

COLLECTIVE AGREEMENT

BETWEEN

**THE FACULTY ASSOCIATION
OF NORTHERN LAKES COLLEGE**

AND

**THE BOARD OF GOVERNORS
OF NORTHERN LAKES COLLEGE**

JULY 1, 2012 - JUNE 30, 2014



**Northern
Lakes
College**

14695 (01)

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Preamble

THIS AGREEMENT made the ____ day of _____, 2012.

BETWEEN:

The Board of Governors, Northern Lakes College
(hereinafter called the "Employer")

OF THE FIRST PART

- and –

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

OF THE SECOND PART

WHEREAS, the Board of Governors is an Employer within the meaning of the Post Secondary Learning Act and administers the Northern Lakes College

AND WHEREAS pursuant to the provisions of the Act, the Association has the sole right to negotiate on behalf of the Employer's Employees

AND WHEREAS the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the said Employees and the Board of Governors and to set forth in this Collective Agreement rates of pay, hours of work and other terms or conditions of employment for each Employee of the Employer and provide a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

Definitions

- 1.01 (a) A word used in the masculine gender applies also in the feminine.
- (b) A word used in the singular may also apply in the plural.
- (c) "Annual Salary" means the basic grid plus the Vacation Modifier, Frozen Over Range, Instructor Senior Allowances, Isolation Modifier, Market Modifier and Northern Allowance Pay.
- (d) "Association" means the Faculty Association of Northern Lakes College, representing Instructors, Instructor Seniors, Counsellors, and Educational Assistants designated by Section 42.2 (a) (c) of the Post-secondary Learning Act.
- (e) "Association Representative" means the Chair of the Association or a person designated by the Chair in writing pursuant to the Association's Constitution to perform a specific function pertaining to this Collective Agreement.
- (f) "Combined" means to add a maximum of three (3) consecutive days to the beginning or end of the vacation period and/or to spread Wellness days throughout the leave.
- (g) "Continuous Employee" means an Employee who is filling a continuous salaried position and has successfully completed the required probationary period, and without a fixed expiry date.
- (h) "Continuous Position" means half time (.5) or greater salaried position established as such in which the incumbent is required for continuous employment for an unlimited period greater than one year.
- (i) "Coordinator" refers to an Employee who provides:
- (i) educational leadership;
 - (ii) instructor role as defined under "Instructor"; and
 - (iii) administrative leadership and support function.
- (j) "Days" means calendar days.
- (k) "Demotion" means a transfer to a position with a lower maximum salary without the Employee's agreement.
- (l) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with Grievances.
- (m) "Dismiss" means to discharge an Employee for just cause.
- (n) Educational Assistant refers to an Employee who works under the supervision and direction of a Director and provides support to the Instructors and programs.
- (o) Educational Counsellor I refers to an Employee who:
- (i) acts as an advocate for the students;
 - (ii) provides students with career and educational counselling;
 - (iii) assists students with personal problem solving; and
 - (iv) assists students in obtaining funding.

- (p) Educational Counsellor II refers to an Employee who:
 - (i) performs the Education Counsellor I role as defined under Education Counsellor I;
 - (ii) provides administrative leadership and support functions.
 - (iii) fulfills the duties of Learning Specialist
- (q) "Employee" means a person employed by the Employer who is in the Bargaining Unit covered by this Collective Agreement.
- (r) "Employer" means the Board of Governors of Northern Lakes College or any person acting on behalf of the Board of Governors of Northern Lakes College as the context of this Agreement may require.
- (s) "Faculty" means an Employee who is employed in a classification assigned to the Faculty Association of Northern Lakes College.
- (t) "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:
 - i) eighty (80) consecutive work days; or
 - ii) where the Employer approves part-time absences and part-time use of General Illness, the eighty (80) days of leave shall be converted to the equivalent number of hours and administered accordingly.
- (u) A "Grievance" is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (v) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work.
- (w) "Increment" means the difference between one step and the next step within the same pay grade after the completion of one year's hours of work.
- (x) Instructor refers to an Employee who provides:
 - (i) instructional related duties;
 - (ii) course/program development duties;
 - (iii) program support duties; and
 - (iv) students' support duties.
- (y) Lead Hand refers to an Employee who provides:
 - (i) instructor role as defined under "Instructor";
 - (ii) primary contact for the community and the Community Education Committee (CEC); and
 - (iii) overall campus management including providing direction to the Access Facilitators/Community Access Point (CAP) Coordinator.
- (z) "Month" means a calendar month.
- (aa) "Monthly Salary" means annual salary divided by twelve (12).

- (ab) "Pay Grade" means the steps assigned to a class within the salary grid.
- (ac) A "Policy Grievance" is a difference which seeks to enforce an obligation of the Employer to the Association, or the Association or its members to the Employer. A Policy Grievance shall not be an obligation that may or could have been subject of a Grievance by an Employee.
- (ad) "President" means the Chief Executive Officer of the Employer.
- (ae) "Probationary Employee" means a person, who during his initial period of employment is serving a probationary period.
- (af) "Project Employee" means an Employee who is filling a salaried project position.
- (ag) "Project Position" means a salaried position established as such in which the incumbent is required for continuous employment for a limited period of normally less than one (1) year except at the Employer's discretion where it may extend to a maximum period of sixteen (16) months, and to work not less than the periods specified in Sub-clause 1.01(al). If the project is renewed for a second year, the Employee shall be placed into a continuous position. A "Project Position" includes an "Apprenticeship Position" in which the incumbent is initially hired as an apprentice as defined under the Apprenticeship and Training Act.
- (ah) "Sessional Employment" means a part-time or full-time instructional assignment, paid hourly on a course credit basis for a defined term.
- (ai) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths.
- (aj) "Step" means a single salary rate within the pay grade.
- (ak) "Trial period" means a six (6) month assessment period in a new position after an employee has served his probationary period with the College.
- (al) "Union" means the Alberta Union of Provincial Employees representing all Employees not designated as members of the Faculty Association and not excluded by Section 21 of the Public Service Employee Relations Act.
- (am) "Vice President, College Services" and "Director, Human Resource Services" means the officials appointed by the President to administer the Collective Agreement.
- (an) "Wage Employment" means a job established and paid hourly in which the incumbent is required for employment for temporary relief or overload duties not exceeding six (6) months of full-time employment, or for ongoing periods less than the periods specified in Sub-clause 1.01(j) i - iii;
- (ao) "Wellness Leave" is a casual illness or special leave which causes a salaried Employee to be absent from duty for a period of three (3) consecutive days or less.
- (ap) "Work Day" means any day on which an Employee is normally expected to be at his place of employment.

ARTICLE 2

Terms of Employment

2.01 The Employer, during the life of this Agreement, may with the agreement of the Association:

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

ARTICLE 3

Application

3.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 who are in the Association and are employed in classifications assigned to the Association.

3.02 This Agreement applies to an Employee:

- (a) appointed to a continuous position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and
- (b) appointed to a project position, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except that:
 - i) Article 13, Position Abolishment, shall not apply, and
 - ii) Long Term Disability (LTD), under Article 29, shall not apply until after one (1) year of continuous employment in a project position, or until after sixteen (16) months at the Employer's discretion and
- (c) hired for wage and sessional employment, according to the following chart:

Article and Name	Article Applies	Article Does Not Apply
1. Definitions	✓	
2. Terms of Employment	✓	
3. Application	✓	
4. Management Recognition	✓	
5. Association Recognition	✓	
6. Legislation and the Collective Agreement	✓	
7. Association Membership and Dues Check-Off	✓	
8. Employer Association Relations	✓	
9. Association Representatives	✓	

10. Time-Off For Association Business	✓	
11. Attendance	✓	
12. Acting Incumbent	✓	
13. Position Abolishment		✓
14. Hours of Work	✓	
15. Professional Responsibilities and Time Management		✓
16. Overtime	✓	
17. Shift Differential	✓	
18. Reporting Pay	✓	
19. Weekend Premium	✓	
20. Workers' Compensation Supplement		✓
21. Forest Fire Operations, Flood Control, Pollution Control	✓	
22. Subsistence and Travel Expenses	✓	
23. Probationary Employee and Period	✓	
24. Disciplinary Action	✓	
25. Grievance Procedure	The Grievance procedure applies, except in the case of position abolishment of employment.	
26. Wellness Leave		✓
27. General Illness		✓
28. Proof of Illness	✓	
29. Employee Benefit Plans		✓
30. Paid Holidays		✓
31. Annual Vacation Leave		✓
32. Compassionate Leave		✓
33. Maternity/Parental/Adoption Leave		✓
34. Court Leave	See Article 3.05	Does not apply in private capacity
35. Employment Insurance Premium Reduction or Rebate	✓	
36. Health and Safety	✓	
37. Leave Without Pay	✓	
38. Employee Management Advisory Committee	✓	
39. Protective Clothing, Supplies, and Equipment	✓	
40. Medical Examinations	✓	
41. Learning Modifier	✓	

42. Enrolment Management and Professional Development		✓
43. Isolation Modifier		✓
44. Classification Appeal	✓	
45. Northern Allowance Pay	✓	
46. Lead Hand Recognition	✓	
47. Northern Travel Benefit		✓
48. Market Modifier	✓	
49. Procedure for Collective Bargaining	✓	
50. Printing of Agreements	✓	
51. Term and Effective Date	✓	

(d) A Wage or Sessional Employee who is dismissed for disciplinary reasons in accordance with Article 24, shall have access to Level 2 of the Grievance Procedure as provided in Sub-Clause 25.01(f) but not to any other Levels of the Grievance Procedure. However, a Wage Employee shall not have access to Article 25 in the case of position abolishment.

3.03 Notwithstanding Sub-Clause 3.02(c), an Employee hired for wage or sessional employment shall in lieu of receiving:

- (a) paid holidays pursuant to Article 30, be allowed, in addition to his regular wage earnings, pay at 5.2% of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and
- (b) annual vacation leave pursuant to Article 31, be allowed in addition to his regular wage earnings, pay at 14.8% of his regular wage earnings.

3.04 Notwithstanding Sub-Clause 3.02(c) a Wage Employee who is expected to have ongoing employment beyond six (6) months, or a Full-time Wage Employee who is employed up to six (6) months shall be eligible for the Wellness Modifier in the form of pay at one percent (1.0%) of his regular hourly rate times regular hours worked.

3.05 Notwithstanding Sub-Clause 3.02 (c), a Wage Employee who is expected to have ongoing employment beyond six (6) months, or a Full-time Wage Employee who is employed up to six (6) months, shall be eligible for Court Leave pursuant to Article 34.

3.06 Notwithstanding Sub-Clause 3.02 (c), a Sessional Employee shall receive an additional one (1) percent of hourly rate times hours worked in lieu of benefits.

3.07 Services necessary for the operation of programs variously known as "Summer School", "Evening Class Program", "WorkForce Development Programs", or "Further Education Programs" may be purchased by the Employer on a contract of service basis. Participation by an Employee in the above programs shall be voluntary. This is not intended for the purpose of inserting an Employee in a position of which the duties come within the jurisdiction of the Bargaining Unit.

3.08 Notwithstanding all of the foregoing Clauses, the President, after consultation with the Employee Management Advisory Committee, shall decide the applicability of the Articles

of this Agreement to persons employed through special placement programs. Special placement programs include but are not limited to:

- (a) Student WorkStudy
- (b) Student summer employment
- (c) Student work experience
- (d) Cooperative training
- (e) Summer temporary employment program
- (f) Summer career placements
- (g) Priority employment program
- (h) Partnerships

3.09 Except as otherwise specified in this Collective Agreement, there shall be no pyramiding of leaves, benefits or other entitlements.

ARTICLE 4

Management Recognition

- 4.01 The Association recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 4.02 The Association recognizes that none of the following matters may be referred to an Arbitration Board and provisions in respect of the following matters shall not be contained in the arbitrable award of an Arbitration Board:
- (a) the organization of work, the assignment of duties and the determination of the number of Employees of an Employer;
 - (b) the system of job evaluations and the allocation of individual jobs and positions within the systems; and
 - (c) selection, appointment, promotion, training or transfer.

ARTICLE 5

Association Recognition

- 5.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all Employees covered by this Agreement.
- 5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Association.

ARTICLE 6

Legislation and the Collective Agreement

- 6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Post-secondary Learning Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7

Association Membership and Dues Check-Off

- 7.01 All Employees covered by this Agreement shall become members of the Association as a condition of employment. An Employee who has a religious objection to becoming a member of the Association shall be permitted to opt out of membership by providing the Association with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Association dues.
- 7.02 All Employees covered by this Agreement shall be required to pay Association dues as a condition of employment. The Employer shall deduct Association dues from the pay of all Employees covered by this Agreement. The Association shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least sixty (60) days prior to the effective date of the change.
- 7.03 The Employer shall remit Association dues deducted from the pay of all Employees, to the Association Treasurer by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing Employee number, starting date, classification, amount of Association dues deducted, name and last known address. A copy of the report outlining the particulars shall be forwarded to the Association President.
- 7.04 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

Employer-Association Relations

- 8.01 The Employer shall grant Association Representatives access to its premises. When investigating a Grievance for the purpose of meeting with the Griever or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor shall

be obtained through the Director, Human Resource Services. The foregoing approval shall not be unreasonably denied.

- 8.02 Annually, or as changes are made, the Association shall provide a current list of Association Officers and Representatives to the Director, Human Resource Services.
- 8.03 The Employer shall grant the Association access to and the use of the communications systems available at the College, for the purpose of Association business, with the exception of long distance calls which shall be cost recovery. Electronic mail belongs to the College and privacy of communication cannot be guaranteed.

ARTICLE 9

Association Representatives

- 9.01 The Employer acknowledges the right of the Association to appoint Employees in the Bargaining Unit as Association Representatives.
- 9.02 The Association shall determine the number of Association Representatives, having regard for the plan of the organization, and the distribution of Employees at the work place. When difficulties arise, the Association and the Employer shall consult in order to resolve the difference.
- 9.03 The Employer recognizes the Association Representative as an official representative of the Association.
- 9.04 The Association shall ensure that each new Employee receives the name and location of his Association Representative and a copy of the Collective Agreement.

ARTICLE 10

Time Off for Association Business

- 10.01 Time off, without loss of regular earnings, shall be normally granted to Employees for Association business approved by the Chair of the Association. Time off shall be granted except where operational difficulty shall arise. The Association shall provide the Director, Human Resource Services with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off, however, considerations shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period, the Employee shall communicate with the Director, Human Resource Services on a daily basis in respect to the date of return.
- 10.02 To facilitate the administration of Clause 10.01 of this Article, the Employer shall grant the leave of absence with pay and invoice the Association for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Association shall promptly pay.

ARTICLE 11

Attendance

- 11.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to his immediate supervisor within two (2) hours prior to normal starting time.
- 11.02 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify his immediate supervisor of his intention to return to work during the preceding work day. This Clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation Benefits.
- 11.03 An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify the Director, Human Resource Services at least ten (10) full work days prior to the desired date of return. This clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 11.04 Time limits, pursuant to Clauses 11.01, 11.02 and 11.03, shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact the appropriate party within the time limits specified.
- 11.05 An Employee is required to provide the Director, Human Resource Services, twelve (12) weeks prior written notice of resignation if he wishes to resign in good standing. During this notice period the Employee must be actively at work for the College.
- a) Where all or a portion of notice period falls (ends) during the July and August vacation break, the employee's resignation date will be moved back to the last day worked.
 - b) Where a portion of the notice period falls, but does not end during the July or August vacation period, this portion does not have to be worked.
- Any portion of the notice period that falls before or after July and August vacation must be worked.
- 11.06 An Employee who absents himself from his employment and who has not informed the immediate supervisor shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and shall be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

ARTICLE 12

Acting Incumbent

- 12.01 To receive Acting Incumbency Pay an Employee shall be designated by the Director, Human Resource Services to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee

shall be eligible for Acting Incumbency Pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.

- 12.02 Where an Employee is designated to be an acting incumbent in a position, his salary may be determined in accordance with the following provisions:
- (a) if he is designated to act in a position in a classification with an assigned pay grade the maximum of which is less than one (1) increment higher than the maximum of his current pay grade assignment, his acting salary shall be the lowest period in the new pay grade that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;
 - (b) if he is designated to act in a position in a classification with an assigned pay grade the maximum of which is at least one (1) increment higher than the maximum of his current pay grade assignment, his acting salary shall be the lowest period in the new pay grade that exceeds his current salary, except if the increase is less than one (1) increment, in which case his salary shall be adjusted to the period next higher than the lowest period that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;
 - (c) if he is designated to act in a position in a classification of Faculty Association, his salary shall be determined in accordance with the General Faculty Pay Schedule, as the case may be;
 - (d) if he is designated to act in a position in a classification of the Union, his salary shall be determined in accordance with the General Staff Pay Schedule, as the case may be;
- 12.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 12.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.
- 12.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 13

Position Abolishment

- 13.01 The Employer shall give a Continuous Employee and his Association at least one hundred and twenty (120) calendar days prior written notice that his employment in his current job is to be terminated. The Employer shall provide a copy of the written notice to the Association.
- 13.02 During the notice period the Employer shall attempt to place affected Employees in comparable employment at no loss of pay or benefits.

For position(s) agreed to by the Employer and the Association, and for locations outlined in the Isolation Modifier regulation, the Employee has the choice of taking the comparable employment or accepting severance.

- 13.03 The Employee may resign in writing and receive pay at his regular rate in lieu of part of the notice specified in Clause 13.01 to a maximum of two (2) month's pay. If eligible, the Employee may retire pursuant to the Public Service Pension Act. Retirement is to be effective on or after the date notice expires, pursuant to Clause 13.01; however, if the Employee resigns and retires before the end of the notice period, he shall not receive pay in lieu of notice.
- 13.04 A continuous Employee whose job has become redundant shall be vested with the right to be appointed to the first available, comparable job through competition limited to such Employees, such vesting to last twelve (12) months commencing with the day following the release of the Employee. The Employer shall undertake to notify those Employees of all such available positions.
- An Employee who chooses to be vested shall not be entitled to severance pay until the vesting period has expired.
- 13.05 An Employee who is released and is no longer employed in the College in any capacity may, by written notice to the Director, Human Resource Services, elect to waive the rights provided under clause 13.04, and may elect to receive at the time of release the severance pay that the Employee would be entitled to under clause 13.06.
- 13.06 A Continuous Employee who has more than two years of ongoing employment, without a break, immediately preceding the notice of position abolishment, shall be entitled to the provisions set out in the following schedule. These provisions shall not be paid to an Employee who was dismissed, resigned, retired, or who accepted or refused alternate employment at no loss in salary.

Full Years of Ongoing Employment	Weeks of Pay at Regular Rate of Pay
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 plus	43

ARTICLE 14

Hours of Work

- 14.01 (a) The normal hours of work for all Faculty for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) thirty-six and one-quarter (36 1/4) hours per week; or
 - (ii) one thousand eight hundred and ninety-two (1892) hours on an annual basis
- (b) An Employee scheduled to work less than normal hours of work shall have his pay and benefits pro-rated accordingly.
- (c) Faculty may be required to work morning, afternoon, or evening combinations. The Employer shall discuss the assignment with the instructor before finalizing assignments that are different from the usual day to day assignment. Every effort will be made not to schedule split shifts except in extenuating circumstances.
- 14.02 Employees covered by this Agreement:
- (a) shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the work-site unless otherwise approved by his immediate supervisor. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
 - (b) shall receive an unpaid meal period, normally one (1) hour and not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid point of each work period that exceeds four (4) hours.
 - (c) shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is agreement that the peculiarities of particular occupational categories require a split shift working arrangement.
- 14.03 Where it can be established that another work schedule than that contemplated in Clause 14.01 is required, the Employer, after consultation with the Association, has the right to establish a schedule.

ARTICLE 15A

Professional Responsibilities and Time Management

- 15A.01 (a) The Association recognizes the Employer's responsibility to determine Faculty assignments.
- (b) Instructors responsibilities include, but are not limited to, instruction, teaching preparation, program and course development, labs, clinicals, practicums, special projects, educational planning, advising, tutoring, participating in College committees and other related activities.

- 15A.02(a) The Employer recognizes Faculty as professionals entrusted to carry out their responsibilities as per clause 15A.01. See 15B for Educational Counsellors.
- (b) Faculty shall:
- (i) be present at the place of employment during scheduled class periods, meetings and other professional responsibilities.
 - (ii) make themselves available to students on a daily basis, at scheduled times convenient to students,
- (c) Meal periods and two (2) brief rest periods may be taken at a time convenient to the students' schedule , and the Faculty member.

ARTICLE 15B

Professional Responsibilities and Time Management (Educational Counsellors)

- 15B.01 Educational Counsellor responsibilities include but are not limited to advocate for students, provide students with career and educational counseling, assist students with personal problem solving, assist students in obtaining funds, educational planning, special projects, participate in College committees, attend community meetings, student testing, administrative leadership and support functions and other related activities required by the Employer from time to time.
- 15B.02(a) The Employer recognizes Educational Counsellors as professionals entrusted to carry out their responsibilities as per clause 15B.01.
- (b) Educational Counsellors shall:
- (i) be present at the place of employment during scheduled meetings with students, other staff, or third parties; during other required college related meetings and functions; and other professional responsibilities.
 - (ii) make themselves available to students on an as needed basis; at scheduled times convenient to students.
 - (iii) make themselves available to perform their duties (as per clause 15B.01) at the locations of the Employer as required from time to time
- (c) Meal periods and two (2) brief rest periods may be taken by the Educational Counsellor at a time convenient to the students' schedule and work requirements permit.
- 15B.03 Due to the need for flexibility for Educational Counsellors to adjust their work schedule, Educational Counsellors will be able to bank hours in excess of normal daily work hours to a maximum of 72.5 hours (10 days) per fiscal year and such hours will be referred to as "Professional Responsibility Time". The Educational Counsellor shall obtain the agreement of his immediate supervisor before taking this time off. One hour of banked time is earned for each hour worked in excess of normal daily hours. The regular salary of an Educational Counsellor continues to be paid when Professional Responsibility Time is taken.
- 15B.04 The Educational Counsellor cannot accrue more than the 72.5 hours of Professional Responsibility Time (10 days) in a fiscal year. Excess hours will not be authorized and cannot be banked. At the end of each fiscal year any

outstanding Professional Responsibility Time balances will be erased and are not allowed to be carried forward.

- 15B.05 If due to operational difficulties, an Educational Counsellor cannot use up their accrued Professional Responsibility Time, the Vice President, College Services may authorize a six (6) month carry over.

ARTICLE 16

Overtime

- 16.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer.
- 16.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation shall be paid, with compensation thereafter in accordance with Clause 16.03.
- 16.03 An Employee who has been authorized to work overtime shall be compensated as follows:
- (a) Subject to Clause 16.06, for overtime hours worked on a regularly scheduled work day at time and one-half his regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double his regular hourly salary for hours worked in excess of two (2) hours;
 - (b) For overtime hours worked on day(s) of rest at time and one-half his regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter.
 - (c) For purposes of this subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from the usual place of work and residence.
- 16.04 (a) Notwithstanding 16.03 (c), an Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
 - (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily hours of work.
- 16.05 Overtime payment shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

- 16.06 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 16.07 Callback: An Employee who is called back to work one or more times within a two (2) hour period and works a total of two (2) hours or less, including travel time, shall be compensated at straight time for a minimum of three (3) hours. If the period worked on call back is in excess of two hours, regular overtime rates and provisions shall apply for the entire period.

ARTICLE 17

Shift Differential

- 17.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars (\$2.00) per hour for working a shift where at least one-half of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.
- 17.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.01. A Wage or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 17.03 At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- 17.04 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 18

Reporting Pay

- 18.01 A Wage Employee shall be paid a minimum of three (3) hours pay at his hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.
- 18.02 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at his hourly rate.

ARTICLE 19

Weekend Premium

- 19.01 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of two dollars (\$2.00) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

- 19.02 At no time shall weekend premium be included with the Employee's regular rate of pay for the purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 20

Workers' Compensation Supplement

- 20.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Employer, the Employee and his supervisor shall report the injury to the Director, Human Resources Services. The Director shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation. If the claim is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive days, provided that the Employee has assigned to the Employer, the monies due to him from the Workers' Compensation Board for injuries due to injury or accident.
- 20.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 20.03 The eligibility period specified in Clause 20.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 20.04 When a day designated as a paid holiday under Article 30 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 20.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 20.01.
- 20.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 20.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 20.01 is participating in the Employee Benefit Plans under Article 29 shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee according to Article 29.

ARTICLE 21

Forest Fire Operations, Flood Control and Pollution Control

- 21.01 An Employee employed temporarily in forest fire operations, flood control or pollution control shall not suffer a loss of salary or wages while so employed. Any reimbursements for salary or wages to the Employee (up to the amount of salary or wages received from the Employer) shall be paid to the Employer. The Employee may keep all monies paid to them for expenses and incidentals.

ARTICLE 22

Travel Expenses

- 22.01 Employees who incur travel expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's travel expenses policy.
- 22.02 The Employer agrees to consult with the Employee Management Advisory Committee prior to the alteration of travel rates contained in its travel expenses policy.

ARTICLE 23

Probationary Employee and Period

- 23.01 A person appointed to a position with the Employer shall serve a probationary period.
- 23.02 An Employee who has previously been employed by the Employer may have such previous employment considered by the Employer as part of the probationary period.
- 23.03 The period of probation shall start on the date of commencement and shall be twelve (12) months. The period of probation may be extended by written agreement of the Association and the Employer.
- 23.04 On commencement of employment, a new Employee shall be provided with a copy of his position description or list of duties.
- 23.05 An Employee, while on probation, shall have an evaluation at approximately the sixth month of service.
- 23.06 An Employee who takes another position will serve a trial period. If the Employee is unsuccessful in the other position, the College will undertake to return the Employee to their previous or a comparable position at no loss of pay or benefits.

ARTICLE 24

Disciplinary Action

- 24.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action, and at that time shall be advised to consult with the Association. The Employee shall be provided with a copy of all correspondence or written notices pertaining to his conduct or performance which are placed on his personal file.
- 24.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 24.01 shall be notified of the time and place of the interview and if desired by the Employee he may arrange to be accompanied by an Association Representative. When an Association Representative requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Association Representative must obtain prior approval from the Employer to be absent from work, and if approval is granted, leave without loss of pay shall be allowed.
- 24.03 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request shall be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) months period; and
 - (b) the disciplinary action is not the subject of an unresolved Grievance.
- 24.04 The Employer shall have an Employee's personal file made available at the office of the Director, Human Resource Services for the Employee to examine his file, upon a request for the same being made by the Employee, once in every year and as well in the event of a Grievance. The Employee may request a representative of the Association to be present at the time of the examination.
- 24.05 The personal file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee eligibility for General Illness and/or Long Term Disability shall be contained in this file.
- 24.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the Grievance or reduced the penalty levied against the griever, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the Grievance. Where the griever appeals the disciplinary action to arbitration, the personal file of the Employee shall be amended to reflect the award of the adjudicator or Arbitration Board.
- 24.07 Subject to Article 25, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 25

Grievance Procedure

25.01 Definitions and Scope

- (a) A Grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) A Policy Grievance is a difference which seeks to enforce an obligation of the Employer to the Association, or the Association or its members to the Employer. A Policy Grievance shall not be an obligation that may or could have been subject of a Grievance by an Employee.
- (c) Notwithstanding Sub-Clause 25.01(a), any complaint pertaining to a classification or the classification process, or the evaluation of an Employee's preparation, shall not be considered a Grievance for the purposes of this Article and shall not be subject to the Grievance process.
- (d) A complaint alleging harassment, unjust treatment, discrimination, or alleging unfair working conditions, may be presented as a Grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Parties and all interested persons.
- (e) A Grievance concerning the dismissal or position abolishment of employment of a probationary Employee, or a Grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (f) A Grievance concerning the disciplinary dismissal of a Wage Employee may be submitted at Level 2 but not at any other Levels of the Grievance Procedure. Such a Grievance shall be submitted in writing and the decision given by the Designated Officer at Level 2 shall be final and binding on the Parties and all interested persons.
- (g) "Days" means calendar days.
- (h) "Demotion" means a transfer to a position with a lower maximum salary without the Employee's agreement.

25.02 Meetings During Grievance Procedure

- (a) An Association Representative shall not discuss a Grievance, or leave his place of work to investigate a Grievance during working hours without first obtaining permission from his supervisor to do so.
- (b) The Designated Officer or the aggrieved may request that a written Grievance be discussed at Level 1 of the Grievance Procedure. An Association Representative shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding his Grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the grievor and any accompanying Association Representative shall inform their respective supervisors before leaving and upon returning to their respective work places.

Expenses incurred in attending the meeting may be claimed in accordance with the Employer's travel policy.

25.03 Grievance Process

The Director, Human Resource Services shall advise all Employees of the name, title and mailing address of the Designated Officer for Levels 1 and 2 of this Grievance Procedure. A copy shall be sent to the Association.

The Parties strongly encourage frank and thorough discussions to resolve differences which might otherwise become formal Grievances.

(a) Level 1

An Employee wishing to pursue a Grievance shall submit it in writing to the Designated Officer at Level 1 within twenty-one (21) days of the date upon which the subject of the Grievance occurred or the time the Employee first became aware of the subject of the Grievance.

The Designated Officer shall reply in writing within twenty-one (21) days of receipt of the Grievance.

(b) Level 2

With the approval of the Association in writing, an Employee not satisfied with the reply at Level 1 shall, within twenty-one (21) days of receipt of that decision submit his Grievance in writing to the Designated Officer at Level 2.

The Designated Officer at Level 2 shall reply in writing to the Employee within twenty-one (21) days of receipt of the Grievance at Level 2 and shall submit a copy of his reply to the Association.

(c) Variance from Grievance Procedure

The level of commencement of a Grievance may be varied up to and including Level 2 by written agreement between the Employer and the Association.

(d) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Sub-Clause 25.03(c) above.

(e) Policy Grievance

A Policy Grievance shall be submitted to the other Party within twenty-one (21) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within twenty-one (21) days from the date upon which the aggrieved Party first became aware of the subject of the Grievance.

Within a reasonable time of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within twenty-one (21) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional twenty-one (21) days.

25.04 Level 3 - Arbitration

(a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Association (in the case of an Employee Grievance), the Association (in the case of an Association Grievance) and the Employer (in the

case of an Employer Grievance) may refer the Grievance to arbitration by notice in writing that must be given within twenty-one (21) days of receipt of the reply at the previous stage or level to which the Grievance was advanced. Notice to the Employer shall be given to the President.

- (b) The submission of a Grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Association, one (1) to be appointed by the Employer and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator-arbitrator.
- (c)
 - (i) The notice referred to in Sub-Clause 25.04(a) above, shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an Arbitration Board or suggest one or more names of persons it is shalling to accept as a single arbitrator, or mediator-arbitrator, as the case may be;
 - (ii) Upon receipt of the notice referred to in Sub-Clause 25.04(a) above, the other Party shall respond within fourteen (14) days, indicating which system of arbitration it finds acceptable in respect to the Grievance. If the other Party does not respond within the said fourteen (14) days, the Grievance shall be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the Grievance to arbitration under 25.04(c)(i) above shall then, within fourteen (14) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within twenty-one (21) days, its nominee shall be appointed by the Chairman of the Public Service Employee Relations Board upon request of the Party submitting the Grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is shalling to accept as arbitrator or mediator-arbitrator.
- (d) Where the Parties have submitted a Grievance to a mediator-arbitrator, they shall request the mediator-arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the Grievance. If the mediator-arbitrator determines that the Parties shall not resolve their differences, then the mediator-arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator-arbitrator, or any determination made by a mediator-arbitrator shall not establish a precedent for any other Grievance, difference or dispute.
- (e) A single arbitrator or mediator-arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the Grievance to arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator-arbitrator, within fourteen (14) days, an Arbitration Board shall be appointed in accordance with the provisions above.

- (f) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of Arbitration Board Chairmen, single arbitrators and mediator-arbitrators.
- (g) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his Grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim his expenses incurred in attending the arbitration of his Grievance in accordance with the Employer's subsistence and travel expenses policy.
- (h) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

25.05 Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide Grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for Grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a Grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and his decision is the decision of the Arbitration Board.

25.06 Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

25.07 Procedures and Time Limits

- (a) Time limits and procedures contained in this Grievance procedure are mandatory. Failure to pursue a Grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the Grievance. Failure to reply to a Grievance in a timely fashion shall advance the Grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between the Employer and the Association.
- (c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

- (i) in the case of an individual:
 - (I) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or
 - (II) by mailing it to him by registered or certified mail at his last known post office address; or
 - (III) personally by a receipted courier service.
 - (ii) in the case of the Employer:
 - (I) personally on the President; or
 - (II) by leaving it at or by sending it by registered or certified mail to the office of the President; or
 - (III) personally on the President by a receipted courier service.
 - (iii) in the case of the Association:
 - (I) personally on the Chair, Secretary or an officer of the Association or by leaving it at an office occupied by the Association; or
 - (II) by sending it by registered or certified mail to the address of the chair, Secretary or an officer of the Association; or
 - (III) personally on the Chair, Secretary or an officer of the Association by a receipted courier service.
 - (iv) The date of delivery establishes the date of receipt for documents that are served personally.
 - (v) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.
- (d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 26

Wellness Leave and Modifier

- 26.01 A salaried Employee shall receive a Wellness Modifier of one percent (1%) of his annual salary, less deductions for Wellness Leave, in December of each year.
- a) Deductions for less than one half (1/2) a day are processed on a prorated basis.
- 26.02 Wellness Leave is a casual illness or special leave which causes a salaried Employee to be absent from duty for a period of three (3) consecutive days or less. An Employee in his first and in each subsequent year of employment shall be eligible for an annual maximum of twenty (20) work days of Wellness Leave.

- (a) The limit of three (3) consecutive days shall not be exceeded. However, the Director, Human Resource Services may approve an extension for family illness, bereavement and travel time for family illness or bereavement.
 - (b) Additional Wellness Leave may be approved by the President when twenty (20) days Wellness Leave has already been utilized.
 - (c) Each day or portion of a day of Wellness Leave used, within a year of service, shall be deducted from the remaining Wellness Leave entitlement for that year of service. An Employee starting employment during the year shall receive the Wellness Modifier on a pro-rated basis of 0.8333 days per pay period.
 - (d) The renewal date is September 1st
- 26.03 If an Employee takes Wellness Leave, he shall make every reasonable effort to communicate in advance with his immediate supervisor about his absence. Leave shall be taken except where demonstrated operational difficulties will arise due to the Employee's absence, in which case an alternate date shall be agreed upon. Examples of operational difficulties include but are not limited to: scheduled meetings, peak periods, emergency situations, and no cover on busy days.
- 26.04 (a) Wellness Leave may only be combined with an Employee's annual vacation leave if he does not have sufficient annual vacation left to take or if the Employee has his vacation scheduled and approved to be taken at a later time.
- (b) Wellness Leave must be taken for illness leave.

ARTICLE 27

General Illness

- 27.01 "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:
- (a) eighty (80) consecutive work days; or
 - (b) where the Employer approves part-time absences and part-time use of General Illness, the eighty (80) days of leave shall be converted to the equivalent number of hours and administered accordingly.
- General Illness Leave shall be in addition to any Wellness Leave entitlements specified in Article 26.
- 27.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 27.01, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 27.03:
- (a) Illness commencing in the first month within the first year of employment: no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for sixty-seven (67) work days of illness.
 - (b) Illness commencing in the first year of employment, but following the first month of employment: 100% of normal salary for each of the first ten (10) work days of

illness and 70% of normal salary for each of the next sixty-seven (67) work days of illness.

- (c) Illness commencing in the second year of employment: 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-two (62) work days of illness.
 - (d) Illness commencing in the third year of employment: 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-two (52) work days of illness.
 - (e) Illness commencing in the fourth year of employment: 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-two (42) work days of illness.
 - (f) Illness commencing in the fifth year of employment: 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-two (32) work days of illness.
 - (g) Illness commencing in the sixth or any subsequent years of employment: 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next seventeen (17) work days of illness.
 - (h) Illness commencing in the fifteenth or subsequent years of employment: 100% of normal salary for each of the first sixty-five (65) work days of illness and 70% of normal salary for each of the next twelve (12) work days of illness.
 - (i) For purposes of Clause 27.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.
- 27.03 (a) Subject to Sub-Clause 27.03(b), an Employee upon return to active work after a period of General Illness of less than eighty (80) consecutive work days shall have:
- (i) General Illness entitlements reinstated pursuant to Clause 27.02 when the Employee returns to work in the next year of employment; or,
 - (ii) any General Illness days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.
- (b) Such reinstatement shall only occur where an Employee has not taken any General Illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 27.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 29.
- 27.05 Notwithstanding Clause 27.02, an Employee is not eligible to receive General Illness benefits under this Article if:
- (a) the absence is due to an injury, from employment of any other Employer, that qualifies for Workers' Compensation benefits.
- 27.06 When a day designated as a Paid Holiday under Article 30 falls within a period of General Illness it shall be counted as a day of General Illness and under no

circumstances shall an Employee receive any additional entitlement in respect of that day.

27.07 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that absence from duty because of therapy or treatment is deemed to be illness.

27.08 This Article is subject to Article 28.

ARTICLE 28

Proof of Illness

28.01 To obtain general illness leave benefits as described in Article 27, the Employee is required to provide a proper original medical certificate or other satisfactory proof of illness.

- 28.02 (a) The Employer may require that an Employee be examined by a Medical Board:
- (i) in the case of prolonged or frequent absence due to illness; or
 - (ii) where there is indication of apparent misuse of General Illness leave; or
 - (iii) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness.
- (b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of his position and the medical information leading to those conclusions.
- (c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 28.02(a).

28.03 Pursuant to Clause 28.02, an Employee shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.

28.04 The Employer may require that an Employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clauses 27.01 and 27.02, the examination or interview shall be at the Employer's expense and on the Employer's time.

28.05 Where an Employee has been examined by a Medical Board and is also applying for LTD benefits, a copy of the medical report may be considered as part of the Employee's application depending on the application rules of the LTD provider.

28.06 The Parties agree that General Illness benefits as provided in this Article are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 29

Employee Benefit Plans

29.01 Cost sharing between the Employer and the Employees shall remain at the overall cost sharing proportions, and with comparable benefits, to those in effect to June 30, 2009.

ARTICLE 30

Paid Holidays

30.01 Employees are entitled to one day's paid leave for each of the following holidays:

- (a) New Year's Day Civic Holiday (August)
- Family Day Labour Day
- Good Friday Thanksgiving Day
- Easter Monday Remembrance Day
- Victoria Day Christmas Leave
- Canada Day

(b) Employees employed in continuous operations shall be compensated pursuant to Clause 30.07 for working on the following Paid Holidays on the dates listed:

- New Year's Day - January 1
- Canada Day - - July 1
- Remembrance Day - November 11
- Christmas Leave December 24, 25, 26, 27, 28, 29, 30, 31

All other Paid Holidays shall be observed on the day designated by the Employer.

30.02 The Christmas Leave shall be observed on December 24, 25, 26, 27, 28, 29, 30 and 31.

30.03 The Civic Holiday as specified in Clause 30.01, shall be observed on the first Monday in August.

30.04 When a day designated as a holiday under Clause 30.01 falls during an Employee's work schedule and an Employee is not required to work that day, the Employee shall be granted holiday leave on that day.

30.05 Except for Christmas Leave, when a day designated as a holiday under Clause 30.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.

30.06 Notwithstanding Clauses 30.04 and 30.05, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall be paid another day at his regular rate.

30.07 When an Employee works on one of the holidays listed in Clause 30.01, the Employer shall determine based on operational needs, which of the following the Employee shall receive:

- (a) his regular salary plus time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; or
 - (b) in lieu of his regular salary, time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, plus a day off in lieu with pay.
- 30.08 When a day off in lieu is granted under Sub-Clause 30.07(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.
- 30.09 Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 30.08, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 31.04 by mutual agreement between the Employee and the Employer. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employer.
- 30.10 Authorized travel on Employer business on a paid holiday shall be compensated at straight time pay or equivalent time off.
- 30.11 Faculty shall receive an Annual Break of five (5) consecutive days leave with pay each calendar year during the period between January 1 and June 30 of the same year. These five days of leave shall be made up of one (1) day of the Employee's vacation or holiday entitlement for that year, with the balance of four (4) days to be provided by the Employer. The scheduling of this leave shall be determined by the Employer

ARTICLE 31

Annual Vacation Leave

- 31.01 Each Employee shall:
- (a) effective July 1st , 2003 earn vacation at the rate of 3.6 days for each month worked between July 1st and June 30th of each year, even if vacation is taken during this period.
 - (b) earn vacation calculated as 1.8 days for every pay period for which the Employee receives pay.
 - (c) subject to Article 11.05 be paid for any leave earned but not taken at the time of position abolishment.
- 31.02 An Employee, if after occupying a continuous position for more than one year, is required to take an in-service andragogy training course during his vacation period, shall for the period during which the andragogy training course is taken, receive vacation pay and additional pay based on his regular rate of pay.
- 31.03 Vacation leave shall be taken at such time or times as may be approved by the Employer.

- 31.04 When an Employee is transferred to a position entitled to vacation under this Article, any previous vacation leave entitlement earned shall remain in effect until received under (a) or (b) below. Leave under this Article shall be earned on and from the date of transfer.
- (a) Vacation leave earned prior to being transferred to a position entitled to vacation under this Article shall be taken, subject only to Sub-Clause 31.05 (b).
 - (b) In cases in which the combined vacation entitlements earned under this Article and those earned in a previous classification not subject to this Article amount to more than the vacation leave entitlement which would normally accrue to the Employee had he been subject to this Article for all relevant times:
 - (i) the Employee shall be entitled to vacation leave as though he had been subject to this Article at all relevant times, and
 - (ii) any entitlement in excess of (i) above, shall be reimbursed to the Employee at 1/261 of his annual salary for each day or fractional day of excess entitlement.
- 31.05 When an Employee is transferred to a position not entitled to vacation under this Article, any entitlement earned under this Article shall remain in effect until taken, and leave under Article 31 of the current Collective Agreement between the Board of Governors, Northern Lakes College and the Alberta Union of Provincial Employees Local 071 Chapter 009 shall be earned on and from the date of transfer.
- 31.06 Vacation leave entitlement shall be earned during the first forty-five (45) consecutive work days of authorized General Illness or Workers Compensation Benefits but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- 31.07 Vacation leave entitlement shall be earned when an Employee is absent for work days spent on Employer authorized committees or Association business under Article 10.
- 31.08 Notwithstanding Clause 31.02, an Employee designated to receive the Vacation Modifier shall:
- (a) earn vacation of the rate of one half (0.5) work day for each full week worked; and
 - (b) subject to Sub-Clause 11.05, be paid for any leave earned but not taken at the time of position abolishment.
- 31.09 An Employee who occupies a Faculty position designated by the President under Article 31.09 shall be paid an amount of ten percent (10%) of his normal annual salary including any modifiers, other than the Isolation Modifier already applied.

Article 32

Compassionate Leave

- 32.01 Leave of Absence without Pay on Compassionate grounds shall be available to Employees under the following conditions:
- (a) the leave is available to an Employee who has to be absent from work in order to provide care of support to a gravely ill family member;

- (b) the leave must be applied for and approved by the Director, Human Resource Services prior to the commencement of any leave;
- (c) in order to qualify for this leave, the Employee must meet the criteria as set with regard to Compassionate Care Benefit under the Employment Insurance Program.
- (d) this leave may extend for a period of up to and including six (6) weeks.
- (e) Employees are to make application to the attention of the Director, Human Resource Services as far in advance of the proposed commencement of the leave as is reasonably possible.
- (f) for purposes of this article, family member shall mean those listed under Service Canada - Employment Insurance.

ARTICLE 33

Maternity/Parental/Adoption leave

- 33.01 Leave without pay for Maternity, Parental, or Adoption Leave shall be authorized if
- (a) at least six (6) weeks written notice is given,
 - (b) the Employee has completed or shall have completed at least fifty-two (52) continuous weeks of employment with the College.
- 33.02 Birth mothers can take up to fifty-two (52) consecutive weeks of unpaid job-protected leave. This shall be made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks of parental leave. Fathers and/or adoptive parents are eligible for up to thirty-seven (37) weeks of unpaid, job-protected parental leave. Parental leave may be taken by one parent or shared between them but the total leave cannot exceed thirty-seven (37) weeks.
- 33.03 An Employee who at the commencement of the leave is participating in the Colleges Consortium Benefits Program shall continue to be covered under the plan during the entire leave and the College and the Employee shall continue to pay their respective portions of the applicable premium costs of the plans.
- 33.04 An Employee who returns from the leave authorized pursuant to subsection 33.01 shall be returned to his or her former position or provided with alternate work of a comparable nature at not less than the same salary that had accrued to them prior to the leave and at the same level of benefits.
- 33.05 An Employee who has completed one (1) year of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay .
- 33.06 A pregnant Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- 33.07 Notwithstanding any date initially selected for the start of maternity leave, if the Employee subsequently indicates in writing that she is no longer able to carry out her full

normal duties, she may commence her maternity leave any time within twelve (12) weeks of the estimated date of delivery.

- 33.08 Notwithstanding any of the other provisions in this section, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may require that she proceed on maternity leave.
- 33.09 Notwithstanding any other provisions of this Section, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit Plan covering the period provided she has medical evidence from her physician which satisfies the College she is unable to do her job. The Employee must apply and when approved, submit to the College, proof of Employment Insurance maternity benefits, in order to be paid the Supplemental Benefit. Leave then taken under this Supplemental Plan shall be considered to form a part of the one-year maternity leave without pay.
- 33.10 The Employee on leave pursuant to this section shall be required to give the College, a minimum of four (4) weeks notice of their intention to "return to/not return to " the workplace on the date agreed upon. Such notice shall be in writing.

ARTICLE 34

Court Leave

- 34.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Employer records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.
- 34.02 When an Employee is subpoenaed as a witness in his private capacity:
- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer;
 - (b) at a location outside the Province of Alberta, he shall be allowed leave. The Employer will determine if the leave is with or without pay. If leave is with pay, any monies receivable by him shall be paid to the Employer.

ARTICLE 35

Employment Insurance Premium Reduction or Rebate

- 35.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 35.02 The premium reduction or rebate referred to in Clause 35.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 36

Health and Safety

- 36.01 The Employer shall maintain a Joint Health and Safety Committee composed of:
- (a) Up to three (3) Employer representatives to be appointed by the President,
 - (b) Up to three (3) Association representatives to be appointed by the Association,
 - (c) Up to three (3) Union representatives to be appointed by the Union,
 - (d) The Parties may each appoint an alternate to serve in the absence of a regular member.
 - (e) The Parties shall each appoint a Co-Chairperson.
- 36.02 If any concerns arise with respect to the Occupational Health and Safety Act or its regulations or other legislation pertaining to workplace safety, they shall be referred to the Joint Health and Safety Committee for resolution and not by way of the Grievance procedure.
- 36.03 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the Occupational Health and Safety Act.
- 36.04 An Employee shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his work site shall immediately notify his Supervisor.
- 36.05 The Employer shall notify the Chair of the Association or his designate immediately after he is made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.
- 36.06 The Employer shall provide the Association with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 37

Leave Without Pay

- 37.01 An Employee may request a Leave of Absence Without Pay. To be considered, the request must normally be submitted:
- (a) at least four (4) weeks in advance of the anticipated date of commencement of the leave, when leave is to be thirty (30) calendar days or less.
 - ((b) At least eight (8) weeks in advance of the anticipated date of commencement of leave, when the leave is to be more than thirty (30) calendar days.

Where operational requirements permit and upon approval of the Director, Human Resource Services, the Leave Without Pay shall be granted.

37.02 An Employee who, at the commencement of a Leave Without Pay is participating in the Employee Benefit Plans under Article 29, shall continue to be covered under these Plans throughout the total period the Employee is on a Leave Without Pay, and the Employer and Employee premium contributions shall continue.

ARTICLE 38

Employee Management Advisory Committee

38.01 The Parties agree to establish an Employee Management Advisory Committee (EMAC) to discuss matters of mutual interest related to Employees and the Employer.

38.02 EMAC shall meet on a regular monthly basis and shall be composed of:

- (a) Up to two (2) Employer representatives to be appointed by the President,
- (b) Up to (2) Union representatives to be appointed by the Union,
- (c) Up to two (2) Faculty Association representatives to be appointed by the Faculty Association,
- (d) The Parties may each appoint an alternate to serve in the absence of a regular member,
- (e) The Parties may each appoint a Co-Chairperson

38.03 The objectives of EMAC are:

- (a) To promote and maintain effective communication in the areas of:
 - (i) working conditions,
 - (ii) Employee benefit plans
 - (iii) policies and procedures,
 - (iv) staff development,
 - (v) suggestions for improved effectiveness and efficiency,
 - (vi) information exchange relative to proposed operational changes,
 - (vii) administration of the terms and conditions of employment; and
 - (viii) other matters as agreed to mutually by the Parties.
- (b) It is agreed that EMAC shall not deal with:
 - (i) issues for which there exist avenues for discussion or resolution, which have not been explored,
 - (ii) pending or potential Grievances; and
 - (iii) terms and conditions of employment under negotiation.
- (c) Except where authority to make a specific decision has been delegated to EMAC, EMAC is advisory only and not a decision making body. However, if a decision would be mutually beneficial to all Parties, it should be implemented.

- (d) Individuals who are Employees but not EMAC members may make presentations and participate at meetings with the agreement of the Co-chairs and providing written notice is given to the Co-Chairs three full work days in advance of setting the agenda. Subjects to be discussed should previously be entered on the agenda. EMAC may adopt further Terms of Reference with the consent of all members.

ARTICLE 39

Protective Clothing, Supplies and Equipment

- 39.01 The Employer shall provide, maintain, replace and clean protective clothing where the Employer determines the foregoing is required.
- 39.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the appropriate Acts and Legislation.
- 39.03 All uniforms, clothing, and equipment supplied by the Employer, shall remain the property of the Employer.
- 39.04 The Employer shall make available to all Employees the supplies and equipment deemed by the Employer to be necessary to the performance of their duties.

ARTICLE 40

Medical Examinations

- 40.01 Where the Employer requires an Employee to undergo compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This Article does not apply to proof of illness as required under Article 28.

ARTICLE 41

Learning Modifier

- 41.01 (a) Employees may access up to three learning steps a formal entry step, and two growth steps.
- (b) To be recognized for a learning step, learning must be generally related to the requirements of the position.
- The full range of learning steps are:
- (C) College Certificate, one year of university or equivalency
 - (D) College diploma, or
Two (2) years of university, or
equivalency
 - (E) Applied degree, or
Three (3) year undergraduate degree, or
Licensed Practical Nurse or

Three (3) years of university, or
equivalency

- (F) Four (4) year undergraduate degree, or
Registered Nurse or
Journeyman Trade Certificate or
Three (3) year undergraduate degree plus one full additional year of
university in a related program
- (G) Graduate diploma or five years of university (must have undergraduate
degree), or
Four (4) year undergraduate degree plus two (2) year college diploma, or
Two (2) undergraduate degrees representing five (5) years of university
- (H) Graduate degree or graduate diploma and after-degree study degree
study representing six years of university. (Must have undergraduate
degree and graduate degree or diploma)
- (I) Graduate degree and one year of after-graduate degree study
representing seven years of university study
- (J) Doctorate degree

- 41.02 (a) The President shall establish a range of up to three (3) learning levels to correspond with the three (3) learning steps for each non-instructor position. Calculation for each preparation step shall be based on an Employee's annual salary.
- (i) an Employee at the formal entry step shall be paid at the appropriate period in the salary grid;
 - (ii) an Employee at the second step shall be paid 2% more than the rate of pay for the formal entry step;
 - (iii) an Employee at the third step shall be paid 4% more than the rate of pay for the formal entry step;
- (b) the President shall establish a range of up to three (3) preparation levels for each instructor position. Instructors are paid according to the instructor pay schedule B-1.
- 41.03 The President shall consult with the Employee Management Advisory Committee prior to designating a maximum preparation level for a new position beyond which credit for salary purposes shall not be allowed. Such maximum designation shall be made known to applicants and the Committee.
- 41.04 The Director, Human Resource Services shall evaluate each Employee's education and place them on the appropriate learning step.
- 41.05 An Employee may appeal the decision of the Director, Human Resource Services to the President or his designee. The President or his designee shall consult with the President of the Faculty Association before making his final decision.

ARTICLE 42

Enrolment Management and Professional Development

- 42.01 Faculty are professionals that play a valuable role in Enrolment Management. In recognition of the contribution to the viability of the College, a professional development fund that is linked to Enrolment Management and administered by the Faculty Association shall be available to Employees.
- 42.02 All Employees shall participate in fund development based on the following formula:
- (a) Base rate of thirty-five dollars and twenty cents (\$35.20) per FLE;
 - (b) Multiplied by the official FLE from the previous year (e.g. June 2012 will be use the FLE from the 2010-2011 school year);
 - (c) Paid into the fund on September 1st each year.
- 42.03 The Faculty Association shall administer the funds under the following guidelines:
- (a) Money in the fund is intended solely for short and long term job related professional development.
 - (b) Professional Development does not include Association training or business.
 - (c) Funds are to be used in compliance of Canada Revenue Agency's Regulation.
 - (d) An annual report shall be provided to the Employer on October 1.

ARTICLE 43

Isolation Modifier

- 43.01 An Employee who works and lives in an isolated locale, approved by the President, shall receive a salary modifier of two hundred and forty dollars (\$240.00) per month.
- 43.02 An Employee who works and lives in an "extreme isolated locale", approved by the President, shall receive an additional salary modifier equal to the amount in Clause 43.01.

ARTICLE 44

Classification Appeal

- 44.01 When the responsibilities of an Employee have materially changed since the last classification review, and the immediate supervisor has not requested a review, the Employee may make a request in writing to the Director, Human Resource Services for reclassification. The Director, Human Resource Services shall make a decision within sixty (60) days upon receipt of request. An Employee who receives no response, or is not satisfied with the decision from the Director, Human Resource Services in regard to a classification may appeal the decision.
- 44.02 An Employee wishing to appeal a classification decision pursuant to Clause 44.01 shall submit a request in writing to the President within twenty-one (21) days.

44.03 The Vice-President, College Services shall select one (1) member of management to act on the Appeal Board and request the Association to appoint a member to the Appeal Board. The two persons selected to act as members of the Appeal Board shall select a third person to act as a member and Chairman within ten (10) days of the date the second person is appointed.

Where the two (2) persons selected as members of the Appeal Board fail to agree on the selection of a Chairman, the Vice-President, College Services shall appoint a person from outside of the College to act as Chairman. The Parties to the Agreement shall share equally the expenses of the Chairman.

44.04 The Appeal Board may call upon records and interview such persons concerned as it sees fit and render a decision within fourteen (14) days of the appointment of the last member to the Appeal Board. The decision of the Appeal Board shall be final and binding. The Employee may be represented by an Association Staff member at the Board hearing.

44.05 The persons concerned shall be advised within seven (7) days of the decision of the Appeal Board.

44.06 Notwithstanding any of the foregoing, the Appeal Board may not create, delete, or alter classes or class specifications.

44.07 The Employer agrees to provide a copy of the current Classification Plan along with any subsequent amendments.

ARTICLE 45

Northern Allowance Pay

45.01 An Employee who lives and works at a location north of the 57th parallel of north latitude in the Province of Alberta shall be paid in addition to his basic salary, a Northern Allowance of two hundred and ninety dollars (\$290.00) for each month served.

45.02 For partial months of employment an Employee eligible for Northern Allowance pursuant to Clause 45.01 shall receive payment in accordance with the following formula:

$$\frac{\text{Monthly Northern Allowance}}{21.75} \quad \times \quad \text{Number of Days Worked at Straight Time Rates}$$

45.03 An Employee who otherwise qualifies for the allowance shall continue receiving the allowance for any period of approved leave with pay. However, the allowance shall not be paid to an Employee for any period he is on leave without pay.

ARTICLE 46

Lead Hand Recognition

46.01 Faculty designated yearly by the Employer, regardless of location, shall receive Lead Hand Recognition pay in the form of one day's pay per month for duties assigned in addition to full time instructional responsibilities. These additional duties include campus coordination, liaison with the Community Education Committee, and case management.

46.02 Lead Hand responsibility shall not be shared.

- 46.03 Lead Hand recognition will be prorated for the months of July and August for those Lead Hands that are designated to work July and August.

ARTICLE 47

Northern Travel Benefit

- 47.01 Employees living and working in areas defined by the Canada Revenue Agency (CRA) as designated areas for Northern Travel Benefit shall have three thousand two hundred and fifty dollars (\$3250) of the annual salary considered to be paid as Travel Assistance Benefit and shall be indicated as such in the appropriate box in the annual T4 slip. The provision of this benefit shall in no way add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by the CRA.

In 2009 the three thousand two hundred and fifty dollars (\$3250) Northern Travel Benefit shall be pro rated to the number of pay periods after ratification.

ARTICLE 48

Market Modifier

- 48.01 Where it is deemed that as a result of market conditions, a program shall be hard to recruit to, there may be a need to pay salary above the rates in the instructor grid. The President, in consultation, may consider a market adjustment supported by appropriate market research. The President may then deem a market adjustment for a specific period of time to be reviewed on an annual basis. Human Resource Services shall monitor market adjustment and provide information to the Faculty Association as to how often the market modifier is used and under what conditions.
- 48.02 The President, in consultation with the Association, may consider a market adjustment supported by appropriate market research. The President may then deem a market adjustment for a specific period of time to be reviewed on an annual basis.
- 48.03 If the modifier is to be reduced or removed, the College shall give the Association and the Employee three (3) months' notice.
- 48.04 Human Resource Services shall monitor market adjustment and provide information to the Faculty Association as to how often the market modifier is used and under what conditions.

ARTICLE 49

Procedure for Collective Bargaining

- 49.01 Either Party may serve written notice on the other to commence Collective Bargaining. Such notice may be served not less than sixty (60) nor more than one hundred and twenty (120) days prior to the date of expiration of this Agreement.
- 49.02 Not more than thirty (30) days following receipt of the notice to commence Collective Bargaining, representatives of the Parties shall meet and commence bargaining in good faith and make every reasonable effort to enter into a Collective Agreement.

- 49.03 At any time after Collective Bargaining has commenced, either Party may request the services of a mediator to assist the parties in reaching a settlement. Normally, the mediator shall be appointed on a "good offices" basis by the Director of Mediation Services, Alberta Human Resources and Employment, or be drawn from such other sources as the parties may agree.
- 49.04 The mediator shall, in any manner that he sees fit, inquire in to the dispute and endeavor to effect a settlement.
- 49.05 If the mediator is unable to effect a settlement, either Party may refer the dispute to Arbitration in accordance with the Post-secondary Learning Act, Section 88.1. Submissions of matters to Arbitration and the award of the Arbitration Board are subject to the terms of Article 4, Clause 4.02 of this Agreement.

ARTICLE 50

Printing of Agreements

- 50.01 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one copy of the Collective Agreement.
- 50.02 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 51

Term and Effective Date

- 51.01 This Agreement shall be effective from July 1, 2012 to June 30, 2014 and shall remain in effect thereafter until a replacement Agreement is established.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

Dated at _____, Alberta this _____ day of _____, 2012.

For the College:

[Redacted Signature]

Chair, Board of Governors

[Redacted Signature] _____
Witness

[Redacted Signature] _____
President

[Redacted Signature] _____
Witness

[Redacted Signature] _____

Chair, Negotiating Committee

[Redacted Signature] _____

Witness

For the Faculty Association:

[Redacted Signature]

President, Faculty Association

[Redacted Signature]

Witness

[Redacted Signature]

Chair, Negotiating Committee

[Redacted Signature]

Witness

GENERAL FACULTY PAY SCHEDULE

Schedule A

General Faculty Pay Schedule – Assignment of Classes to Pay Grids

Class Number	Class Title	Pay Grade
9331	Educational Counsellor I	08-71
9332	Educational Counsellor II	08-74
9334	Education Assistant	08-48
5501	Instructor	The pay ranges in Schedule B-1 shall apply.
5502	Coordinator	The pay ranges in Schedule B-1 shall apply plus one point five (1.5) days per month.
Notes: Sessional Instructor H – starting period is H-3. Sessional Instructor I – starting period is I-4. Sessional Instructor J – starting period is J-5.		

Schedule B

General Faculty Pay Schedule – Salary Grids

B-1 July 2012

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Assistant			Instructor							
	Class #9334 - 9100			Class #5501							
	Pay Grade 08-48			8300	8400	8500	8600	8700	8800	8900	9000
	Formal	First Step	Second Step	C	D	E	F	G	H	I	J
1	39732	40488	41268	47808	48996	50448	53160	55536	58536	61692	65016
	3311	3374	3439	3984	4083	4204	4430	4628	4878	5141	5418
	21.00	21.40	21.81	25.27	25.90	26.66	28.10	29.35	30.94	32.61	34.36
2	41292	42072	42888	50208	51444	53112	56040	58632	61776	65112	68616
	3441	3506	3574	4184	4287	4426	4670	4886	5148	5426	5718
	21.83	22.24	22.67	26.54	27.19	28.07	29.62	30.99	32.65	34.41	36.27
3	42816	43632	44472	52752	54096	55740	59016	61680	64992	68544	72228
	3568	3636	3706	4396	4508	4645	4918	5140	5416	5712	6019
	22.63	23.06	23.51	27.88	28.59	29.46	31.19	32.60	34.35	36.23	38.18
4	44544	45420	46284	55224	56616	58428	61944	64800	68280	71988	75876
	3712	3785	3857	4602	4718	4869	5162	5400	5690	5999	6323
	23.54	24.01	24.46	29.19	29.92	30.88	32.74	34.25	36.09	38.05	40.10
5	46332	47220	48132	57720	59112	60960	64800	67824	71496	75372	79476
	3861	3935	4011	4810	4926	5080	5400	5652	5958	6281	6623
	24.49	24.96	25.44	30.51	31.24	32.22	34.25	35.85	37.79	39.84	42.01
6	48180	49116	50052	60156	61572	63600	67764	70956	74784	78816	83088
	4015	4093	4171	5013	5131	5300	5647	5913	6232	6568	6924
	25.47	25.96	26.46	31.80	32.54	33.62	35.82	37.50	39.53	41.66	43.92

Schedule B

General Faculty Pay Schedule – Salary Grids

B-1 July 2012 continued

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Assistant			Instructor							
	Class #9334 - 9100			Class #5501							
	Pay Grade 08-48			8300	8400	8500	8600	8700	8800	8900	9000
	Formal	First Step	Second Step	C	D	E	F	G	H	I	J
7	50196	51180	52164	62568	64104	66240	70632	73980	78000	82224	86724
	4183	4265	4347	5214	5342	5520	5886	6165	6500	6852	7227
	26.53	27.05	27.57	33.07	33.88	35.01	37.33	39.10	41.23	43.46	45.84
8	52164	53172	54192	65028	66660	68988	73572	77112	81264	85704	90360
	4347	4431	4516	5419	5555	5749	6131	6426	6772	7142	7530
	27.57	28.10	28.64	34.37	35.23	36.46	38.89	40.76	42.95	45.30	47.76
9	54192	55260	56304	67440	69228	71616	76512	80112	84468	89040	93864
	4516	4605	4692	5620	5769	5968	6376	6676	7039	7420	7822
	28.64	29.21	29.76	35.65	36.59	37.85	40.44	42.34	44.65	47.06	49.61
10	56304	57408	58500	69864	71688	74232	79308	83220	87756	92484	97524
	4692	4784	4875	5822	5974	6186	6609	6935	7313	7707	8127
	29.76	30.34	30.92	36.93	37.89	39.24	41.92	43.99	46.38	48.88	51.55
11	57960	59100	60228	71928	73788	76404	81648	85644	90324	95208	100392
	4830	4925	5019	5994	6149	6367	6804	7137	7527	7934	8366
	30.63	31.24	31.83	38.02	39.00	40.38	43.15	45.27	47.74	50.32	53.06

Class Title: Coordinator

Class Number: 5502

The pay ranges in the above Instructor schedule apply plus 1.5 days per month

Schedule B

General Faculty Pay Schedule – Salary Grids

B-2 July 2012, Formal

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	63900	68268
	5325	5689
	33.77	36.08
2	66780	71388
	5565	5949
	35.30	37.73
3	69756	74628
	5813	6219
	36.87	39.44
4	72924	78072
	6077	6506
	38.54	41.26
5	76236	81780
	6353	6815
	40.29	43.22
6	79788	85608
	6649	7134
	42.17	45.25
7	83676	89928
	6973	7494
	44.23	47.53

Schedule B

General Faculty Pay Schedule – Salary Grids

B-3 July 2012, First Step (+2%)

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	65184	69636
	5432	5803
	34.45	36.81
2	68112	72816
	5676	6068
	36.00	38.49
3	71148	76116
	5929	6343
	37.60	40.23
4	74388	79632
	6199	6636
	39.32	42.09
5	77760	83412
	6480	6951
	41.10	44.09
6	81384	87324
	6782	7277
	43.01	46.15
7	85344	91728
	7112	7644
	45.11	48.48

Schedule B

General Faculty Pay Schedule – Salary Grids

B-4 July 2012, Second Step (+4%)

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	66456	71004
	5538	5917
	35.12	37.53
2	69456	74244
	5788	6187
	36.71	39.24
3	72552	77616
	6046	6468
	38.35	41.02
4	75840	81192
	6320	6766
	40.08	42.91
5	79284	85056
	6607	7088
	41.90	44.96
6	82980	89028
	6915	7419
	43.86	47.05
7	87024	93528
	7252	7794
	46.00	49.43

Schedule B

General Faculty Pay Schedule – Salary Grids

B-5 July 2013

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Assistant			Instructor							
	Class #9334 - 9100			Class #5501							
	Pay Grade 08-48			8300	8400	8500	8600	8700	8800	8900	9000
	Formal	First Step	Second Step	C	D	E	F	G	H	I	J
1	40920	41700	42504	49248	50460	51960	54756	57204	60288	63540	66972
	3410	3475	3542	4104	4205	4330	4563	4767	5024	5295	5581
	21.63	22.04	22.47	26.03	26.67	27.46	28.94	30.24	31.87	33.58	35.40
2	42528	43332	44172	51720	52992	54708	57720	60396	63624	67068	70680
	3544	3611	3681	4310	4416	4559	4810	5033	5302	5589	5890
	22.48	22.90	23.35	27.34	28.01	28.92	30.51	31.92	33.63	35.45	37.36
3	44100	44940	45804	54336	55716	57408	60792	63528	66936	70596	74400
	3675	3745	3817	4528	4643	4784	5066	5294	5578	5883	6200
	23.31	23.75	24.21	28.72	29.45	30.34	32.13	33.58	35.38	37.31	39.32
4	45876	46788	47676	56880	58320	60180	63804	66744	70332	74148	78156
	3823	3899	3973	4740	4860	5015	5317	5562	5861	6179	6513
	24.25	24.73	25.20	30.06	30.83	31.81	33.72	35.28	37.17	39.19	41.31
5	47724	48636	49572	59448	60888	62784	66744	69864	73644	77628	81864
	3977	4053	4131	4954	5074	5232	5562	5822	6137	6469	6822
	25.22	25.71	26.20	31.42	32.18	33.18	35.28	36.93	38.92	41.03	43.27
6	49620	50592	51552	61956	63420	65508	69792	73080	77028	81180	85584
	4135	4216	4296	5163	5285	5459	5816	6090	6419	6765	7132
	26.23	26.74	27.25	32.75	33.52	34.62	36.89	38.63	40.71	42.91	45.24

Schedule B

General Faculty Pay Schedule – Salary Grids

B-5 July 2013 continued

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Assistant			Instructor							
	Class #9334 - 9100			Class #5501							
	Pay Grade 08-48			8300	8400	8500	8600	8700	8800	8900	9000
	Formal	First Step	Second Step	C	D	E	F	G	H	I	J
7	51696	52716	53724	64440	66024	68232	72756	76200	80340	84696	89328
	4308	4393	4477	5370	5502	5686	6063	6350	6695	7058	7444
	27.32	27.86	28.40	34.06	34.90	36.06	38.46	40.28	42.46	44.77	47.21
8	53724	54768	55812	66984	68664	71052	75780	79428	83700	88272	93072
	4477	4564	4651	5582	5722	5921	6315	6619	6975	7356	7756
	28.40	28.95	29.50	35.40	36.29	37.55	40.05	41.98	44.24	46.66	49.19
9	55812	56916	57996	69468	71304	73764	78804	82512	87000	91716	96684
	4651	4743	4833	5789	5942	6147	6567	6876	7250	7643	8057
	29.50	30.08	30.65	36.72	37.69	38.99	41.65	43.61	45.98	48.48	51.10
10	57996	59136	60252	71964	73836	76464	81684	85716	90384	95256	100452
	4833	4928	5021	5997	6153	6372	6807	7143	7532	7938	8371
	30.65	31.26	31.85	38.04	39.03	40.41	43.17	45.30	47.77	50.35	53.09
11	59700	60876	62040	74088	75996	78696	84096	88212	93036	98064	103404
	4975	5073	5170	6174	6333	6558	7008	7351	7753	8172	8617
	31.55	32.18	32.79	39.16	40.17	41.59	44.45	46.62	49.17	51.83	54.65

Class Title: Coordinator

Class Number: 5502

The pay ranges in the above Instructor schedule apply plus 1.5 days per month

Schedule B

General Faculty Pay Schedule – Salary Grids

B-6 July 2013, Formal

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	65820	70320
	5485	5860
	34.79	37.17
2	68784	73524
	5732	6127
	36.36	38.86
3	71844	76872
	5987	6406
	37.97	40.63
4	75108	80412
	6259	6701
	39.70	42.50
5	78528	84228
	6544	7019
	41.51	44.52
6	82176	88176
	6848	7348
	43.43	46.60
7	86184	92628
	7182	7719
	45.55	48.96

Schedule B

General Faculty Pay Schedule – Salary Grids

B-7 July 2013, First Step (+2%)

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	67140	71724
	5595	5977
	35.49	37.91
2	70164	75000
	5847	6250
	37.08	39.64
3	73284	78408
	6107	6534
	38.73	41.44
4	76608	82020
	6384	6835
	40.49	43.35
5	80100	85908
	6675	7159
	42.34	45.41
6	83820	89940
	6985	7495
	44.30	47.54
7	87912	94476
	7326	7873
	46.47	49.93

Schedule B

General Faculty Pay Schedule – Salary Grids

B-8 July 2013, Second Step (+4%)

Throughout Schedule B, the salary grids show annual, monthly and hourly rates of pay.

Grade	Educational Counsellor I	Educational Counsellor II
	Class #9331 (9300)	Class #9332 (9400)
	Pay Grade 08-71	Pay Grade 08-74
1	68448	73128
	5704	6094
	36.18	38.65
2	71532	76464
	5961	6372
	37.81	40.41
3	74712	79944
	6226	6662
	39.49	42.25
4	78108	83628
	6509	6969
	41.28	44.20
5	81672	87600
	6806	7300
	43.17	46.30
6	85464	91704
	7122	7642
	45.17	48.47
7	89628	96336
	7469	8028
	47.37	50.92