



NORTHERN LAKES
COLLEGE

COLLECTIVE AGREEMENT

BETWEEN

**THE FACULTY ASSOCIATION
OF NORTHERN LAKES COLLEGE**

AND

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

JULY 1, 2016 - JUNE 30, 2019

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Collective Agreement

THIS AGREEMENT made the _____ day of _____, 2018

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

Preamble

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

- 1.1 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*** means 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*** means an Employee who works under the supervision and direction of a Director and provides support to the Instructors and programs.
- o) ***Educational Counsellor I*** means 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** means 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) **Grievance** means 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** means an Employee who provides:
 - i. instructional related duties;
 - ii. course/program development duties;
 - iii. program support duties; and
 - iv. students' support duties.
- y) **Month** means a calendar month.
- z) **Monthly Salary** means annual salary divided by twelve (12).
- aa) **Pay Grade** means the steps assigned to a class within the salary grid.
- ab) **Policy Grievance** means 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.

- ac) **President** means the Chief Executive Officer of the Employer.
- ad) **Probationary Employee** means a person, who during their initial period of employment is serving a probationary period.
- ae) **Project Employee** means an Employee who is filling a salaried project position
- af) **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 twenty-four (24) months, and to work not less than the periods specified in Sub-clause 1.1 am). If the project exceeds twenty-four (24) months, 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.
- ag) **Sessional Employment** means a part-time or full-time instructional assignment, paid hourly on a course credit basis for a defined term.
- ah) **Statutory Declaration** means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths.
- ai) **Step** means a single salary rate within the pay grade.
- aj) **Trial period** means a six (6) month assessment period in a new position after an employee has served their probationary period with the Employer.
- ak) **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.
- al) **Vice President, Academic** and **Senior Director, Human Resources** mean the officials appointed by the President to administer the Collective Agreement.
- am) **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 point five (.5) full time equivalency.
- an) **Wellness Leave** means 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.
- ao) **Work Day** means any day on which an Employee is normally expected to be at their place of employment.

ARTICLE 2

Terms of Employment

2.1 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

- 3.1 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.
- 3.2 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 twenty-four (24) 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 & 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. 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 and Modifier		✓
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 3.5	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. Classifications and Pay	✓	
42. Enrolment Management and Professional Development		✓
43. Isolation Modifier	✓	
44. Classification Appeal	✓	
45. Northern Allowance Pay	✓	
46. Administrative Stipend	✓	
47. Northern Travel Benefit		✓
48. Market Modifier	✓	
49. Other Unpaid Leaves	✓	
50. Procedure for Collective Bargaining	✓	
51. Printing of Agreements	✓	
52. Term and Effective Date	✓	
Schedule A	✓	

- 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 25.1(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.
- 3.3 Notwithstanding Sub-Clause 3.2 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 their regular wage earnings, pay at 5.2% of their regular wage earnings, and for working on a paid holiday, pay at time and one-half their 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 their regular wage earnings, pay at 14.8% of their regular wage earnings.
- 3.4 Notwithstanding Sub-Clause 3.2 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 their regular hourly rate times regular hours worked.
- 3.5 Notwithstanding Sub-Clause 3.2 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.
- 3.6 Notwithstanding Sub-Clause 3.2 c), a Sessional Employee shall receive an additional one (1) percent of hourly rate times hours worked in lieu of benefits.
- 3.7 Services necessary for the operation of programs variously known as "Summer School", "Evening Class Program", "Continuing Education and Corporate Training", 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.
- 3.8 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

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

ARTICLE 4

Management Recognition

- 4.1 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.

ARTICLE 5

Association Recognition

- 5.1 The Employer recognizes the Association as the exclusive Bargaining Agent for all Employees covered by this Agreement.
- 5.2 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

- 6.1 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 and the Alberta Labour Relations Code, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 6.2 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

- 7.1 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.
- 7.2 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.

- 7.3 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.
- 7.4 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

- 8.1 The Employer shall grant Association Representatives access to its premises. When investigating a Grievance for the purpose of meeting with the Griever or their immediate supervisor, an appointment with the grieving Employee or their immediate supervisor shall be obtained through the Senior Director, Human Resources.
- 8.2 Annually, or as changes are made, the Association shall provide a current list of Association Officers and Representatives to the Senior Director, Human Resources.
- 8.3 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 Employer and privacy of communication cannot be guaranteed.

ARTICLE 9

Association Representatives

- 9.1 The Employer acknowledges the right of the Association to appoint Employees in the Bargaining Unit as Association Representatives.
- 9.2 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.
- 9.3 The Employer recognizes the Association Representative as an official representative of the Association.
- 9.4 The Association shall ensure that each new Employee receives the name and location of their Association Representative and a copy of the Collective Agreement.

ARTICLE 10

Time Off for Association Business

- 10.1 Time off, without loss of regular earnings, shall be normally granted to Employees for Association business approved by the Employer. Time off shall be granted except where operational difficulty shall arise. The Association shall provide the Senior Director, Human Resources 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 time off for Association business is granted for an indeterminate period, the Employee shall communicate with the Senior Director, Human Resources on a daily basis in respect to the date of return.
- 10.2 To facilitate the administration of Clause 10.1 of this Article, the Employer shall grant the leave of absence with pay and invoice the Association for the Employee's salary, benefits and applicable allowances, or the replacement salary costs, whichever is greater, which the Association shall pay within 30 days.
- 10.3
- a) The Employer will provide monthly release time to be taken by the Association President equivalent to 20% of a full-time position to attend to Faculty Association matters.
 - b) The Association will reimburse the Employer 15% of the gross monthly salary and benefit costs of the Association President for the months of September to June.
 - c) All additional release time must be requested to the Senior Director, Human Resources six weeks in advance.
 - d) If additional release time for the President is requested by the Association, such additional release time will not be approved until there is suitable replacement hired for the time and duration of the request. The Association will be responsible to pay the full gross salary and benefits costs of the Association President for the additional time.
 - e) Maximum additional release time that may be approved is 10% of a full-time position.
- 10.4 Notwithstanding Clause 10.2, the Employer will not invoice the Faculty Association for:
- a) time spent meeting with representatives of the Employer at Standing or Ad hoc Committees where matters of mutual concern are discussed
 - b) time spent meeting with representatives of the Employer during formal negotiation of a Collective Agreement
 - c) time allotted for Association meetings on the day of the Employer's General Staff meeting; and
 - d) time off related to Employer approved attendance at the ACIFA Conference.

ARTICLE 11

Attendance

- 11.1 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for their absence to their immediate supervisor within two (2) hours prior to normal starting time.
 - 11.2 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify their immediate supervisor of their 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 they were in receipt of Long Term Disability or Workers' Compensation Benefits.
 - 11.3 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 Senior Director, Human Resources 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 the Employee was in receipt of Long Term Disability or Workers' Compensation benefits.
 - 11.4 Time limits, pursuant to Clauses 11.1, 11.2 and 11.3, 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.
 - 11.5 An Employee is required to provide the Senior Director, Human Resources, twelve (12) weeks prior written notice of resignation if they wish to resign in good standing. During this notice period the Employee must be actively at work for the Employer.
 - 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.
- 11.6 An Employee who absents themselves from their 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 their position and shall be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented them from reporting to their place of work.

ARTICLE 12

Acting Incumbent

- 12.1 To receive Acting Incumbency Pay an Employee shall be designated by the Senior Director, Human Resources to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time they may also be required to perform some of the duties of their 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.
- 12.2 Where an Employee is designated to be an acting incumbent in a position, their salary may be determined in accordance with the following provisions:
- a) if an employee 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 their current pay grade assignment, their acting salary shall be the lowest period in the new pay grade that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;
 - b) if an employee 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 their current pay grade assignment, their acting salary shall be the lowest period in the new pay grade that exceeds their current salary, except if the increase is less than one (1) increment, in which case their salary shall be adjusted to the period next higher than the lowest period that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;
 - c) if an employee is designated to act in a position in a classification of Faculty Association, their salary shall be determined in accordance with the General Faculty Pay Schedule, as the case may be;
 - d) if an employee is designated to act in a position in a classification of the Union, their salary shall be determined in accordance with the General Staff Pay Schedule, as the case may be;
- 12.3 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 12.4 When an Employee who has been the acting incumbent of another position returns to their regular position, their salary shall be readjusted to that which would be in effect if the Employee had continuously occupied that position.
- 12.5 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 13

Position Abolishment

- 13.1 The Employer shall give a Continuous Employee and their Association at least one

hundred and twenty (120) calendar days prior written notice that their employment in their current job is to be terminated. The Employer shall provide a copy of the written notice to the Association.

- 13.2 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.

- 13.3 The Employee may resign in writing and receive pay at their regular rate in lieu of part of the notice specified in Clause 13.1 to a maximum of two (2) months' 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 13.1; however, if the Employee resigns and retires before the end of the notice period, the Employee shall not receive pay in lieu of notice.

- 13.4 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.

- 13.5 An Employee who is released and is no longer employed in the College in any capacity may, by written notice to the Senior Director, Human Resources, elect to waive the rights provided under clause 13.4, and may elect to receive at the time of release the severance pay that the Employee would be entitled to under clause 13.6.

- 13.6 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

- 14.1 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 their 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.
- 14.2 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 their 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.
- 14.3 Where it can be established that another work schedule than that contemplated in Clause 14.1 is required, the Employer, after consultation with the Association, has the right to establish a schedule.

ARTICLE 15

Professional Responsibilities and Time Management

- 15.1
 - 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.
- 15.2
 - a) The Employer recognizes Faculty as professionals entrusted to carry out their responsibilities as per clause 15.1. See 15.3 and 15.4 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.
- 15.3 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.
- 15.4
 - a) The Employer recognizes Educational Counsellors as professionals entrusted to carry out their responsibilities as per clause 15.3
 - 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 Employer 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 15.3) 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.
- 15.5 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 their 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.

- 15.6 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.
- 15.7 If due to operational difficulties, an Educational Counsellor cannot use up their accrued Professional Responsibility Time, the Vice President, Academic may authorize a six (6) month carry over.
- 15.8 The parties recognize the Employer's responsibility to determine instructional assignments. Assignments shall be made through consultation between the Program Chair and Employees within a program area in accordance with the Faculty Workload Procedure. Assignments are subject to the approval of the Dean.

ARTICLE 16

Overtime

- 16.1 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.
- 16.2 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 16.3.
- 16.3 An Employee who has been authorized to work overtime shall be compensated as follows:
- a) Subject to Clause 16.6, for overtime hours worked on a regularly scheduled work day at time and one-half their regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at double their 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 their 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.
- 16.4
- a) Notwithstanding 16.3 c), an Employee who is required to attend a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of their 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 their 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 they are employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of their normal daily hours of work.
- 16.5 Overtime payment shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 16.6 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.
- 16.7 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

- 17.1 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.
- 17.2 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.1. 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 they work a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 17.3 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.
- 17.4 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 18

Reporting Pay

- 18.1 A Wage Employee shall be paid a minimum of three (3) hours pay at their 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.
- 18.2 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 their hourly rate.

ARTICLE 19

Weekend Premium

- 19.1 An Employee who works Saturdays or Sundays as part of their 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.
- 19.2 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

- 20.1 In accordance with the Workers' Compensation Act, when an Employee sustains

an injury in the course of their duties with the Employer, the Employee and their supervisor shall report the injury to the Senior Director, Human Resources. The Senior Director, Human Resources 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 their regular full salary during the period they are required to remain off work up to eighty (80) consecutive days, provided that the Employee has assigned to the Employer, the monies due to the Employee from the Workers' Compensation Board for injuries due to injury or accident.

- 20.2 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, the Employee shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 20.3 The eligibility period specified in Clause 20.1 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.
- 20.4 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.
- 20.5 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 20.1.
- 20.6 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.
- 20.7 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 20.1 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

- 21.1 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 Employer

may keep all monies paid to them for expenses and incidentals.

ARTICLE 22

Travel Expenses

- 22.1 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.
- 22.2 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

- 23.1 A person appointed to a position with the Employer shall serve a probationary period.
- 23.2 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.
- 23.3 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.
- 23.4 On commencement of employment, a new Employee shall be provided with a copy of their position description or list of duties.
- 23.5 An Employee, while on probation, shall have an evaluation at approximately the sixth month of service.
- 23.6 An Employee who takes another position will serve a trial period. If the Employee is unsuccessful in the other position, the Employer will undertake to return the Employee to their previous or a comparable position at no loss of pay or benefits.

ARTICLE 24

Disciplinary Action

- 24.1 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 their conduct or performance which are placed on their personal file.
- 24.2 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 24.1 shall be notified of the time and place of the interview and if desired by the Employee they 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.

- 24.3 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 their 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.
- 24.4 The Employer shall have an Employee's personal file made available at the office of the Senior Director, Human Resources for the Employee to examine their 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.
- 24.5 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.
- 24.6 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.
- 24.7 Subject to Article 25, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 25

Grievance Procedure

- 25.1 Definitions and Scope
- a) As defined in 1.1 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.
 - b) As defined in 1.1 ab), 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 25.1 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) As defined in 1.1 j) "Days" means calendar days.
- h) As defined in 1.1 k) "Demotion" means a transfer to a position with a lower maximum salary without the Employee's agreement.

25.2 Meetings During Grievance Procedure

- a) An Association Representative shall not discuss a Grievance, or leave their place of work to investigate a Grievance during working hours without first obtaining permission from their 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 griever. This discussion shall be recognized as the griever's opportunity to clarify the circumstances surrounding their Grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the griever 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 Expense, Hospitality and Public Disclosure Policy.

25.3 Grievance Process

The Senior Director, Human Resources 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 their 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 their 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 25.3(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.

25.4 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) or 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 25.4 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 willing 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 25.4 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 25.4 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 willing 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 their Grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim their expenses incurred in attending the arbitration of their Grievance in accordance with the Employer's Travel Expense, Hospitality and Public Disclosure Policy.
- h) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

25.5 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 their decision is the decision of the Arbitration Board.

25.6 Arbitration Decisions

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

25.7 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 the Employee at their 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 the Employee by registered or certified mail at their

- 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

- 26.1 A salaried Employee shall receive a Wellness Modifier of one percent (1%) of their 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.
- 26.2 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 their 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 Senior Director, Human Resources 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

- 26.3 If an Employee takes Wellness Leave, they shall make every reasonable effort to communicate in advance with their immediate supervisor about their 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.
- 26.4 a) Wellness Leave may only be combined with an Employee's annual vacation leave if they do not have sufficient annual vacation left to take or if the Employee has their vacation scheduled and approved to be taken at a later time.
- b) Wellness Leave must be taken for illness leave.

ARTICLE 27

General Illness

- 27.1 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.

- 27.2 Provided the Employee is not then absent from work due to illness, pursuant to Clause 27.1, 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 27.3:
- 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 27.2 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.
- 27.3 a) Subject to Sub-Clause 27.3 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 27.2 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.
- 27.4 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.
- 27.5 Notwithstanding Clause 27.2, 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.
- 27.6 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.
- 27.7 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.

27.8 This Article is subject to Article 28.

ARTICLE 28

Proof of Illness

- 28.1 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.
- 28.2 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 their 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 their 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 28.2 a).
- 28.3 Pursuant to Clause 28.2, an Employee shall be entitled to have their personal physician or other physician of their choice to be a member of the Medical Board or to act as their 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.
- 28.4 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 27.1 and 27.2, the examination or interview shall be at the Employer's expense and on the Employer's time.
- 28.5 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.
- 28.6 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

- 29.1 Cost sharing between the Employer and the Employees shall remain at the overall cost sharing proportions (Employer 61% and Employee 39%) and with comparable benefits, to those in effect on July 1, 2016.

ARTICLE 30

Paid Holidays

30.1 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 30.7 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.

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

30.3 The Civic Holiday as specified in Clause 30.1, shall be observed on the first Monday in August.

30.4 When a day designated as a holiday under Clause 30.1 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.

30.5 Except for Christmas Leave, when a day designated as a holiday under Clause 30.1 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.

30.6 Notwithstanding Clauses 30.4 and 30.5, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall be paid another day at their regular rate.

30.7 When an Employee works on one of the holidays listed in Clause 30.1, the Employer shall determine based on operational needs, which of the following the Employee shall receive:

- a) their 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 their 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.

- 30.8 When a day off in lieu is granted under Sub-Clause 30.7 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.

- 30.9 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 30.8, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 31.4 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

- 31.1 Each Employee shall:
- a) earn vacation calculated as 1.8 days for every pay period for which the Employee receives pay.
 - b) subject to Article 11.5 be paid for any leave earned but not taken at the time of position abolishment.
- 31.2 An Employee, if after occupying a continuous position for more than one year, is required to take an in-service andragogy training course during their vacation period, shall for the period during which the andragogy training course is taken, receive vacation pay and additional pay based on their regular rate of pay.
- 31.3 Vacation leave shall be taken at such time or times as may be approved by the Employer.
- 31.4 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 31.5 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 they been subject to this Article for all relevant times:
 - i. the Employee shall be entitled to vacation leave as though they 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 their annual salary for each day or fractional day of excess entitlement.

- 31.5 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.
- 31.6 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.
- 31.7 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.
- 31.8 Notwithstanding Clause 31.1, an Employee designated by the President 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) be paid an amount of ten percent (10%) of their normal annual salary including any modifiers, other than the Isolation Modifier already applied; and
 - c) subject to Sub-Clause 11.5, be paid for any leave earned but not taken at the time of position abolishment.

Article 32

Compassionate Leave

- 32.1 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 or support to a gravely ill family member;
 - b) the leave must be applied for and approved by the Senior Director, Human Resources prior to the commencement of any leave;
 - c) in order to qualify for this leave, the Employee must meet the criteria as set out in the Employment Standards Code;
 - d) this leave may extend for a period of up to the maximum period under the Employment Standards Code;

- e) Employees are to make application to the attention of the Senior Director, Human Resources 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 the Employment Standards Code.

ARTICLE 33

Maternity/Parental/Adoption leave

- 33.1 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 will have completed at least ninety (90) days of continuous employment with the Employer.
- 33.2 Birth mothers may take up to seventy-eight (78) consecutive weeks of unpaid job-protected leave. This shall be made up of sixteen (16) weeks maternity leave and sixty-two (62) weeks of parental leave. The other parent and/or adoptive parents are eligible for up to sixty-two (62) 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 sixty-two (62) weeks.
- 33.3 An Employee who at the commencement of the leave is participating in the Employers Consortium Benefits Program may continue to be covered under the plan during the entire leave, in which case the Employer and the Employee shall continue to pay their respective portions of the applicable premium costs of the plans. Failure by the Employee to pay the Employee portion of the premiums as required shall result in cancellation of coverage for the remainder of the leave.
- 33.4 An Employee who returns from the leave authorized pursuant to subsection 33.1 shall be returned to the Employee's 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.
- 33.5 An Employee who has completed ninety (90) days of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of the Employee's resignation shall be considered to have been on leave without pay.
- 33.6 A pregnant Employee who presents medical evidence from the Employee's physician which satisfies the Employer that continued employment in the Employee's present position may be hazardous to the Employee or to the unborn child, may request a transfer to a more suitable position if one is available.
- 33.7 Notwithstanding any date initially selected for the start of maternity leave, if the Employee subsequently indicates in writing that the Employee is no longer able to carry out the Employee's full normal duties, the Employee may commence maternity leave any time within thirteen (13) weeks of the estimated date of delivery.
- 33.8 Notwithstanding any of the other provisions in this section, if during the thirteen (13) week period immediately preceding the estimated date of delivery, the pregnancy of an Employee interferes with the performance of the Employee's duties, the Employer may require that the Employee proceed on maternity leave by notifying the Employer in writing.
- 33.9 Notwithstanding any other provisions of this Section, an Employee on maternity,

parental or adoption leave must apply for Employment Insurance benefits, and when approved, must submit to the Employer proof of Employment Insurance benefits in order to be paid the Supplemental Top Up. The Supplemental Top Up will be paid for the first fifteen (15) weeks following the waiting period of the approved Employment Insurance benefits. The Employer will top up the Employee's salary to 100%.

- 33.10 The Employee on leave pursuant to this section shall be required to give the Employer, 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

- 34.1 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in their official capacity to give evidence or to produce Employer records, or is required to serve as a juror under the Jury Act, they shall be allowed leave with pay, but any monies receivable by them shall be paid to the Employer.
- 34.2 When an Employee is subpoenaed as a witness in their private capacity:
- a) at a location within the Province of Alberta, they shall be allowed leave with pay, but any monies receivable by them shall be paid to the Employer;
 - b) at a location outside the Province of Alberta, the Employee 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 the Employee shall be paid to the Employer.

ARTICLE 35

Employment Insurance Premium Reduction or Rebate

- 35.1 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.
- 35.2 The premium reduction or rebate referred to in Clause 35.1 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 36

Health and Safety

- 36.1 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.

- 36.2 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.
- 36.3 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.
- 36.4 An Employee shall immediately notify their Supervisor when they have 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 their work site shall immediately notify their Supervisor.
- 36.5 The Employer shall notify the Chair of the Association or their designate immediately after they are 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.
- 36.6 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

- 37.1 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 Senior Director, Human Resources, the Leave Without Pay shall be granted.

- 37.2 An Employee who, at the commencement of a Leave Without Pay is participating in the Employee Benefit Plans under Article 29, may continue to be covered under these Plans throughout the total period the Employee is on a Leave Without Pay, in which case the Employer and Employee premium contributions shall continue. Failure by the Employee to pay the Employee portion of the premiums as required shall result in cancellation of coverage for the remainder of the leave.

ARTICLE 38

Employee Management Advisory Committee

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

Employer.

- 38.2 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
- 38.3 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

- 39.1 The Employer shall provide, maintain, replace and clean protective clothing where the Employer determines the foregoing is required.
- 39.2 Protective clothing and safety equipment shall be supplied by the Employer as

required by the appropriate Acts and Legislation.

- 39.3 All uniforms, clothing, and equipment supplied by the Employer, shall remain the property of the Employer.

- 39.4 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

- 40.1 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

Classifications and Pay

- 41.1 For placement on an education step, educational qualifications must generally be related to the requirements of the position.

The full range of education steps are:

- C) College Certificate, one year of university or equivalency
- D) College diploma, or
Two (2) years of university, or
Primary Care Paramedic certificate, or equivalency
- E) Applied degree, or
Three (3) year undergraduate degree, or
Licensed Practical Nurse, or
Advanced Care Paramedic diploma, or
Three (3) years of university, or equivalency
- F) Four (4) year undergraduate degree, or
Registered Nurse, or
Journeyman Trade Certificate, or
Advanced Care Paramedic applied degree, 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 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

- 41.2 The Senior Director, Human Resources shall evaluate each Employee's education and place the Employee on the appropriate education step of the applicable pay schedule in Schedule A.
- 41.3 An Employee may appeal the decision of the Senior Director, Human Resources to the President or designate. The President or designate shall consult with the President of the Faculty Association before making a final decision.
- 41.4 A salary increase approved by the Senior Director, Human Resources in recognition of an Employee completing a higher level of educational qualification under Clause 41.1(b) shall be effective:
- a) the date that the qualification was attained, provided an official transcript or other evidence satisfactory to the Senior Director, Human Resources is submitted within three (3) months to Human Resources, except that the three (3) month time limit shall be waived if the granting institution / organization provides to the Senior Director, Human Resources a satisfactory explanation for the delay in providing the transcript, or
 - b) the first day of the pay period in which the satisfactory evidence is submitted to the Senior Director, Human Resources.

ARTICLE 42

Enrolment Management and Professional Development

- 42.1 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 administered by the Faculty Association shall be available to Employees.
- 42.2 On September 1st of each year, the Employer will contribute 0.5% of the total faculty salary, excluding overtime, from the previous academic year to the professional development fund as its contribution under this Article.
- 42.3 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 by January 1st for the previous calendar year.

ARTICLE 43

Isolation Modifier

- 43.1 An Employee who works and lives in an isolated locale, approved by the President, shall receive a salary modifier of two hundred and fifty-five dollars (\$255.00) per month.
- 43.2 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 43.1.

ARTICLE 44

Classification Appeal

- 44.1 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 Senior Director, Human Resources for reclassification. The Senior Director, Human Resources 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 Senior Director, Human Resources in regard to a classification may appeal the decision.
- 44.2 An Employee wishing to appeal a classification decision pursuant to Clause 44.1 shall submit a request in writing to the President within twenty-one (21) days.
- 44.3 The Vice-President, Academic 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, Academic 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.
- 44.4 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.
- 44.5 The persons concerned shall be advised within seven (7) days of the decision of the Appeal Board.
- 44.6 Notwithstanding any of the foregoing, the Appeal Board may not create, delete, or alter classes or class specifications.
- 44.7 The Employer agrees to provide a copy of the current Classification Plan along with any subsequent amendments.

ARTICLE 45

Northern Allowance Pay

- 45.1 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 their basic salary, a Northern Allowance of two hundred and ninety dollars (\$290.00) for each month served.
- 45.2 For partial months of employment an Employee eligible for Northern Allowance pursuant to Clause 45.1 shall receive payment in accordance with the following formula:

Monthly Northern Allowance
21.75

X

Number of Days Worked at
Straight Time Rates

- 45.3 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 they are on leave without pay.

ARTICLE 46

Administrative Stipend

- 46.1 Faculty designated yearly by the Employer, regardless of location or program, shall receive an Administrative Stipend in the form of one day's pay per month for duties assigned in addition to full time instructional responsibilities. These additional duties may include campus coordination, liaison with the Community Education Committee, and case management and/or program administration.
- 46.2 Administrative responsibilities shall not be shared.
- 46.3 The Administrative Stipend shall be prorated for the months of July and August for those qualifying Employees who are designated to work July and August.

ARTICLE 47

Northern Travel Benefit

- 47.1 Employees living and working in areas defined by the Canada Revenue Agency (CRA) as designated areas for Northern Travel Benefit shall have three thousand five hundred dollars (\$3500) 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.

ARTICLE 48

Market Modifier

- 48.1 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 Resources shall monitor market adjustment and provide information to the Faculty Association as to how often the market modifier is used and under what conditions.
- 48.2 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.
- 48.3 If the modifier is to be reduced or removed, the Employer shall give the Association and the Employee three (3) months' notice.

ARTICLE 49

Other Unpaid Leaves

- 49.1 Leave without pay shall be available to Employees under the following conditions for "Domestic Violence Leave" or "Death or Disappearance of Child Leave" as set out in the Employment Standards Code:
- a) the leave must be applied for and approved by the Senior Director, Human Resources prior to the commencement of any leave as far in advance of the proposed commencement of the leave as is reasonably possible;
 - b) in order to qualify for this leave, the Employee must meet the criteria set out in the Employment Standards Code;
 - c) this leave may extend for a period up to the maximum duration under the Employment Standards Code for the respective leave.

ARTICLE 50

Procedure for Collective Bargaining

- 50.1 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.
- 50.2 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.
- 50.3 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.
- 50.4 The mediator shall, in any manner that they see fit, inquire in to the dispute and endeavor to effect a settlement.
- 50.5 If the mediator is unable to effect a settlement, the mediator shall recommend terms for settlement for the parties to accept or reject within a time fixed by the mediator, or notify the parties that the mediator does not intend to make a recommendation. The parties may agree to refer the dispute to binding arbitration. If the parties are not able to mutually agree on an arbitrator to hear the dispute, an arbitrator shall be appointed on a "good offices" basis by the Minister. The decision of the arbitrator shall be subject to Article 50.6.
- 50.6 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 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 51

Printing of Agreements

- 51.1 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.
- 51.2 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 52

Term and Effective Date

- 52.1 This Agreement shall be effective from July 1, 2016 to June 30, 2019 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 _____, 2018

For the College:

Chair, Board of Governors

Witness

President

Witness

Chair, Negotiating Committee

Witness

For the Faculty Association:

President, Faculty Association

Witness

Chair, Negotiating Committee

Witness

GENERAL FACULTY PAY SCHEDULES

Pay Schedule A-1

Instructor and Instructor Senior (Coordinator) - Effective July 1, 2016

Pay Step	Education Step	C	D	E	F	G	H	I	J
		8300	8400	8500	8600	8700	8800	8900	9000
1	Annual	52,764	54,084	55,680	58,680	61,308	64,608	68,088	71,772
	Monthly	4,397	4,507	4,640	4,890	5,109	5,384	5,674	5,981
	Hourly	27.89	28.59	29.43	31.01	32.40	34.15	35.99	37.93
2	Annual	55,428	56,784	58,632	61,860	64,728	68,184	71,880	75,756
	Monthly	4,619	4,732	4,886	5,155	5,394	5,682	5,990	6,313
	Hourly	29.30	30.01	30.99	32.70	34.21	36.04	37.99	40.04
3	Annual	58,224	59,700	61,524	65,148	68,076	71,736	75,648	79,740
	Monthly	4,852	4,975	5,127	5,429	5,673	5,978	6,304	6,645
	Hourly	30.77	31.55	32.52	34.43	35.98	37.92	39.98	42.15
4	Annual	60,960	62,496	64,488	68,376	71,520	75,372	79,464	83,760
	Monthly	5,080	5,208	5,374	5,698	5,960	6,281	6,622	6,980
	Hourly	32.22	33.03	34.08	36.14	37.80	39.84	42.00	44.27
5	Annual	63,696	65,256	67,284	71,520	74,868	78,912	83,196	87,720
	Monthly	5,308	5,438	5,607	5,960	6,239	6,576	6,933	7,310
	Hourly	33.67	34.49	35.56	37.80	39.57	41.71	43.97	46.36
6	Annual	66,396	67,968	70,212	74,796	78,312	82,548	87,000	91,704
	Monthly	5,533	5,664	5,851	6,233	6,526	6,879	7,250	7,642
	Hourly	35.09	35.92	37.11	39.53	41.39	43.63	45.98	48.47
7	Annual	69,060	70,764	73,128	77,952	81,660	86,100	90,756	95,724
	Monthly	5,755	5,897	6,094	6,496	6,805	7,175	7,563	7,977
	Hourly	36.50	37.40	38.65	41.20	43.16	45.51	47.97	50.59
8	Annual	71,784	73,596	76,140	81,204	85,116	89,688	94,596	99,744
	Monthly	5,982	6,133	6,345	6,767	7,093	7,474	7,883	8,312
	Hourly	37.94	38.90	40.24	42.92	44.99	47.40	50.00	52.72
9	Annual	74,436	76,416	79,044	84,456	88,428	93,240	98,292	103,608
	Monthly	6,203	6,368	6,587	7,038	7,369	7,770	8,191	8,634
	Hourly	39.34	40.39	41.78	44.64	46.74	49.28	51.95	54.76
10	Annual	77,124	79,128	81,948	87,540	91,860	96,852	102,096	107,652
	Monthly	6,427	6,594	6,829	7,295	7,655	8,071	8,508	8,971
	Hourly	40.76	41.82	43.31	46.27	48.55	51.19	53.96	56.90
11	Annual	79,392	81,444	84,336	90,120	94,524	99,696	105,096	110,808
	Monthly	6,616	6,787	7,028	7,510	7,877	8,308	8,758	9,234
	Hourly	41.96	43.05	44.58	47.63	49.96	52.69	55.55	58.57

Notes: Instructor Senior (Coordinator): The pay ranges in the above pay schedule apply plus 1.5 days of additional salary per month.

Pay Schedule A-2							
Effective July 1, 2016							
		Educational Counsellor I			Educational Counsellor II		
		Classification 9300			Classification 9400		
Pay Step	Education Step	Formal Step	2nd Step	3rd Step	Formal Step	2nd Step	3rd Step
1	Annual	70,524	71,940	73,344	75,360	76,872	78,372
	Monthly	5,877	5,995	6,112	6,280	6,406	6,531
	Hourly	37.27	38.02	38.77	39.83	40.63	41.42
2	Annual	73,716	75,192	76,668	78,792	80,364	81,948
	Monthly	6,143	6,266	6,389	6,566	6,697	6,829
	Hourly	38.96	39.74	40.52	41.64	42.48	43.31
3	Annual	77,004	78,540	80,088	82,368	84,012	85,668
	Monthly	6,417	6,545	6,674	6,864	7,001	7,139
	Hourly	40.70	41.51	42.33	43.53	44.40	45.28
4	Annual	80,496	82,104	83,712	86,172	87,900	89,616
	Monthly	6,708	6,842	6,976	7,181	7,325	7,468
	Hourly	42.55	43.40	44.25	45.55	46.46	47.37
5	Annual	84,156	85,836	87,528	90,252	92,052	93,864
	Monthly	7,013	7,153	7,294	7,521	7,671	7,822
	Hourly	44.48	45.37	46.26	47.70	48.65	49.61
6	Annual	88,068	89,832	91,596	94,488	96,372	98,268
	Monthly	7,339	7,486	7,633	7,874	8,031	8,189
	Hourly	46.55	47.48	48.41	49.94	50.94	51.94
7	Annual	92,364	94,212	96,060	99,276	101,256	103,248
	Monthly	7,697	7,851	8,005	8,273	8,438	8,604
	Hourly	48.82	49.79	50.77	52.47	53.52	54.57

Pay Schedule A-3				
Educational Assistant - Classification 9100				
Effective July 1, 2016				
Pay Step	Educational Step	Formal Step	2nd Step	3rd Step
1	Annual	43,848	44,724	45,600
	Monthly	3,654	3,727	3,800
	Hourly	23.18	23.64	24.10
2	Annual	45,588	46,500	47,412
	Monthly	3,799	3,875	3,951
	Hourly	24.10	24.58	25.06
3	Annual	47,268	48,216	49,164
	Monthly	3,939	4,018	4,097
	Hourly	24.98	25.48	25.99
4	Annual	49,164	50,148	51,132
	Monthly	4,097	4,179	4,261
	Hourly	25.99	26.51	27.03
5	Annual	51,132	52,152	53,172
	Monthly	4,261	4,346	4,431
	Hourly	27.03	27.56	28.10
6	Annual	53,172	54,240	55,296
	Monthly	4,431	4,520	4,608
	Hourly	28.10	28.67	29.23
7	Annual	55,404	56,508	57,624
	Monthly	4,617	4,709	4,802
	Hourly	29.28	29.87	30.46
8	Annual	57,576	58,728	59,880
	Monthly	4,798	4,894	4,990
	Hourly	30.43	31.04	31.65
9	Annual	59,820	61,020	62,208
	Monthly	4,985	5,085	5,184
	Hourly	31.62	32.25	32.88
10	Annual	62,148	63,396	64,632
	Monthly	5,179	5,283	5,386
	Hourly	32.85	33.51	34.16
11	Annual	63,972	65,256	66,528
	Monthly	5,331	5,438	5,544
	Hourly	33.81	34.49	35.16

