Accidental Death and Dismemberment

- (i) Benefits are voluntary for employees covered by this Collective Agreement.
- (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the employee.

- (iii) Premiums for enhanced coverage shall be paid fifty percent (50%) by the College and fifty percent (50%) by the employee.
- (c) Workers' Compensation
- (i) The College shall continue to pay an employee in receipt of Workers' Compensation payments as a result of an illness or injury occurring in the course of his work duties for the College at one hundred percent (100%) of his regular rate of pay until the earliest of the following:
 - (1) The Workers' Compensation Board certifies that the employee is able to return to work, or
 - (2) The Workers' Compensation Board grants the employee a disability pension as a result of the employee not being able to return to work, or
 - (3) The employee is eligible for an unreduced Local Authorities Pension, or
 - (4) The employee's term of appointment expires, in the case of a term-certain employee.
 - (ii) The employee shall assign to the College all payments from Workers' Compensation for loss of wages and tax allowance.
- (d) Dental Care
- (i) Benefits, unless other coverage is present, are mandatory for employees who work seventeen and one-half (17½) hours or more per week and are covered by this Collective Agreement.
 - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the employee.
- (e) Extended Health Care
- (i) Benefits, unless other coverage is present, are mandatory for employees who work seventeen and one-half (17½) hours or more per week and are covered by this Collective Agreement.
 - (ii) Seventy-five percent (75%) of the premiums shall be paid by the College and twenty-five percent (25%) by the employee.
- (f) Local Authorities Pension Plan
- (i) There is a waiting period of twelve (12) months from the commencement of employment before new employees shall be eligible to join the Local

Authorities Pension Plan. Coverage shall commence immediately following completion of the waiting period.

- (ii) Eligibility for enrollment shall be in accordance with the mandatory participation criteria of the Local Authorities Pension Plan Act in effect at the time of employment commencing.
 - (iii) Contributions to the plan are shared by the College and the employee as stipulated by the Local Authorities Pension Plan.
- (g) Long-Term Disability
- (i) The College shall effect and maintain a Long-Term Disability Plan.
 - (ii) There is a waiting period of twelve (12) months from the commencement of employment before new employees shall be eligible to join the Long-Term Disability Plan. Coverage shall commence immediately following completion of the waiting period.
 - (iii) Benefits are mandatory for permanent employees who work seventeen and one-half (17½) hours or more per week and are covered by this Collective Agreement.
 - (iv) The premiums are paid one hundred percent (100%) percent by the employee.

36.02 If the Association or the College wish to propose changes to any of the components of the benefits outlined in Article 36, such proposals must be presented to the Benefits Advisory Committee for its consideration and resolution in line with its Terms of Reference.

36.03 The benefits outlined in Article 36 are provided to those employees who meet the eligibility criteria negotiated with the respective Carriers of the benefits.

36.04 Unless otherwise provided in Clause 36.01, eligible employees have no waiting period for benefits. Benefits are available to the employee on the first (1st) of the month following the commencement of his employment.

36.05 The College shall provide up-to-date information to the employee on all benefit plans.

36.06 The College shall deduct semi-monthly premiums from the salary of any employee who is a member of a plan and shall remit the same to the appropriate company or companies, as required.

ARTICLE 37 LEAVE

37.01 For the purpose of Article 37, "illness" means any illness, medical condition, injury, disability or quarantine affecting an employee.

37.02 Unless otherwise provided in Article 37, an employee on leave, as per Article 37, shall continue to receive all benefits, as per Article 36, and shall continue to accrue service time.

37.03 Casual Sickness Leave

- (a) "Casual sickness" means an illness which causes an employee to be absent from service for five (5) consecutive working days or less.
- (b) Each employee shall be entitled to a maximum of twenty (20) working days with pay of casual sickness leave each fiscal year without carryover.
- (c) Each day or portion of a day of casual sickness used within a fiscal year shall be deducted from an employee's remaining casual sickness leave entitlement for that year.
- (d) Casual sickness leave may be granted for the purpose of providing personal care to an employee's spouse, fiancée, child, parent, grandparent, sibling, in-law, or any other relative the employee has responsibility for.

37.04 Short-Term Disability Leave

- (a) "Short-term disability" means an illness that causes an employee to be absent from service for six (6) or more consecutive working days.
- (b) The College shall self ensure this benefit for a period of ninety (90) calendar days.
- (c) Short-term disability leave shall be in addition to any casual sickness leave entitlements specified in Clause 37.03.
- (d) After an employee has completed a period of short-term disability leave, he will be able to exercise one of the following options:
 - (i) Commence long-term disability leave, as per Clause 37.05.
 - (ii) Return to work in his original capacity.
 - (iii) Return to work on an illness related modified work program.
 - (iv) Take an immediate leave of absence as per Clause 37.13.
 - (v) An employee who is not granted long-term disability benefits by the carrier and who does not wish to return to work, shall be granted, upon his request, a leave of absence without pay, as per Clause 37.10, for a period of up to three (3) months.

37.05 Long-Term Disability Leave

- (a) In instances of long term illness, an employee may be eligible for long-term disability leave under the Long-Term Disability Plan, as per Clause 36.01 (g), pursuant to the terms of that plan.
- (b) Should an employee return to work at any point during the first twenty-four (24) months of long-term disability, such employee shall be reinstated to his original position or provided with an alternate position of a comparable nature at the same rate of pay if his original position has been abolished or is no longer available.
- (c) An employee shall not accrue service time, while on long-term disability leave, as per Clause 37.05.

37.06 Medical Certificate Requirement

- (a) The College may require a certificate from a duly qualified medical practitioner certifying that an employee's absence was necessitated by illness if any such absence exceeds five (5) working days.
- (b) The cost, if any, for this certificate, shall be borne by, or reimbursed to the Employee by, Human Resources.

37.07 Health and Wellness Appointment Leave

- (a) An employee shall be entitled to time off for the purpose of attending health and wellness appointments.
- (b) An employee taking time off for health and wellness appointments shall provide his supervisor (or designate) with as much advance notice as possible.
- (c) An employee may either make up the scheduled time within five (5) working days or access his casual sickness leave in one-half (1/2) hour increments. Such arrangements shall be approved by the supervisor (or designate) in consultation with the employee.

37.08 Compassionate Leave

- (a) An employee shall be granted five (5) working days with pay in the event of the death or critical illness of his spouse, fiancée, child, parent, grandparent, grandchild, sibling or in-law.
- (b) In recognition that compassionate leave, as per Clause 37.08(a) is based on individual circumstances, a member of Senior Leadership may grant, upon request, additional compassionate leave with pay.
- (c) In the case of the death of others, the College may, in its discretion, grant leave with or without pay for such period of time as may be deemed appropriate.

- (d) The College may, in its discretion, grant one (1) day of paid leave to an employee to attend a funeral as a pallbearer or mourner.

37.09 Job Share

- (a) A job share may be granted to an employee at the discretion of the Director upon the recommendation of the employee's supervisor.

37.10 Leave of Absence Without Pay

- (a) A leave of absence without pay may be granted at the discretion of the Director.
- (b) Upon conclusion of the leave of absence, the employee shall be reinstated to his original position or provided with an alternate position of a comparable nature at the same rate of pay if his original position has been abolished.
- (c) Requests for such leave must be made in writing to the Director at least ninety (90) calendar days prior to the commencement of the leave.
- (d) An employee shall not accrue service time, while on a leave of absence without pay, as per Clause 37.10.

37.11 Education Leave

- (a) A full-time permanent or part-time permanent employee may take a leave of absence without pay as per Clause 37.10 for the purpose of educational pursuits. Such an employee shall be on education leave.
- (b) In addition to the terms of Clause 37.10, an employee on education leave shall have access to professional development as per Article 39.

37.12 Secondment Leave

- (a) A full-time permanent or part-time permanent employee may request a leave from his permanent position to fill a term-certain position within the Association. Such an employee shall be on secondment.
- (b) An employee on secondment shall retain all his original rights and privileges, under this Collective Agreement, as a full-time permanent or part-time permanent employee.
- (c) Upon conclusion of the secondment, the employee shall be reinstated to his original position or provided with an alternate position of a comparable nature at the same rate of pay if his original position has been abolished.

37.13 Maternity and Parental Leave

- (a) Maternity and parental leave for the purpose of Clause 37.13 is in relation to the birth mother.

- (b) Maternity and parental leave shall be granted by the College, upon application to the Director, to all employees eligible under the provisions of the Alberta Employment Standards Code in effect at the time of application.
- (c) Such leave shall be applied for, in writing, not less than three (3) months prior to the estimated confinement date.
- (d)
 - (i) A full-time permanent employee or a part-time permanent employee who has completed twelve (12) months of continuous employment shall be eligible for a combination of fifty-two (52) weeks of maternity and parental leave. The leave may commence at any time during the twelve (12) weeks prior to the estimated date of delivery. Any changes to approved leaves shall be in accordance with the provisions of the Alberta Employment Standards Code.
 - (ii) During the period of the leave in which the employee is medically unable to work, the College shall provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix 'E') and pay the College portion of benefit premiums, providing that the employee submits a medical certificate acceptable to the College supporting the absence on medical grounds.
- (e) Upon conclusion of the maternity and parental leave, the employee shall be reinstated to their original position or provided with an alternate position of a comparable nature at the same rate of pay if her original position has been abolished.
- (f) If a medical certificate is required for the employee to return from leave to regular employment, it shall be at the expense of the College.
- (g) Where a medical certificate is provided, stating that a longer period of leave is required due to complications related to pregnancy, the Director shall extend the leave up to a maximum of eighteen (18) months.
- (h) Whenever an employee is absent for more than twelve (12) months on maternity and parental leave and where the Director has not extended the leave period, the employee shall automatically be deemed to have terminated employment when the twelve (12) month period expires.
- (i) An employee who wishes to return to work from maternity and parental leave or wishes to resign while on leave, shall provide the College one (1) month's written notice of such intention.
- (j) An employee may, subject to supervisory approval, carry over up to one-half (1/2) of her outstanding vacation entitlement to be utilized following her return from maternity and parental leave.

37.14 Adoption Leave and Parental Leave

- (a) An employee eligible under the Alberta Employment Standards Code shall be granted an adoption and/or parental leave consistent with the provisions of the Code, upon written application to the Director.
- (b) Upon conclusion of adoption and/or parental leave, the employee shall be reinstated to his original position or provided with an alternate position of a comparable nature at the same rate of pay if his original position has been abolished.

37.15 Leave for Court Appearances

- (a) Leave with pay shall be granted to an employee who is:
 - (i) Summoned to serve jury duty.
 - (ii) Subpoenaed as a witness in court action not involving litigation in which he is a principal.
 - (iii) Subpoenaed to represent the College as a witness or defendant.
 - (iv) Involved in litigation as a result of action related to carrying out his official College duties and responsibilities.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be granted without pay.
- (c) An employee in receipt of regular earnings while serving at court shall remit to the College all moneys paid to them by the court, except traveling and meal allowances.

37.16 Moving Leave

- (a) An employee shall be entitled to one (1) working day per fiscal year with pay to move to a new place of residence.

37.17 Grandparent Leave

- (a) An employee shall be entitled to one (1) working day with pay to support his daughter or son on or following the birth of a grandchild.

37.18 When an employee on vacation as per Article 35:

- (a) Verifies a period of hospitalization, or
- (b) Qualifies for compassionate leave

the period of vacation that has been displaced shall be added to the vacation period or reinstated for later use.

37.19 An employee shall not accrue service time:

- (a) While on Long Term Disability as per Clause 37.05.
- (b) While on a Leave of Absence Without Pay, as per Clause 37.10, where the period of leave exceeds three (3) months.

ARTICLE 38 DEFERRED SALARY LEAVE PLAN

38.01 Subject to the approval of Administration, an employee may participate in a Deferred Salary Leave Plan. The College shall administer the plan in accordance to the plan document dated December, 1986, and revised from time to time.

38.02 The number of employees approved by Administration to go on a Deferred Salary Leave in a given academic year shall be a maximum of ten percent (10%) of the total full-time permanent employees on staff at the time.

38.03 The provisions of the Collective Agreement shall not apply during Deferred Salary Leave, except that the employee may choose, at his own cost, to continue the health care insurance and other benefits that are applicable, subject to the provisions of the contract between the College and the carrier of such benefits.

38.04 An employee granted a Deferred Salary Leave shall obtain a position on his return. The period during which a person is on Deferred Salary Leave shall not count toward his service time under this Collective Agreement or toward his earning of an increment.

ARTICLE 39 PROFESSIONAL DEVELOPMENT

39.01 The College and the Association recognize the value of maintaining a proactive, knowledgeable and innovative workforce. As such, the College encourages and supports employees to pursue professional development activities.

39.02 Professional Development Fund

- (a) In every fiscal year, the College shall make provision in its budget for a professional development fund for the purpose of providing employees with professional development opportunities.
- (b) Decisions regarding changes to the professional development fund shall be made by the College, in consultation with the Professional Development Committee - CUPE and SSA.

39.03 Professional Memberships, Conference Attendance and Training

- (a) The College shall make provisions, independent of the professional development fund, for the purposes of employee membership in professional associations, attendance at professional conferences and training where it is a requirement of the employee's position at the College.

- (b) In addition to Clause 39.03 (a), an employee may access professional development funds for the purpose of his attendance at professional conferences.

39.04 Tuition Free Courses

- (a) Each employee and each member of his immediate family shall be entitled to enroll in College sponsored credit courses without payment of tuition fees. Each person:
 - (i) Is entitled to a maximum of one (1) course waiver of a three (3) credit course for each term, up to a maximum of three (3) course waivers in any one (1) calendar year.
 - (ii) Shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the course.

ARTICLE 40 ATTENDANCE AT COURSES, SEMINARS AND CONFERENCES

40.01 Employees who have been given permission by their supervisor to attend a day credit course, seminar, conference or equivalent during regularly scheduled hours of work shall be allowed time off with pay to attend.

40.02 An employee who is required, by the College, to attend a training course, seminar, conference or equivalent outside regularly scheduled hours of work or on a regularly scheduled day off shall be granted equivalent time off in lieu at straight time rates.

40.03 An employee who is required, by the College, to attend a training course, seminar, conference or equivalent which necessitates travel outside the urban area in which he is employed shall be compensated at straight time for the actual hours spent in travel provided such travel time is in excess of the regularly scheduled work day or the regularly scheduled work week.

ARTICLE 41 TRAVEL AND EXPENSES

41.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with current College policy and rates.

ARTICLE 42 INSURANCE COVERAGE

42.01 All employees are covered by College insurance while on College business.

ARTICLE 43 PARKING

43.01 The same regulations governing parking facilities that apply to the other College employees will apply to employees covered by this Collective Agreement.

APPENDIX A

POSITIONS BY PAY GRADE - LEVEL 0 TO 11

LEVEL	POSITION TITLE
0	Child Caregiver
	Courier
LEVEL	POSITION TITLE
1	
LEVEL	POSITION TITLE
2	Child Caregiver
	Cook Caregiver
	English As A Second Language Tutor
	Sports Facilities & Equipment Attendant
LEVEL	POSITION TITLE
3	Child Caregiver
	Child Caregiver - Special Needs
	Front of House Assistant Manager
	Horticulturalist
LEVEL	POSITION TITLE
4	Ceramics Technician
	Computer Learning Lab Tutor
	Cutorial Technician
	Disability Services Aide
	House Technician/Stage Manager
	Library Information Commons Tutor
LEVEL	POSITION TITLE
5	Appraisal Services Coordinator
	Braillist
	CLSS Tutor
	Computer Lab Coordinator
	Computer Technician - Equipment
	ECS Specialist
	Family Day Home Consultant
	Front of House Manager
	Graphic Technician
	Technical Support Analyst
	Tobacco Reduction Program Coordinator
	Trades Shop Technician
	Train Station Coordinator
	Tutor Bank Aide
	Web Specialist

LEVEL	POSITION TITLE
6	Be Fit For Life Coordinator
	Biology Laboratory Technologist
	Children's Program Coordinator
	Document Technician
	Head of Wardrobe
	Inclusive Post Secondary Education (IPSE) Facilitator
	Marker
	Materials Management Technician
	Promotions/Recruitment Coordinator
	Prospective Student Consultant
	Research Technician
	Safety Codes Marker
	Technical Support Analyst
	Tutor Bank Coordinator
LEVEL	POSITION TITLE
7	Accounting Technician
	Alumni Consultant
	Awards & Scholarships Advisor
	Biology Laboratory Technologist
	Bookstore Assistant Manager
	Budget Technician
	Chemistry Laboratory Technologist
	Clinical Placement Coordinator
	Communications Consultant
	Computer Services Consultant
	Library Specialist
	Maintenance Technician
	Marketing & Events Coordinator
	Performing Arts Facility Coordinator
	Physics Laboratory Technologist
	Pre-Employment Coordinator
	Project Coordinator
	Prospective Student Consultant
	Residence Life Coordinator
	Scene Shop Foreman
	Sports Facilities & Equipment Coordinator
Trades Shop Technician	
Visual Arts Technician	

APPENDIX A CONT. POSITIONS BY PAY GRADE - LEVEL 0 TO 11

LEVEL	POSITION TITLE
8	Administration Coordinator
	Athletic Trainer/Therapist
	Audio Visual Coordinator *
	Campus Facility Coordinator
	Computer Learning Lab Coordinator
	Document Centre Coordinator
	Employment Services Coordinator
	Inclusive Post Secondary Education (IPSE) Coordinator
	Information Analyst
	Marketing Coordinator
	Marketing & Promotion Coordinator
	Materials Management Coordinator
	Multimedia Specialist
	Multimedia Web Specialist
	Programmer/Analyst
	Research Consultant
	Security & Services Coordinator
	Sign Language Interpreter
	Stage Manager
Student Support Centre Coordinator	
Technical Support Analyst	
Web Specialist	

**Current incumbent is a member of CUPE Local 1445 and will remain as such for the duration of incumbency. At such time as the current incumbent vacates said position, the new incumbent will be a member of the Red Deer College Support Staff Association.*

LEVEL	POSITION TITLE
9	Academic Advising Coordinator
	Academic Advisor
	Administration Coordinator
	Budget Technician
	Development Coordinator
	Distance Learning Coordinator
	EduWeb Career Consultant
	Financial Accountant
	Information Centre & Prospective Student Coordinator
	Information Specialist
	International Programs Coordinator
	Learning Strategist
	Marketing & Communications Coordinator
	Program Coordinator
	Programs Administration Coordinator
	Project Coordinator
	Student Funding & Awards Coordinator
	Systems & Network Administrator
	Web Services Coordinator
Webmaster	

LEVEL	POSITION TITLE
10	Accountant
	Assessment Services Coordinator
	Disability Services Coordinator
	Extension Services Coordinator
	Learning Skills Coordinator
	Programmer/Analyst
	Project Coordinator
	Science Laboratory Coordinator

LEVEL	POSITION TITLE
11	Computer Client Services Coordinator
	Database Administrator
	Research Services Coordinator

APPENDIX B

POSITIONS BY PAY GRADE - LEVEL A TO K & STIPEND

LEVEL	POSITION TITLE
A	Maintenance Technician
	Note Taker
	Nursing Lab Technician
	Sports Facilities Attendant
	Stage Technician

LEVEL	POSITION TITLE
B	Bartender
	Costume Shop Technician
	Disabled Services Tutor
	Groundskeeper
	Language Aide
	Mover & Maintenance Technician
	Peer Tutor
	Sports Facilities Attendant - Train Station
	Studio Technician
	Student B
	Summer Program Attendant

LEVEL	POSITION TITLE
C	Bingo Coordinator
	Researcher
	Summer Sport Camp Leader

LEVEL	POSITION TITLE
D	Academic Aide
	Fitness Consultant
	Marker
	Rufus
	Student D
Summer Science Camp Lab Technologist	

LEVEL	POSITION TITLE
E	Computer Technician - Equipment
	LITE Centre Technologist
	Outreach Coordinator
	Shop Technician - Trades
	Visual Arts Model

LEVEL	POSITION TITLE
F	Researcher - Special Summer Project
	Student F

LEVEL	POSITION TITLE
G	Exercise Programmer
	Fitness Consultant
	Group Exercise Leader
	Summer Program Coordinator

LEVEL	POSITION TITLE
K	Entertainer
	Nursing Lab Tutor

LEVEL	POSITION TITLE
STIPEND	Intramural Programmer
	Rehearsal Pianist
	Residence Attendant - Block
	Residence Attendant - Rowhouse
	Residence Attendant - Tower
	Residence Attendant - Wing 6

APPENDIX C SALARY GRID - LEVEL 0 TO 11

- For all positions described in Appendix 'A'
- Initial step no greater than "STEP 2" without HR approval
- Hourly rates based on 1820 hours annually
 - 1950 hours annually for Caregivers at the Child Care Centre

July 1, 2003 to June 30, 2004

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
LEVEL 0	17333	18027	18749	19499	20280	Step 6 & 7 available to CSD employees only (market adjustment)	
LEVEL 1	19587	20370	21186	22033	22914		
LEVEL 2	22114	22999	23919	24875	25870		
LEVEL 3	24967	25966	27005	28084	29207		
LEVEL 4	26060	27103	28187	29314	30488		
LEVEL 5	29422	30599	31822	33097	34420		
LEVEL 6	33219	34547	35929	37366	38862		
LEVEL 7	37503	39004	40565	42188	43873	45629	47453
LEVEL 8	42340	44036	45796	47628	49533	51515	53576
LEVEL 9	47804	49715	51704	53773	55924	58161	60486
LEVEL 10	53971	56130	58375	60710	63137	65664	68291
LEVEL 11	60932	63370	65905	68542	71282	74133	77099

July 1, 2004 to June 30, 2005

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
LEVEL 0	18009	18730	19480	20259	21071	Step 6 & 7 available to CSD employees only (market adjustment)	
LEVEL 1	20351	21164	22012	22892	23808		
LEVEL 2	22976	23896	24852	25845	26879		
LEVEL 3	25941	26979	28058	29179	30346		
LEVEL 4	27076	28160	29286	30457	31677		
LEVEL 5	30569	31792	33063	34388	35762		
LEVEL 6	34515	35894	37330	38823	40378		
LEVEL 7	38966	40525	42147	43833	45584	47409	49304
LEVEL 8	43991	45753	47582	49485	51465	53524	55665
LEVEL 9	49668	51654	53720	55870	58105	60429	62845
LEVEL 10	56076	58319	60652	63078	65599	68225	70954
LEVEL 11	63308	65841	68475	71215	74062	77024	80106

July 1, 2005 to June 30, 2006

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
LEVEL 0	18711	19460	20240	21049	21893	Step 6 & 7 available to CSD employees only (market adjustment)	
LEVEL 1	21145	21989	22870	23785	24737		
LEVEL 2	23872	24828	25821	26853	27927		
LEVEL 3	26953	28031	29152	30317	31529		
LEVEL 4	28132	29258	30428	31645	32912		
LEVEL 5	31761	33032	34352	35729	37157		
LEVEL 6	35861	37294	38786	40337	41953		
LEVEL 7	40486	42105	43791	45542	47362	49258	51227
LEVEL 8	45707	47537	49438	51415	53472	55611	57836
LEVEL 9	51605	53669	55815	58049	60371	62786	65296
LEVEL 10	58263	60593	63017	65538	68157	70886	73721
LEVEL 11	65777	68409	71146	73992	76950	80028	83230

APPENDIX D SALARY GRID - LEVEL A TO K AND STIPEND

- For all positions described in Appendix 'B'
- Step determined by supervisor
- Level A to K paid hourly
- Stipend paid monthly

July 1, 2003 to June 30, 2004

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL A	7.44	7.73	8.04	8.35	8.68
LEVEL B	8.32	8.65	9.00	9.36	9.73
LEVEL C	9.31	9.68	10.08	10.47	10.90
LEVEL D	10.43	10.85	11.28	11.73	12.20
LEVEL E	11.68	12.16	12.64	13.15	13.67
LEVEL F	13.09	13.61	14.16	14.73	15.32
LEVEL G	14.64	15.26	15.85	16.48	17.14
LEVEL H	16.42	17.08	17.75	18.48	19.21
LEVEL I	18.39	19.13	19.90	20.68	21.51
LEVEL J	20.60	21.42	22.27	23.16	24.09
LEVEL K	23.06	23.99	24.95	25.95	26.98

STIPEND	238	262	286	311	333
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July 1, 2004 to June 30, 2005

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL A	7.73	8.03	8.35	8.68	9.02
LEVEL B	8.64	8.99	9.35	9.73	10.11
LEVEL C	9.67	10.06	10.47	10.88	11.33
LEVEL D	10.84	11.27	11.72	12.19	12.68
LEVEL E	12.14	12.63	13.13	13.66	14.20
LEVEL F	13.60	14.14	14.71	15.30	15.92
LEVEL G	15.21	15.86	16.47	17.12	17.81
LEVEL H	17.06	17.75	18.44	19.20	19.96
LEVEL I	19.11	19.88	20.68	21.49	22.35
LEVEL J	21.40	22.26	23.14	24.06	25.03
LEVEL K	23.96	24.93	25.92	26.96	28.03

STIPEND	247	272	297	323	346
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July 1, 2005 to June 30, 2006

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL A	8.03	8.34	8.68	9.02	9.37
LEVEL B	8.98	9.34	9.71	10.11	10.50
LEVEL C	10.05	10.45	10.88	11.30	11.77
LEVEL D	11.26	11.71	12.18	12.67	13.17
LEVEL E	12.61	13.12	13.64	14.19	14.75
LEVEL F	14.13	14.69	15.28	15.90	16.54
LEVEL G	15.80	16.48	17.11	17.79	18.50
LEVEL H	17.73	18.44	19.16	19.95	20.74
LEVEL I	19.86	20.66	21.49	22.33	23.22
LEVEL J	22.23	23.13	24.04	25.00	26.01
LEVEL K	24.89	25.90	26.93	28.01	29.12

STIPEND	257	283	309	336	359
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APPENDIX E

SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

Supplemental Unemployment Benefit (SUB) Plan

- A. All employees who have been employed by the College for a continuous period of at least twelve (12) months are covered by the plan.
- B. The plan is to supplement the Employment Insurance benefits received by eligible employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
 - (1) Employees must prove that they have applied for, and are in receipt of, Employment Insurance benefits under the plan.
 - (2) SUB is payable for a period during which an employee is not in receipt of Employment Insurance benefits if the only reason for non-receipt is that the claimant is serving the two week Employment Insurance waiting period.
- D.
 - (1) The benefit level paid under this plan is set at ninety-five percent (95%) of the employee's regular weekly earnings.
 - (2) The combined weekly rate of the Employment Insurance benefit and SUB payments will not exceed ninety-five percent (95%) of the employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of fifteen (15) weeks.
- F.
 - (1) The plan is financed by Red Deer College's general revenues.
 - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

LOU ADMINISTRATION OF SPECIAL COMPENSATION TO ASSOCIATION OFFICERS

Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association

Re: Administration of Special Compensation to Association Officers

It is understood that:

1. The College shall administer, at no cost to the Association, any funds the Association chooses to provide to the Association President, Vice President, Secretary, and Treasurer as special compensation for acting on behalf of the Association.
2. The payment of such compensation to the Association officer(s) shall occur once on or before April 30 of each year.
3. The Association shall inform the College of the details of the compensation payments(s) by March 31 of each year and shall provide sufficient funds to cover such payment(s).
4. This agreement shall be in effect during the full term of this collective agreement.

Roger Hohenstein

Roger Hohenstein
Director, Human Resources
Red Deer College

December 13, 2004

Date

Temple Beatty

Temple Beatty
President, Support Staff Association
Red Deer College

December 13, 2004

Date

LOU TUITION WAIVERS FOR NON-CREDIT COURSES TO EMPLOYEES

Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association

Re: Tuition Waivers for Non-Credit Courses to Employees

It is understood that:

1. As a result of discussions during recent negotiations, a joint task group will be formed to establish the feasibility of offering tuition waivers for non-credit courses to employees.
2. Concepts considered in recent negotiations are attached and will be used for reference purposes.
3. The joint task group will consist of a maximum of two (2) representatives from each of the College and the Support Staff Association. In addition, the parties agree to invite equal representation from other employee constituent groups.
4. Employees of the Extension Services department may be consulted as a resource throughout the process. Therefore, these employees are not eligible to be members of the joint task group.
5. The joint task group will be established and hold their first meeting on or before January 15, 2005.
6. The findings of the joint task group will be provided to the College, the Support Staff Association and all participating employee constituent groups on or before April 15, 2005.
7. Based on the findings of the joint task group, the College will make a decision and communicate that decision to the Support Staff Association and all participating employee constituent groups, regarding tuition waivers for non-credit courses to employees, on or before June 15, 2005.

Roger Hohenstein

Roger Hohenstein
Director, Human Resources
Red Deer College

December 13, 2004

Date

Temple Beatty

Temple Beatty
President, Support Staff Association
Red Deer College

December 13, 2004

Date

LOU CONT. TUITION WAIVERS FOR NON-CREDIT COURSES TO EMPLOYEES

Attachment to LOU re: *Tuition Wavers for Non-Credit Courses to Employees*

Red Deer College and Support Staff Association Negotiations 2003
Issue 22 BUILDING TOMORROW'S WORKFORCE
Excerpt from Tuition Article (SSA proposed wording)

An employee shall be entitled to enroll in courses offered through Extension Services at the College without payment of tuition fees, subject to the following conditions:

- (a) The course is viable with the number of fee payers.*
- (b) Attendance shall be on a "space available" basis.*
- (c) Attendance shall not interfere with the performance of the employee's regular duties.*
- (d) The employee shall be responsible for all costs of supplies, materials, or other direct costs, if any, that are required for the course.*



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