



RED DEER COLLEGE
SUPPORT STAFF ASSOCIATION

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

COLLECTIVE
AGREEMENT

July 1, 2009 – June 30, 2011



RED DEER COLLEGE

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

COLLECTIVE AGREEMENT

This agreement made this
22nd day of October A.D. 2009

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”)

TABLE OF CONTENTS

| | | |
|------------|--|----|
| ARTICLE 1 | PREAMBLE..... | 4 |
| ARTICLE 2 | TERMS OF AGREEMENT..... | 4 |
| ARTICLE 3 | DEFINITIONS | 4 |
| ARTICLE 4 | APPLICATION OF AGREEMENT | 7 |
| ARTICLE 5 | COPIES OF COLLECTIVE AGREEMENT | 7 |
| ARTICLE 6 | RETROACTIVITY | 7 |
| ARTICLE 7 | COLLECTIVE BARGAINING | 8 |
| ARTICLE 8 | NO DISCRIMINATION | 8 |
| ARTICLE 9 | MANAGEMENT RIGHTS..... | 8 |
| ARTICLE 10 | ASSOCIATION RECOGNITION | 8 |
| ARTICLE 11 | ASSOCIATION REPRESENTATION | 8 |
| ARTICLE 12 | JOINT CONSULTATION | 9 |
| ARTICLE 13 | ASSOCIATION BUSINESS | 9 |
| ARTICLE 14 | CONSTITUENCY BASED COMMITTEES | 10 |
| ARTICLE 15 | PERSONNEL FILES..... | 10 |
| ARTICLE 16 | POSITION DESCRIPTIONS..... | 11 |
| ARTICLE 17 | CLASSIFICATION AND DETERMINATION..... | 11 |
| ARTICLE 18 | TERM-CERTAIN POSITIONS | 13 |
| ARTICLE 19 | POSTING AND APPOINTMENTS..... | 14 |
| ARTICLE 20 | PROBATIONARY PERIOD..... | 15 |
| ARTICLE 21 | SALARIES..... | 16 |
| ARTICLE 22 | ACTING APPOINTMENT AND RESPONSIBILITY PAY..... | 16 |
| ARTICLE 23 | HOURS OF WORK..... | 18 |
| ARTICLE 24 | FLEXIBLE WORK SCHEDULE ARRANGEMENTS..... | 19 |
| ARTICLE 25 | OVERTIME | 20 |
| ARTICLE 26 | STANDBY | 21 |
| ARTICLE 27 | CALL BACK | 22 |
| ARTICLE 28 | PERFORMANCE MANAGEMENT | 22 |
| ARTICLE 29 | DISCIPLINARY PROCEDURE | 22 |
| ARTICLE 30 | GRIEVANCE PROCEDURE..... | 25 |
| ARTICLE 31 | CHANGE AND TRANSITION IN THE WORKPLACE | 27 |
| ARTICLE 32 | TERMINATION OF EMPLOYMENT | 27 |
| ARTICLE 33 | RESIGNATION | 29 |
| ARTICLE 34 | GENERAL HOLIDAYS..... | 29 |
| ARTICLE 35 | VACATION..... | 30 |
| ARTICLE 36 | BENEFITS..... | 30 |
| ARTICLE 37 | LEAVE..... | 33 |
| ARTICLE 38 | DEFERRED SALARY LEAVE PLAN..... | 38 |
| ARTICLE 39 | PROFESSIONAL DEVELOPMENT..... | 39 |
| ARTICLE 40 | ATTENDANCE AT COURSES, SEMINARS AND CONFERENCES..... | 40 |
| ARTICLE 41 | TRAVEL AND EXPENSES | 40 |
| ARTICLE 42 | INSURANCE COVERAGE | 40 |
| ARTICLE 43 | PARKING | 40 |
| APPENDIX A | SALARY GRID – LEVEL A to J | 41 |
| APPENDIX B | POSITIONS BY PAY GRADE - LEVEL A TO J..... | 42 |
| APPENDIX C | SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN | 46 |
| APPENDIX D | FLEXIBLE WORK SCHEDULE AGREEMENT | 47 |
| APPENDIX E | TIME TRACKING SHEET FOR FLEXIBLE WORK SCHEDULE | 48 |
| LOU | ADMINISTRATION OF SPECIAL COMPENSATION TO ASSOCIATION OFFICERS ... | 49 |
| LOU | COMPENSATION AND WAGE RE-OPENER..... | 50 |
| LOU | SHIFT DIFFERENTIAL | 51 |
| LOU | CASUAL EMPLOYEE CATEGORY..... | 52 |
| LOU | HEALTH BENEFIT SPENDING ACCOUNT | 54 |
| LOU | MONTHLY STIPEND FOR RESIDENT ATTENDANT | 55 |
| LOU | AMMEND ARTICLE 17.02 (f) (ii) | 56 |
| | SUMMARY OF ENTITLEMENTS BY POSITION STATUS | 57 |

- (b) “Association” means Red Deer College Support Staff Association (Certificate #10-98).
- (c) “College” means Red Deer College.
- (d) “Chief Human Resources Officer” means the Head of the Human Resources function of Red Deer College.
- (e) “Employee” means an individual employed by the College 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.
- (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 Leadership Team (LT).
- (i) “Permanent Position” means a position where the duties are of a continuing nature of indefinite extent.
- (j) “Personnel File” means the official personnel file held in Human Resources.
- (k) “Term-Certain Position” means a position established with a definite end date.
- (l) “Administrative Supervisor” means the person responsible for making decisions around and approving budget, overtime, standby, call back, acting appointment, position descriptions, hiring, performance evaluation (including probation) and overall job performance, flexible work schedules, grievance resolution, acceptance of resignations, vacation and attendance at courses/seminars.

- (m) "Day to Day Supervisor" means the person responsible for scheduling and hours of work and providing day to day direction to staff in their work area.

ARTICLE 4 APPLICATION OF AGREEMENT

4.01 The application of this Collective Agreement applies to all employees represented by the Association on the following basis:

- (a) Full-time permanent employees shall receive all terms and conditions of this Collective Agreement.
- (b) Part-time permanent employees working seventeen and one-half (17½) hours or more per week, or 910 hours per year or more, shall receive all terms and conditions of this Collective Agreement, with the following exceptions:
 - (i) Article 35 (Vacation) shall be prorated based on hours worked over the course of the College fiscal year.
 - (ii) Article 37 (Leave) shall be prorated based on hours worked over the course of the College fiscal year.
- (c) Part-time permanent employees working less than seventeen and one-half (17½) hours per week shall receive all terms and conditions of this Collective Agreement, with the following exceptions:
 - (i) Article 34 (General Holidays), Article 35 (Vacation) and Article 36 (Benefits)* do not apply. Instead, the employee shall receive fourteen percent (14%) in addition to his regular rate of pay in lieu of general holidays, vacation and benefits.

***Note exception: All employees shall receive Workers Compensation Benefits, as per Clause 36.01 (c).**

- (ii) Article 37 (Leave) shall be prorated based on hours worked.
- (iii) Clause 39.04 (Tuition Free Courses) does not apply.
- (d) Term-certain employees shall receive all terms and conditions of this Collective Agreement, with the following exceptions:
 - (i) Article 34 (General Holidays), Article 35 (Vacation) and Article 36 (Benefits)* do not apply. Instead, the employee shall receive fifteen percent (15%) in addition to his regular rate of pay in lieu of general holidays, vacation and benefits.

***Note exception: All employees shall receive Workers Compensation Benefits, as per Clause 36.01 (c).**

- (ii) Article 37 (Leave) shall be prorated based on hours worked except the following clauses, which do not apply:

- (1) Clause 37.09 (Job Share)
- (2) Clause 37.11 (Education Leave)

- (iii) Clause 39.04 (Tuition Free Courses) does not apply in the case of a term-certain employee working less than seventeen and one-half (17½) hours per week and less than a six (6) month term.

ARTICLE 5 COPIES OF COLLECTIVE AGREEMENT

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

ARTICLE 6 RETROACTIVITY

6.01 Except as noted in Clause 5.02, all changes in the new Collective Agreement shall take effect on the date this Collective Agreement is signed.

6.02 The following provisions of this Collective Agreement shall be adjusted retroactively to the commencement date of this Collective Agreement:

- (a) [Clause 21.01](#) (Salaries)

ARTICLE 7 COLLECTIVE BARGAINING

7.01 Collective Bargaining shall commence within the first week of March of the year the Collective Agreement expires.

7.02 Each party to this Collective Agreement shall appoint a Negotiating Committee for the purpose of collective bargaining.

- (a) The Association appointments shall consist of not less than two (2) and not more than four (4) members of the Association, plus additional advisory consultants selected by the Association.
- (b) The College appointments shall consist of not less than two (2) and not more than four (4) members of Senior Leadership, plus additional advisory consultants selected by the College.
- (c) Each party shall advise the other party of their members.

7.03 At no time shall either party have any more than the above listed four (4) members, plus one (1) consultant, present at the bargaining table.

7.04 Every effort will be made to schedule negotiation meetings between the College and the Association during working hours.

ARTICLE 8 NO DISCRIMINATION

8.01 The College and the Association agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of race, creed, political beliefs or affiliations, religious beliefs or affiliations, color, gender, physical disability, mental disability, age, ancestry, place of origin, place of residence, sexual orientation, marital status, parental status, source of income, family status, or any other provision covered by the Human Rights Act, nor by reason of membership or activity in the Association.

ARTICLE 9 MANAGEMENT RIGHTS

9.01 The Association recognizes that the College has the sole and exclusive right, except as otherwise specifically limited by the provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of Red Deer College, its affairs, and the direction of the College's work force.

ARTICLE 10 ASSOCIATION RECOGNITION

10.01 The College recognizes the Association as the sole and exclusive bargaining agent for all employees whose bargaining rights are granted under Certificate #10-98, issued by the Alberta Labour Relations Board on January 23, 1998, and as amended from time to time.

10.02 Association Dues

- (a) The College agrees to deduct from the wages of each employee, as a condition of employment, once each pay period, an amount equivalent to one half (1/2) of the normal monthly Association dues.
- (b) Such Association dues deductions shall be forwarded to the Treasurer of the Association, together with a list of employees from whom the deductions have been made, not later than fifteen (15) calendar days after the last day of each month.
- (c) The Association shall advise the College, in writing, thirty (30) days before changes are to take effect for the establishment of, or change in, membership dues structure and/or amounts.

ARTICLE 11 ASSOCIATION REPRESENTATION

11.01 Only representatives authorized by the Association shall represent the Association at meetings with the College.

- (a) In order that this may be carried out, the Association will supply the College with a current list of the officers of the Association Executive and a current list of the members of the Association Terms and Conditions Committee.

- (b) Similarly, the College will supply the Association with a current list of its Senior Leadership. As necessary or upon request, the College will supply, within two (2) working days, the Association with a list of other personnel with whom the Association may be required to deal with regarding matters related to this Collective Agreement.

11.02 No individual employee, or group of employees, shall undertake to represent the Association at meetings with the College without proper authorization of the Association.

11.03 An employee shall not make any written or verbal agreement with the College that will conflict with the terms and conditions of this Collective Agreement.

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 Chief Human Resources Officer.

ARTICLE 13 ASSOCIATION BUSINESS

13.01 The Association President (or designate) shall be provided with paid time off to acquaint new employees 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 griever.

- (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 Day to Day Supervisor with as much advance notice as possible.

ARTICLE 14 CONSTITUENCY BASED COMMITTEES

14.01 The Association shall have equal representation on all constituency based joint College/Employee Committees.

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 Administrative 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 CLASSIFICATION AND DETERMINATION

- 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 to the Bargaining Unit Certificate to see if it falls within the legal description. The position description shall then 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) Primary responsibilities/focus
- (2) Complexity of the position
- (3) Supervision given
- (4) Supervision received
- (5) Consequence of errors
- (6) Confidentiality
- (7) 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 job evaluation tool to the Joint Classification Committee.
- (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 is incorrect, the employee shall be entitled to submit a request for review of their classification. The written request shall normally be submitted to Human Resources and their Administrative

Supervisor. At the employee's request, Human Resources will provide a copy of the classification request to the employee's Administrative Supervisor.

- (ii) When the employee submits a request for review of their classification, Human Resources shall notify the employee's Administrative Supervisor to provide an approved position description for review by the Joint Classification Committee.
 - (iii) Responses to the classification 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 or their Administrative Supervisor feel that not all relevant information was presented or the information presented has not received proper consideration in the classification decision, they may appeal to the Joint Classification Committee for one further review of the current request.

ARTICLE 18 TERM-CERTAIN POSITIONS

18.01 The end date for a term-certain position shall not exceed twenty (20) months.

18.02 A position originally created as a term-certain position shall automatically become a permanent position should the position extend beyond twenty (20) months, or an accumulation of twenty (20) months has occurred within a thirty-six (36) month period, provided there is no break in service in excess of four (4) months. This does not apply to positions that are supported through conditional funding (such as research grants, Enrolment Planning Envelope, campaign fundraising, STEP, and/or other ad hoc external contracts).

If a position is supported through conditional funding, this information shall be stated as "contingent on conditional funding" on the job posting.

SSA and the College may agree to extend the end date of the term-certain position in specific cases.

- 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 twenty (20) accumulated months within a thirty-six (36) month period, provided there is no break in service in excess of four (4) 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.

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 shall be notified. The Association shall be informed of the reasons, in writing, 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 in annual salary compared with his current salary inclusive of in-year step increases.
- 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, they shall not be required to complete another probationary period in the new position. The exception shall be in the case of a Term-Certain employee who has completed a probationary period and is moving to a different position that is permanent. In these cases, the individual shall serve a probationary period in the new permanent position. The length of the probationary period may be negotiated with the employee, supervisor and Human Resources. During this second probationary period, the employee will have access to Professional Development funds as per Article 39.
- (b) If the employee has not yet completed a probationary period at the College, they shall be required to complete the remainder of their original probationary period in the new position.

20.03 Dialogue between the Administrative Supervisor and the employee is encouraged throughout the probationary period and is intended to promote meaningful communication and identification of job related issues.

Written evaluative feedback, based on job objectives established for the probationary period, will be completed mid-probation and prior to the conclusion of the probationary period.

An Employee who works a Term-Certain contract that runs less than nine (9) months and returns to the same position after a break of six (6) months or less, shall have time served under the previous contract(s) credited towards the completion of a probationary period.

20.04 Upon successful completion of the probationary period, the employee shall receive formal notification from his Administrative 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 The College has the ability to discharge a probationary employee if in the opinion of the College he does not meet the requirements as outlined in the position description and performance expectations as documented. The decision to discharge a probationary Employee may not be arbitrary, capricious, discriminatory or in bad faith. Individuals discharged within their probationary period shall receive pay in lieu of notice in accordance with *Employment Standards*. 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 Appendix 'A'. Such salaries shall be applicable to the employee positions defined in Appendix '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 upon the completion of one (1) year of service at their same 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. A written agreement shall be put in place stipulating the following:
- The start and end dates of the acting appointment
 - The specific duties to be performed
 - The rate of pay as determined in (f) below

The agreement will be signed off by the employee, his Administrative Supervisor and Human Resources.

- (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 absent for a period of six (6) weeks or less.
- (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. A written agreement shall be put in place stipulating the following:
 - The start and end dates of the acting appointment
 - The specific duties to be performed
 - The rate of pay as determined in (f) below

The agreement will be signed off by the employee, his Administrative Supervisor and Human Resources.
- (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 absent for a period of four (4) weeks or less.
- (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 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.
- 23.04 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.
- 23.05 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.
- 23.06 An employee shall have not less than twelve (12) hours off between work periods except in extenuating circumstances.
- 23.07 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 23.08.
- 23.08 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 23.08 (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.
- 23.09 An employee who, for personal reasons, requests to work hours in excess of his regular work day, as agreed with the Administrative Supervisor, shall receive compensation through an equal amount of time off with pay arranged with the Administrative Supervisor.

23.10 The College and the Association agree that an employee may voluntarily participate in a flexible work schedule arrangement pursuant to Article 24.

23.11 An employee shall not be disciplined for refusing to enter into a flexible work schedule arrangement pursuant to Article 24.

ARTICLE 24 FLEXIBLE WORK SCHEDULE ARRANGEMENTS

24.01 The College and the Association recognize operational requirements and/or employee needs may be better served by establishing flexible work schedule arrangements. As a result, flexible work schedule arrangements may be negotiated on a case by case basis between the employee, Administrative Supervisor, Human Resources and the Support Staff Association. These arrangements are subject to the "Shift Differential" Letter of Understanding in this collective agreement.

A copy of this agreement will be kept on the employee's personnel file in Human Resources.

24.02 Under a flexible work schedule arrangement, an employee can manage his work schedule as follows:

Option 1: If the hours of work are regularly scheduled, they may exceed 7 hours per day, but shall not exceed 35 hours per week. If they exceed 35 hours per week, then the provisions of Article 25 Overtime apply.

This option does not require any additional tracking of the hours, only the letter of agreement specified in 24.01 above.

Option 2: If the hours of work are irregular, they shall be managed such that they may exceed 7 hours per day and 35 hours per week, but shall not exceed the normal full time hours in two consecutive pay periods. If they exceed the normal full time hours in two consecutive pay periods then the provisions of Article 25 Overtime shall apply.

The option does allow for split shifts, however it does not allow for an employee to exceed 12 work hours per day or 5 days in a work week.

This option does require daily tracking of the hours on the form provided in Appendix D that will be completed by the employee and approved by the Administrative Supervisor on a pay period basis.

24.03 A flexible work schedule arrangement can be terminated by either the employee or his Administrative Supervisor with a minimum of fourteen (14) calendar days written notice.

24.04 All terms and conditions of this Collective Agreement shall be adjusted consistent with the flexible work schedule arrangements so as not to increase or decrease eligibility for the same.

24.05 A requirement to establish a flexible work schedule arrangement shall not be a condition of ongoing employment for permanent or term-certain positions in the Association if the members were hired into positions where flexible work schedule arrangements were not already in place.

ARTICLE 25 OVERTIME

- 25.01 An employee may be required to work hours or attend courses, seminars and conferences beyond his regularly scheduled work day, regularly scheduled work week, on a regularly scheduled day off or on a general holiday. Such hours shall be considered 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 or 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.
 - (b) An employee may, by mutual agreement with his Administrative Supervisor, be compensated through time off in lieu of payment for overtime worked pursuant to clause (a). In such cases, the following conditions shall apply:
 - (i) Time off in lieu shall be:
 - (1) At one and one-half (1½) hours off for each of the first two (2) hours of overtime worked in excess of his regular daily hours and
 - (2) At two (2) hours off for each hour of overtime worked in excess of two (2) hours.
 - (c) 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. Any overtime not taken in lieu by October 31st of each year will be paid out.

- (d) Overtime not authorized, documented and submitted to Payroll, whether for time in lieu or payout, for each four (4) month period ending October, February and June will be forfeited.

25.07 For overtime hours worked on a general holiday, as per Article 34:

- (a) 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.
- (b) A term-certain employee shall be paid two (2) times his regular hourly rate.
- (c) 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. Any overtime not taken in lieu by October 31st of each year will be paid out.

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 Administrative 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 Administrative Supervisor.
- (b) The written evaluation shall be based upon the following criteria:
 - (i) Duties and responsibilities described in the employee's position description, and
 - (ii) Any duties or responsibilities temporarily assigned in addition to those in the employee's position description.

28.02 The written evaluation shall be discussed with the employee and shall be signed by the employee and his Administrative Supervisor as witness to having read the contents, but not as indication of agreement with the contents on the part of the employee.

28.03 The written evaluation form shall include space for comment or written rebuttal by the employee.

28.04 Once a written evaluation has been completed:

- (a) The employee shall be given a copy of the signed written evaluation within five (5) working days.
- (b) The original written evaluation form, with signatures as described in Clause 28.02 and comment or rebuttal as described in Clause 28.03, shall be forwarded to Human Resources for inclusion in the employee's personnel file.

ARTICLE 29 DISCIPLINARY PROCEDURE

29.01 As the goal of the disciplinary process is to give the employee an opportunity to remedy the situation, the College and the Association recognize the principle of progressive discipline.

29.02 No employee shall be disciplined except for just cause.

29.03 All disciplinary action shall commence within ten (10) working days of the date the employee's Administrative Supervisor became aware of the employee's involvement in the incident giving rise to the disciplinary action. The ten (10) working day time limit may be extended by mutual agreement between the College and the Association.

29.04 When discipline of an employee is initiated, it shall be approached in the following manner:

(a) Step 1: Verbal Reprimand

An employee who receives a verbal reprimand shall be provided with the reason(s) for the verbal reprimand at the time the reprimand is given.

The employee is entitled to have an Association representative present during this discussion and the College shall make the employee aware of this entitlement prior to the discussion. Should the employee choose to have an Association representative present, the employee shall be given 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

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 |
| 13-24 months | Two (2) months |
| 25-36 months | Three (3) months |
| 37-48 months | Four (4) months |
| 49+ months | Four (4) months plus a ½ month for each full and partial year to a maximum of eight (8) months |

- (i) 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 Administrative Supervisor with a copy to the Chief Human Resources Officer.
- 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 Administrative 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 Administrative Supervisor. All requests and responses for vacation should be put in writing (email communication is acceptable).
- 35.07 Payment in lieu of vacation will be given for any period of approved vacation the College requires the employee to forego, providing mutual agreement between the employee and the College. 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 The College encourages each employee to use their entire vacation entitlement. Carryover days should be managed within the following fiscal 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, or 910 hours per year or more and are covered by this Collective Agreement. The minimum hours per week or year are determined by the primary position the employee holds and not a combination of positions.
 - (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, or 910 hours per year or more and are covered by this Collective Agreement. The minimum hours per week or year are determined by the primary position the employee holds and not a combination of positions.
 - (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.

The one year waiting period for LAPP will be waived if the employee is coming from another LAPP employer and there is less than a six month break in service.
 - (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 recommendation 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 qualify for 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 (including common-law or same gender partner), 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 insure this benefit for a maximum 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.

The College requires a written statement from a duly qualified practitioner certifying that any such absence is medically warranted and has not resulted from intentionally self-inflicted injury.

The Health and Wellness Centre will maintain contact with the Employee during the leave.

Short-Term Disability Leave does not carry over to ensuing fiscal years.

- (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.

An employee on long-term disability leave will be required to pay 100% of their benefit premium costs for the duration of their absence or the maximum time-frame of two-years, whichever is the lesser amount of time. For pension benefits, payment is required for the duration the employee is receiving long-term disability benefits as per the employee contribution rates set by the Local Authorities Pension Plan.

Payment will be due in Human Resources on the last working date of the month for the preceding month's coverage and pension contributions.

37.06 Medical Certificate Requirement

- (a) The College shall 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 Day to Day Supervisor 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 Day to Day Supervisor 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 (including common-law or same gender partner), 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, the Chief Human Resources Officer 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 Chief Human Resources Officer upon the recommendation of the employee's Administrative Supervisor.

37.10 Leave of Absence Without Pay

- (a) A leave of absence without pay may be granted at the discretion of the Chief Human Resources Officer.

- (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 Chief Human Resources Officer at least ninety (90) calendar days prior to the commencement of the leave.

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) Mothers and surrogate mothers are eligible for Maternity Leave. Biological and adoptive parents are eligible for Parental Leave.
- (b) Maternity and parental leave shall be granted by the College, upon application to the Chief Human Resources Officer, 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Administrative Supervisor 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 Chief Human Resources Officer.
- (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 either the Executive Vice President Academic or Vice President College Services, 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 either the Executive Vice President Academic or Vice President College Services to go on a Deferred Salary Leave in a given academic

- (i) Is entitled to a maximum of three billing credits for each term, up to a maximum of nine (9) billing credits 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 Administrative 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 If an employee is provided the option of attending a training course, seminar, conference or equivalent outside regularly scheduled hours of work or on a regularly scheduled day off he shall be granted equivalent time off in lieu at straight time rates. Should his attendance necessitate travel outside of the regularly scheduled work day or the regularly scheduled work week, he shall be compensated at straight time for these hours.
- 40.03 An employee who is required, by the College or their Administrative Supervisor, to attend a training course, seminar, conference or equivalent cannot be required to use Professional Development funding to cover costs of the event.

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

SALARY GRID - LEVEL A to J

**SSA Classification Project – New Salary Grid
June 16, 2009 – June 30, 2011**

- Initial step no greater than "STEP 2" without HR approval
- Hourly rates shown below are based on 1820 annual hours
- Hourly rates for Child Care Givers and Child Care Centre Supervisor (not shown below) are based on 1950 annual hours as per Article 23.02

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---------|----------|----------|----------|----------|----------|
| LEVEL A | \$27,927 | \$29,045 | \$30,207 | \$31,414 | \$32,671 |
| | \$15.34 | \$15.96 | \$16.60 | \$17.26 | \$17.95 |
| LEVEL B | \$31,531 | \$32,792 | \$34,104 | \$35,467 | \$36,885 |
| | \$17.32 | \$18.02 | \$18.74 | \$19.49 | \$20.26 |
| LEVEL C | \$32,910 | \$34,227 | \$35,596 | \$37,020 | \$38,502 |
| | \$18.08 | \$18.80 | \$19.56 | \$20.34 | \$21.15 |
| LEVEL D | \$41,952 | \$43,628 | \$45,373 | \$47,188 | \$49,079 |
| | \$23.05 | \$23.97 | \$24.93 | \$25.93 | \$26.96 |
| LEVEL E | \$47,363 | \$49,258 | \$51,230 | \$53,278 | \$55,406 |
| | \$26.02 | \$27.06 | \$28.15 | \$29.27 | \$30.44 |
| LEVEL F | \$53,734 | \$55,884 | \$58,119 | \$60,444 | \$62,862 |
| | \$29.52 | \$30.70 | \$31.93 | \$33.21 | \$34.54 |
| LEVEL G | \$57,836 | \$60,148 | \$62,554 | \$65,056 | \$67,659 |
| | \$31.78 | \$33.05 | \$34.37 | \$35.74 | \$37.17 |
| LEVEL H | \$62,786 | \$65,296 | \$67,909 | \$70,625 | \$73,450 |
| | \$34.49 | \$35.87 | \$37.31 | \$38.80 | \$40.35 |
| LEVEL I | \$68,160 | \$70,886 | \$73,721 | \$76,670 | \$79,734 |
| | \$37.45 | \$38.94 | \$40.50 | \$42.12 | \$43.81 |
| LEVEL J | \$76,950 | \$80,029 | \$83,231 | \$86,560 | \$90,020 |
| | \$42.28 | \$43.97 | \$45.73 | \$47.56 | \$49.46 |

APPENDIX B

POSITION BY PAY GRADE

| | |
|---------|---|
| Level A | Applied Research Technician I Athletic Games Attendant Campus Recreation Programmer Computer Lab Technologist (Trades) Costumer Dresser Food Services Lab Attendant Horticulturalist Sports Facilities Attendant Studio Technician – Performing Arts Studio Technician - Visual Arts Train Station Attendant Visual Arts Model |
| Level B | Applied Research Technician II Athletic Games Lead Attendant Campus Recreation Referees Cook/Caregiver Costume Stitcher ESL Tutor Exercise Programmer Field Technologist Groundskeeper Horticulturalist – Lead Learning Commons Tutor Musical Accompanist Nursing Lab Technician Peer Assisted Study Sessions Leader (PASS) Peer Career Coach Peer Tutor Resident Attendant Summer Program Attendant |
| Level C | Applied Research Technician III B.Ed. Computer Lab Tutor Child Care Giver II Language Aide/Tutor Marker Props Buyer RIPP Interviewer Science Camp Coordinator Science Workshop Facilitator Sports Facilities Lead Attendant Studio Tech Motion Picture Arts Summer Program Attendant - Hot Glass Summer Sport Camp Coordinator Tobacco Reduction Research Associate Wardrobe Maintenance Supervisor |

Level D
Art Studio Technician
BA Promotion & Recruitment Coordinator
Biology Lab Technologist II
Builder
Child Care Giver III
Costume Cutter
Disability Services Aide
Document Centre Technician
Financial Services Technician
Graphics Design Specialist
Materials Management Technician
Motion Picture Arts Technician
Tobacco Reduction Coordinator.
Train Station Coordinator
Visual Arts Technician - Hot Glass

Level E
Academic Tutor
Accessibility Consultant
Accounting Technician
Athletic Therapist
Athletics Administration Coordinator
Awards/Scholarship Advisor
Biology Laboratory Technologist I
Budget Technician
Campaign Communications Consultant
Campus Services Coordinator
Career & Employment Services Coordinator
Ceramics Technician
Chemical Laboratory Technologist
Computer Lab Coordinator
Development/Alumni Project Specialist
Division Administration Coordinator - Learning Resources
Division Administration Coordinator ITS
Donor Relations Advisor
Family Day Home Consultant
Front of House Assistant Manager
Internal Communications Consultant
Library Specialist
Manufacturing & Innovation Trades Technician
Marketing & Communications Consultant
Nursing Lab Tutor
Performing Arts Project & Marketing Coordinator
Physics Lab Technologist
Prospective Student Consultant
Public Relations Consultant
Purchasing Technician
Research Technician
Resident Maintenance Technician
Sign Language Interpreter
Skills Investment Advisor
Special Events Coordinator
Student Awards Advisor

Student Services Records Coordinator
Student Services Specialist
Technical Support Analyst - Client Services
Trade Shop Technician Electrical
Trades Shop Technician Mechanical/Industrial
Trades Shop Technician Transportation
Trades Shop Technician Construction
Visual Arts Technician

Level F Academic Advisor
Accounting Technician - Accounts Receivable
Applications Specialist
Child Care Centre Supervisor
Dean Division Coordinator
Development Systems Coordinator
ECS Specialist
Financial Accountant (Capital Assets)
Head of Wardrobe
House Technician/Stage Manager
Infrastructure Analyst
Learning Commons Multi-Media Specialist
Library & Program Service Assessment Specialist
Nursing Simulations Lab Coordinator
Resident Life Coordinator
Scene Shop Foreman
Senior Purchasing Technician
Student Funding & Awards Advisor
Writing Skills Centre Coordinator

Level G Associate Database Administrator
Be Fit For Life Coordinator
Campus Recreation Coordinator
Clinical Placement Coordinator
Development Officer
Disability & Learning Strategies Coordinator
Division Administration Coordinator - Student Services
Events & Marketing Coordinator
Facilities Administrative Coordinator
Financial Accountant - General
Front of House Manager
Head of Lighting
Information Specialist
Marketing Coordinator - Arts
Nursing Lab Coordinator
Program Administration Coordinator
Project Coordinator - Applied Research
Project Coordinator - Student Services
Scheduling Coordinator
Senior Technical Support Analyst
Sports Facilities & Equipment Coordinator
Stage Manager

Strategic Communication Coordinator
Student Information Systems Coordinator
System & Network Administrator

Level H Academic Advising Coordinator
Alumni Development Coordinator
Corporate Communications Coordinator
Document Centre Coordinator
Health & Learning Coordinator (SEARCH)
Marketing & Communications Coordinator
Materials Management Coordinator
Online Marketing & Communications Coordinator
Project Coordinator - Campus Management
Project Coordinator - RIPP
Prospective Student Coordinator
Purchasing Coordinator
Resource Sharing Coordinator
Telecommunications Coordinator
Trades Shop Coordinator

Level I Applications Supervisor
Assessment & Articulation Services Coordinator
Client Services Supervisor
Database Administrator
Infrastructure Supervisor
Learning Support Coordinator
Project Coordinator Community Health Research (SEARCH)
Program Coordinator – Continuing Education
Project Coordinator - Strategic Planning
Science Lab Coordinator

Level J Assistant Registrar
Revenue Accountant
Student Funding & Awards Coordinator

APPENDIX C

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.

APPENDIX D

FLEXIBLE WORK SCHEDULE AGREEMENT

This letter of agreement confirms that _____ (Insert Employee Name)

has voluntarily entered into a flexible work schedule agreement with _____
(Insert Administrative Supervisor’s Name) as of _____ (Insert Start Date
of Agreement).

This flexible work schedule will be (check which option applies):

- Option 1: If the hours of work are regularly scheduled they may exceed 7 hours per day, but shall not exceed 35 hours per week. If they exceed 35 hours per week then the provisions of Article 25 Overtime shall apply.

This option does not require any additional tracking of the hours, only the letter of agreement.

Given the selection of Option 1 above I understand that my work schedule will be described as follows:

Start Time:

Finish Time:

Days of the Week:

- Option 2: If the hours of work are irregular, they shall be managed such that they may exceed 7 hours per day and 35 hours per week, but shall not exceed the normal full time hours in two consecutive pay periods. If they exceed the normal full time hours in two consecutive pay periods then the provisions of Article 25 Overtime shall apply.

This option does not allow for an employee to exceed 12 hours per day or 5 days in a work week.

This option does require daily tracking of the hours on the form in Appendix E that will be completed by the employee and approved by the Administrative Supervisor on a pay period basis.

This agreement will end on _____ (Insert date here).

Employee Signature

SSA Representative Signature

Administrative Supervisor Signature

Human Resources Representative Signature

cc. Payroll
Personnel File

APPENDIX E TIME TRACKING SHEET FOR FLEXIBLE WORK SCHEDULE

Please use electronic copy found on HR Online:

https://extension.rdc.ab.ca//portal/hr/collective_agreement_employee_handbook/documents/time_tracking_sheet_for_flexible_work_schedules_-appendix_e-.xls

**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, Treasurer, Negotiation Committee Members as special compensation for acting on behalf of the Association. This shall include payment to "Acting Officers" as well.
2. The Association shall inform the Payroll Department of the amount of payment due and the start and end dates of the period for which payment is due, by February 25 of each year and shall provide sufficient funds to cover such payments(s).
3. In extenuating circumstances, Association Officers and Acting Officers leaving employment at RDC, shall be paid within 30 days following notice by the Association of the amount of payment due and the start and end dates of the period for which payment is due. An Association Officer or Acting Officer leaving office but remaining an employee of the college shall be paid as normally occurs, on or before the following March 31.
4. This agreement shall be in effect until the SSA and the College agree that a change is needed. This LOU will be reviewed by both parties at the end of the term of each collective agreement.

(Original signed by) _____
Lesley Kendall
Associate Vice President, Human
Resources

(Original signed by) _____
Berni Hennebery
President, Support Staff Association
Red Deer College

Date

Date

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

Re: Compensation and Wage Re-opener

The undersigned parties agree that on or before May 15, 2010, both parties' Negotiations teams will commence negotiations on whatever aspects of compensation that either side wishes to modify.

Wage and compensation negotiations will factor in the following information:

- Average settlements of the Alberta public post-secondary college sector, and
- Other settlements with other staff associations within the Red Deer College

All negotiated changes will take effect on July 1, 2010.

(Original signed by) _____
Chair, College Negotiating Team

(Original signed by) _____
Chair, SSA Negotiating Team

Date

Date

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

The undersigned parties hereby agree to continue paying shift differential and that this payment will be resumed effective the date of ratification of the compensation reopener, to the date of ratification of the collective agreement that results from negotiations commencing March 2011.

Shift Differential will be paid as per the following provisions:

1. Shift differential will be in the amount of \$1.10/hour.
2. Shift differential will apply to overtime hours as per Article 25.
3. Shift differential will be paid on all hours worked after 17:30 and prior to 07:30.

(original signed by)

Chair, College Negotiating Team

(original signed by)

Chair, SSA Negotiating Team

Date

Date

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

Re: Casual Employee Category

The College and SSA agree to pilot a new “casual” employee category.

“Casual Employees” are those who:

- (i) work on a call-in basis and do not have regularly scheduled hours; or
- (ii) are regularly scheduled for a period of four (4) months or less for a specific job; or
- (iii) relieve for absences the duration of which is four (4) months or less

All provisions of the Collective Agreement apply except as amended below for casual employees:

Article 34 (General Holidays), Article 35 (Vacation) and Article 36 (Benefits)* do not apply. Instead, the casual employee shall receive fifteen percent (15%) in addition to his regular rate of pay in lieu of general holidays, vacation and benefits.

****Note exception: All employees shall receive Workers Compensation Benefits, as per Clause 36.01 (c).***

Article 21.04 amended to read:

“Casual employees shall advance to the next step on the salary grid upon the completion of 1820 hours of service at their same classification level.”

Article 25.02 amended to read:

“Where a permanent or term-certain Employee is hired as a “Casual Employee” which would cause the Employee’s combined hours of work to exceed thirty-five (35) hours per week, the Employee may work up to forty-four (44) hours per week without incurring overtime.”

The following provisions of the Collective Agreement do not apply to casual employees:

- Article 4 Application of Agreement
- Conversion to permanent position as per Article 18
- Postings and Appointments as per Article 19
- Probationary Period as per Article 20
- Acting Appointment and Responsibility Pay as per Article 22
- Flexible Work Schedule Arrangements as per Article 24
- Change and Transition in the Workplace as per Article 31
- Termination for Position Abolishment and Termination Without Cause as per Articles 32.01 and 32.02
- Vacation as per Article 35
- Benefits as per Article 36
- Leaves of Absence as per Article 37
- Deferred Salary Leave as per Article 38
- Professional Development as per Article 39

- Attendance at Courses, Seminars and Conferences as per Article 40

During the life of this Letter of Understanding, agreement between the College and SSA shall be required before a position is placed into this category.

This Letter of Understanding shall expire June 30, 2011 at which time it will be renewed, terminated entirely or the language incorporated into the body of the Collective Agreement.

(original signed by) _____
Chair, College Negotiating Team

(original signed by) _____
Chair, SSA Negotiating Team

Date

Date

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

RE: Health Benefit Spending Account

With respect to Article 36.01 (a) of the Support Staff Association Collective Agreement, it is hereby agreed between the parties that the College's Share of the Alberta Health Care premiums for SSA members shall be invested in a Health Spending Account.

The College's share of the Alberta Health Care premiums shall be calculated as the total premiums paid on behalf of eligible SSA members (the College's 75% premiums share) for the calendar year 2008.

As the College's share of the Alberta Health Care premiums accrues over time, the initial deposit in the Health Spending Account of \$250.00 per benefit eligible SSA member, will be made effective July 1, 2009.

A decision regarding additional deposits will be made by the President of Red Deer College no later than December 1, 2009.

Should Alberta Health Care premiums or any other form of premium, program or tax be introduced by the Government of Alberta ["new premium"] that creates a cost for health care to SSA members, then the language and intent of 36.01 (a) will apply. [If the amount of the new premium is less than the old premium, the Health Spending Account payment by the college shall continue, but with the payment lowered to the difference between the old premium and the new premium.] The ongoing existence of the Health Spending Account may be discussed in future Collective Agreement negotiations.

(Original signed by) _____
Chair, College Negotiations Committee

(Original signed by) _____
Chair, SSA Negotiations Committee

Date

Date

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

The undersigned parties hereby agree to provide a monthly stipend payment to individuals employed as Resident Attendants at the following rates:

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------|---------------|---------------|---------------|---------------|
| \$432.50 | \$450.00 | \$467.50 | \$487.50 | \$507.50 |

The stipend amounts were based on the average number of hours the incumbents in this position worked on a monthly basis, in the last calendar year. In 2010 this approximate amount was 25 hours. The stipend amount was calculated by multiplying the 25 hours by the hourly rate applicable in Level B.

These rates are effective June 16, 2009 to June 30, 2011.

LETTER OF UNDERSTANDING
BETWEEN
RED DEER COLLEGE
AND
THE SUPPORT STAFF ASSOCIATION

Without prejudice, the undersigned parties agree to enter into this Letter of Understanding to amend Article 17.02 (f) (ii) for the implementation of the new classification plan at Red Deer College such that:

- (f) (ii) SSA members employed at Red Deer College as of June 15, 2010, whose position is reclassified to a lower level in the bargaining unit through no fault of their own, shall not suffer any loss of pay or reduction in classification level or step. The incumbent of the position will continue to advance through the steps of their former classification level and will be eligible for any future general salary increases that are negotiated.

This means that any SSA member employed with the College as of June 15, 2010, whose current salary exceeds the salary level their position is classified under in the new system, will continue to be paid based on the salary grid which was effective July 1, 2009 – June 30, 2010. If increments are still available to them under the salary grid which was effective July 1, 2009 – June 30, 2010, they will continue to earn them as per Article 21.

Anyone hired into a position after June 15, 2010 will be placed and paid according to the current salary grid (that which will be effective July 1, 2010 – June 30, 2011) and the Collective Agreement.

(original signed by)

(original signed by)

Lesley Kendall
Associate Vice President, Human Resources

Berni Hennebery
President SSA

Date

Date

Summary of Entitlements by Status of Position

| Entitlement | Full-Time Permanent Employee | Part-Time Permanent Employee | | Term-Certain Employee |
|----------------------------------|--|---|---|--|
| | | Working 17.5 hours or more per week | Working less 17.5 hours per week or less than a full calendar year | |
| Definition | Article 3.01 "duties are of a continuing nature of indefinite extent" | Article 3.01 "hours of work are less than those specified in Article 23 or whose working period is less than 12 months". | . | Article 3.01 "In term-certain positions with a definite end date not exceeding 24 months, or 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 |
| Duration | | | | Article 18.01 "shall not exceed 24 months" |
| Conversion to permanent position | | | | Article 18.02 |
| Probation | Article 20 9 months | Article 20 9 months | Article 20 9 months | Article 20 9 months |
| Vacation | Article 35 except Child Care Workers see 35.03 | Article 35 except Child Care Workers see 35.03 Pro-rated based on hours worked. | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15 in lieu of general holidays, vacation and benefits. |
| General Holidays | Article 34 | Article 34 | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |

| Entitlement | Full-Time Permanent Employee | Part-Time Permanent Employee | | Term-Certain Employee |
|----------------------------------|------------------------------|-------------------------------------|---|---|
| | | Working 17.5 hours or more per week | Working less 17.5 hours per week or less than a full calendar year | |
| Benefits: Alberta Health Care | Article 36.01 (a) voluntary | Article 36.01 (a) voluntary | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |
| | | Working 17.5 hours or more per week | Working less 17.5 hours per week or less than a full calendar year | |
| Life Insurance and AD & D | Article 36.01 (b) voluntary | Article 36.01 (b) voluntary | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |
| WCB | Article 36.01 (c) mandatory | Article 36.01 (c) mandatory | Article 36.01 (c) mandatory | Article 36.01 (c) Mandatory |
| Dental | Article 36.01 (d) mandatory | Article 36.01 (d) mandatory | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |
| Extended Health (Blue Cross) | Article 36.01 (e) mandatory | Article 36.01 (e) mandatory | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |

| Entitlement | Full-Time Permanent Employee | Part-Time Permanent Employee | | Term-Certain Employee |
|--------------------------|---|--|---|--|
| | | Working 17.5 hours or more per week | Working less 17.5 hours per week or less than a full calendar year | |
| Pension (LAPP) | Article 36.01 (f) mandatory upon commencement if prior LAPP service or after waiting period | Article 36.01 (f) optional | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |
| Casual Sick Leave | Article 37.03 20 days maximum 5 consecutive working days | Article 37.03 20 days maximum 5 consecutive working days | Article 37.03 Pro-rated based on hours worked. | Article 37.03 Pro-rated based on hours worked. |
| Short-Term Disability | Article 37.04 90 calendar days | Article 37.04 90 calendar days | Article 37.04 Pro-rated based on hours worked. | Article 37.04 Pro-rated based on hours worked. |
| Long-Term Disability | 36.01 (g) mandatory after 12 month waiting period | 36.01 (g) mandatory after 12 month waiting period | Not applicable Receive 14% in lieu of general holidays, vacation and benefits. | Not applicable Receive 15% in lieu of general holidays, vacation and benefits. |
| Leave of Absence | Article 37 | Article 37 Pro-rated based on hours worked. | Article 37 Pro-rated based on hours worked. | Article 37 Pro-rated based on hours worked except 37.09 (Job Share) and 37.11 (Education Leave) are not applicable. |
| Tuition Free Courses | Article 39.04 | Article 39.04 | Not Applicable | Not applicable if working less than 17.5 hours per week and less than a 6 month term. |
| Professional Development | Eligible as per Standard Practice once probation completed | Eligible as per Standard Practice once probation completed | Eligible as per Standard Practice once probation completed | Consideration will be given to term certain employees who are currently completing more than one consecutive contract term and more than 9 months total service. |

Please refer to the Articles listed for the current and accurate details applicable to the above categories of employee. The phrases in the table are not intended to provide complete direction or application as interpretation must be made in the context of the complete article in the collective agreement.