



Collective Agreement

- between -

**The Board of Governors of
NorQuest College**

- and -

**NorQuest College
Faculty Association**

Expiring June 30, 2012

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Collective Agreement

BETWEEN:

**The Board of Governors of
NorQuest College**
(hereinafter referred to as the “College”)

of the first part

AND

NorQuest College Faculty Association
(hereinafter referred to as the “Association”)

of the second part

Article 1 - Purpose

1.01 The Parties support the mission of the College to enable Albertans to be more effective members of society through the development of appropriate attitudes, knowledge and skills. Accessible and responsive programs with personalized and supportive services provide the College’s foundation for success in this mission.

The purpose of this Agreement is to provide a framework of employment conditions supporting the attainment of these goals in the context of a cooperative work environment and through effective use of resources provided to meet student needs.

Article 2 - Terms of Employment

2.01 The College 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 - Definitions

3.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "College" means the NorQuest College or any person acting on behalf of the College, as the context of this Agreement may require.
- (c) "Consultation" means the process of clearly communicating a tentative idea, allowing reasonable time for a response and considering the response before a final decision is made.
- (d) "Continuous service" means:
 - (i) For Permanent or Term Employees employed on September 1, 1997, their continuous service recognized by the Crown in the Right of Alberta will be recognized by the College.
 - (ii) For employment of Permanent and Term Employees subsequent to September 1, 1997, continuous service shall accrue based on employment with the College. If a terminated Permanent or Term Employee is re-employed within a period of less than six (6) months of the Employee's termination date, his/her service shall be deemed to be continuous service.
- (e) "Employee" means a person employed by the College who is in the bargaining unit covered by this Agreement and who is employed in one of the following categories:

- (i) "Permanent Employees" means employees who have completed the probationary period and who are employed in permanent positions.
- (ii) "Term Employees" means employees who are employed in term positions. A Term Employee's employment terminates at the conclusion of the Employee's current term position assignment.
- (iii) "Casual Employees" means employees employed to meet short term staffing needs, and/or less than half-time employment, and/or where the number of days, weeks, or months required is irregular.
- (iv) "Probationary Employee" means an employee employed in a permanent or term position, who during his/her initial period of employment is serving a probationary period.
- (f) "Faculty Association" means the NorQuest College Faculty Association.
- (g) "Faculty Association Representative" means the President of the Faculty Association, or an Officer or Staff Member of the Faculty Association designated by the President in writing pursuant to the Faculty Association's Constitution to perform a specific function pertaining to this Collective Agreement.
- (h) "Permanent position" means a position designated by the College as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule for a Permanent Employee which is at least one-half (½) the hours of a comparable Full-time permanent position.
- (i) "Term position" means a position designated by the College as a project or replacement position or term-certain for other specified reasons, having a set expiry date. A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule for a Term Employee which is at least one-half (½) the hours of a comparable Full-time term position.

Article 4 - Association Recognition

- 4.01 The College recognizes the Association as the exclusive bargaining agent for all academic staff members as designated by the College's Board of Governors.
- 4.02 The Agreement does not apply to the following:
- (a) Persons employed in any of the following, except when this forms part of the assigned professional responsibilities of an Employee within the scope of this Agreement:
 - (i) Extension courses such as evening and summer courses.
 - (ii) Out-of-country assignments.
 - (iii) Programs externally funded through contracts for less than five (5) months.
 - (iv) Non-teaching assignments.
 - (b) Students on work experience programs or practicums.
 - (c) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial and/or Federal Government(s) such as STEP.
- 4.03 The Parties agree that there shall be no discrimination or coercion exercised or practised with respect to any Employee for reason of membership or legitimate activity in the Association.
- 4.04
- (a) The College will provide specific bulletin board space for use of the Association at locations on the College's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the College and the Association. Bulletin board space shall be used for the posting of Association information directed to its members. The text of such information shall be submitted to the College for approval prior to posting and a decision shall be provided within twenty-four (24) hours
 - (b) Upon prior approval of the text, the College will provide access to its electronic communication (e-mail and/or intranet) systems for the use by the Association to disseminate information to its members. The text of such information shall be submitted to the College for approval

prior to its communication and a decision shall normally be provided within twenty-four (24) hours of the time of submission.

Article 5 - Management Recognition

5.01 The Faculty Association recognizes that all functions, rights, powers and authority which the College has not specifically abridged, delegated or modified by this Agreement are retained by the College.

Article 6 - Legislation And The Collective Agreement

6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in College regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

Article 7 - Association Membership And Dues Check-off

7.01 All Employees covered by this Agreement shall become members of the Association as a condition of employment. An Employee who has a religious objection to becoming a member of the Association shall be permitted to opt out of membership by providing the Association with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Association dues.

7.02 All Employees covered by this Agreement shall be required to pay Association dues as a condition of employment. The College shall, therefore, deduct Association dues from the pay of all Employees covered by this Agreement. The Association shall advise the College, 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 College at least thirty (30) days prior to the effective date of the change.

- 7.03 The College shall remit Association dues deducted from the pay of all Employees to the Association 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 by name, starting date, classification, last known address and amount of Association dues deducted. Further, the College shall provide to the Association, on a monthly basis, a list containing the name and last known address of current recipients of long term disability insurance.
- 7.04 The Association agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this Article.

Article 8 - College-Association Relations

- 8.01 The College recognizes the Association President and Officers designated in writing by the Association as official representatives of the Association.
- 8.02 The College shall provide the Association with suitable office space.
- 8.03 The College and the Association will cooperate in preparing and printing this Agreement. The cost of production shall be shared equally.
- 8.04 Authorized external representatives of the Association shall be permitted to transact official business of the Association with members, or official representative of the College, on College property, provided such business shall not interfere with or interrupt normal College operations.
- 8.05 No Employee shall make a written or oral agreement with the College which conflicts with the terms of this Agreement.

Article 9 - Policy Consultation

- 9.01 The College will provide the Association with copies of the College's policies on job postings and selection, secondment, harassment, faculty evaluation, and intellectual property. The College will consult with the Association before changing any of these policies.

Article 10 - Time Off for Association Business

10.01 The College shall provide release time to be taken by the Association President of up to the equivalent of one-half a full-time position. The Association will reimburse the College for costs of the Employee(s) assigned to replace the Association President during the release (i.e. salary and the College's costs of benefits). If additional release time for the President is requested by the Association and approved by the College, the same cost reimbursement conditions shall apply.

10.02 Employees will be provided with time off for Association business such as participation on the Association Executive or participation on the Association's Negotiating Committee with the approval of the College provided arrangements for cover off for the Employee's responsibilities can be made if required. The Association will reimburse the College for costs incurred for this release time (i.e. salary and the College's costs of benefits for the released Employee).

Article 11 - Faculty Development Opportunities

11.01 The College and Faculty Association recognize the ongoing professional responsibility of individual members to keep themselves current in their various specializations and disciplines. A joint Management/Faculty Development Committee shall consider relevant development issues and make recommendations for Faculty Development Policies.

Within each Division, there shall be a consultative process to determine the utilization of faculty development resources.

Article 12 - Classifications and Pay

12.01 Classifications and pay conditions applying to Employees are contained in Appendix "A" of this Agreement.

12.02 Contingent on the College identifying to the Association the market need related to an Employee or to a group of Employees, the College retains the right to implement, amend, and discontinue a market supplement to be paid as an addition to an Employee's salary as set out in this Agreement. When the amount of a market supplement paid to an Employee is to be reduced or discontinued, the College shall provide the affected Employee with at least three (3) months written notice of the change.

12.03 Shift Differential and Weekend Premium

- (a) A shift differential shall be paid to an Employee teaching a clinical practicum course, in the amount of one dollar and eighty cents (\$1.80) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours and zero seven hundred (07:00) hours.
- (b) A weekend premium shall be paid to an Employee teaching a clinical practicum course, in the amount of one dollar and eighty cents (\$1.80) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours on a Friday and zero seven hundred (07:00) hours on a Monday.

12.04 On-Call Duty/ Call Back

- (a) The words “on-call” shall be deemed to mean any period in which an Employee who is on a clinical placement team is not normally at work and has been given an on-call assignment.
 - (i) An Employee on-call must be reasonably available to respond, without undue delay, to 1) a phone call and/or 2) a request for in person assistance.
 - (ii) The on-call duty roster will be determined by the program area supervisor.
 - (iii) An Employee will not be given an on-call assignment for more than fourteen (14) consecutive days.
 - (iv) When an Employee is required to be on-call, the Employee will be provided with a cell phone and/or a paging device. The equipment shall remain the property of the College.
- (b) The College shall pay three dollars and ten cents (\$3.10) per hour for on-call hours between the hours of sixteen thirty (16:30) hours and zero seven hundred (07:00) hours Monday to Friday to an Employee who is given an on-call assignment.
- (c) The College shall pay four dollars and thirty cents (\$4.30) per hour for the forty-eight (48) hour period starting from zero seven hundred (07:00) hours on Saturday to zero seven hundred (07:00) hours on Monday to an Employee who is given a weekend on-call assignment.

- (d) The College shall pay four dollars and thirty cents (\$4.30) per hour for the twenty-four (24) hour period starting from zero seven hundred (07:00) hours on a statutory holiday to zero seven hundred (07:00) hours on the day following the statutory holiday to an Employee who is given a statutory holiday on-call assignment.
- (e) When an Employee who has been given an on-call assignment is consulted by telephone and is authorized to handle the concern without returning to the workplace or clinical placement site, the Employee shall receive time-in-lieu, on an hour for hour basis, for the total accumulated time spent on telephone consultation and corresponding required documentation, during the on-call period.
- (f) When an Employee who has been given an on-call assignment is required to return to the workplace or clinical placement site, the Employee shall receive time-in-lieu, on an hour for hour basis, for the total accumulated time spent, including travel time.
- (g) When an Employee who has been given an on-call assignment is required to return to the workplace or clinical placement site, the Employee may claim reasonable travel and other expenses according to College standard practices.

Article 13 - New Classifications

13.01 If a new classification is created during the term of this Agreement, the College shall give written notice to the Association and in consultation with the Association, determine the compensation for the new position. If the Association does not agree to the level of compensation, the Association may within fourteen (14) days of receipt of notice, submit that issue to arbitration as an Association grievance as outlined in the Grievance Procedure.

Article 14 - Professional Responsibilities

14.01 (a) Instructors

An Instructor's responsibilities shall be assigned by the College based on:

- (i) Nature and variety of courses, including necessary preparation.
- (ii) Delivery method.
- (iii) Class sizes.
- (iv) Availability of assistance.
- (v) Other responsibilities such as course development, administrative assignments, or special projects.
- (vi) Any other factors deemed relevant by the College.

An Instructor will be given alternate administrative responsibilities when assigned as a Coordinator.

(b) Other Academic Staff

The regular hours of work shall be based on an average thirty-six and one-quarter (36 1/4) hours per week. Other Academic Staff will be given alternate administrative responsibilities when assigned as a Coordinator.

(c) Part-time Positions

Permanent or Term Employees in part-time positions shall be employed based on setting a full-time equivalency for their positions in relation to the requirements of comparable full-time positions. For example, if the Employee's position involved sixty percent (60%) of the requirements of a comparable full-time position, it would be considered a 0.6 FTE for purposes of calculating salary, vacation paid, holiday pay and other applicable entitlements under this Agreement.

14.02 Instructors are responsible for instruction, teaching preparation, program and course development, student assistance including remediation and consultation, special projects, College committees and other related activities which are assumed as professional responsibilities by the Employee or which are specifically assigned by the College. Instructors will manage their schedule in accordance with their responsibilities and in consultation with their supervisor.

- 14.03 A Coordinator is an Employee who has been assigned alternate administrative responsibilities. An Employee will be paid a stipend between \$177.00 and \$354.00 per month, when assigned Coordinator responsibilities. The amount of the stipend will be determined based on the nature and scope of the alternate administrative responsibilities.
- 14.04 The parties recognize the College's responsibility to determine instructional assignments. Assignments will be made through consultation between the Coordinator and Employees as a group within that program or service area. The assignment is subject to the approval of the Director/Dean.
- 14.05 Maximum instructional assignment levels within a program area that applied on July 1, 2000 will not be exceeded during the life of this Agreement.

Article 15 - Correctional Institution Allowance

- 15.01 An Employee whose assignment requires daily contact with inmates or young offenders in a Correctional Institution operated by the Department of Justice shall receive an Allowance of \$5.90 for each day worked within the Correctional Institution.

Article 16 - Paid Holidays

- 16.01 Permanent and Term Employees are entitled to one day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater
Civic Holiday (1 Day)	

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

- 16.02 In lieu of Paid Holidays, Casual Employees shall receive, in addition to their regular wage earnings, pay at 5.2% of their regular wage earnings paid each pay period, and for working on a paid holiday, pay at time and one-half the Employee's regular hourly rate.

Article 17 - Christmas Leave and Spring Break

- 17.01 Employees who occupy permanent or term positions shall be granted the work days between Boxing Day and New Years Day as Christmas Leave. Christmas Leave shall be considered to include recognition of the Christmas float holiday for these Employees. If an Employee covered by this provision is required to work on those days, s/he shall be paid, in addition to his/her regular pay, pay at straight time rates for all hours so worked.
- 17.02 Employees who occupy permanent or term positions shall be entitled to three (3) paid days off per year as designated by the College. These days shall normally be taken in conjunction with Christmas Leave except where operational requirements do not permit, in which event the three (3) days shall be taken at a time mutually agreed between the College and the Employee.
- 17.03 Employees who occupy permanent or term positions shall receive a Spring Break of five (5) consecutive days leave with pay each calendar year. These days shall normally be taken during the period between March 1 and April 30 of the same year scheduled at a time determined by the College. Where operational requirements for specific programs do not permit a Spring Break between March 1 and April 30, the Break for Employees in these programs shall be taken during another period designated by the College. These five (5) days of leave shall be made up of one (1) day of the Employee's vacation or paid holiday entitlement for that year, with the balance of four (4) days as the Spring Break entitlement. The scheduling of this leave shall be determined by the College.

Article 18 - Annual Vacation Leave

- 18.01 Vacation entitlements with pay for Permanent and Term Employees shall be as follows:
- (a) Effective January 1, 2010 annual vacation leave credit shall be earned at the rate of 3.4 days per month throughout the benefit year (January 1 to December 31).
 - (b) Employees working part-time will earn vacation leave pro-rated in accordance with the percentage of time worked in relation to a full-time position.
 - (c) When employment commences on or before the 15th of the month or terminates on or after the 16th of the month, full vacation credit will be granted for the month.

- (d) Notwithstanding the previous clauses, vacation credit will not accrue during vacation periods where a Permanent or Term Employee terminates employment without returning to work following the period of vacation leave.

18.02 Vacation Modifier

- (a) A Permanent or Term Employee designated by the College as not being entitled to vacation pursuant to Clause 18.01 shall, by mutual agreement, have vacation entitlement according to the following options as determined by the College based on requirements of the position:
 - (i) twenty (20) work days' vacation and an amount of ten percent (10%) of his/her normal annual salary, or;
 - (ii) twenty-five (25) work days' vacation and an amount of eight percent (8%) of his/her normal annual salary, or;
 - (iii) thirty (30) work days' vacation and an amount of six percent (6%) of his/her normal annual salary, or;
 - (iv) thirty-five (35) work days' vacation and an amount of four percent (4%) of his/her normal annual salary.
- (b) Effective January 1, 2010, a Permanent or Term Employee who has completed less than twelve (12) full months' service as of December 31, shall receive one and two-thirds (1 2/3) work days' vacation for each calendar month worked from the commencement of his/her employment, provided that when employment has commenced on or before the fifteenth (15th) day of any month, s/he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, s/he shall earn vacation entitlements from the first day of the following month.

18.03 Vacation leave shall be earned:

- (a) during the first forty-four (44) consecutive work days of authorized sick leave or Worker's Compensation Supplement; but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- (b) during an authorized leave with pay, or
- (c) during the first twenty two (22) consecutive work days taken as

authorized leave without pay.

- 18.04 All calculations which result in a fraction of a work day shall be rounded to the nearest half or full day, whichever applies, except when vacation pay is paid out upon termination.
- 18.05 If a Permanent or Term Employee has a change in position during the benefit year resulting in vacation to be accrued in part under Article 18.01 and in part under Article 18.02, the Employee shall be entitled to a proportionate vacation entitlement based on period worked in each position during the year.
- 18.06 If one or more paid holidays falls during a Permanent or Term Employee's annual vacation period, the paid holiday will be counted as a paid holiday and not as a vacation day.
- 18.07 (a) Except as is otherwise provided herein, vacation leave in respect of each year of continuous service shall be taken:
- (i) within twelve (12) months after the end of the benefit year; and
 - (ii) at times approved by the College.
- (b) Employee requests to delay scheduling of vacations to a period other than the twelve (12) month period referred to above shall be considered at the discretion of the College based on the reasons for the request and operational requirements.
- 18.08 Where a Permanent or Term Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 18.09 Once vacations are authorized they shall not be changed except by mutual agreement, other than in cases of emergency or termination of employment prior to scheduled vacation.
- 18.10 Unused vacation may be scheduled by the College as all or part of the notice period prior to termination.
- 18.11 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself/herself from employment and the provisions of Clause 34.03 shall

apply.

- 18.12 A Permanent or Term Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case s/he shall receive vacation pay for such vacation earned but not taken.
- 18.13 Subject to the operational requirements, the College shall make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of his/her annual vacation entitlement during the summer months.
- 18.14 Where a Permanent or Term Employee's annual vacation entitlement is insufficient to bridge service from one regular work assignment to the next, the College may schedule an unpaid leave of absence to maintain the Employee's continuous service.
- 18.15 In lieu of Annual Vacation Leave and vacation pay, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period.

Article 19 - Casual Illness

- 19.01 "Casual Illness" means an illness which causes a Permanent or Term Employee to be absent from duty for a period of three (3) consecutive work days or less.
- 19.02 If a Permanent or Term Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided s/he has been given prior authorization by the College and s/he works one (1) hour in a half day that the Employee is absent for those purposes, such absence shall neither be charged against the Employee's casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which s/he became ill or attended the appointment.
- 19.03 Effective January 1, 2010 each year, a Permanent or Term Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay non-cumulative. When a Permanent or Term Employee is first employed, s/he shall be eligible for a prorated entitlement based on the number of calendar months to January 1. Each day or portion of a day of casual illness used within a year shall be deducted from the remaining casual leave entitlement for that annual period.

Article 20 - General Illness

- 20.01 (a) "General Illness" means an illness which causes a Permanent or Term 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 College approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.
- (b) Effective January 1, 2010 "Benefit Year" means the period from January 1 to December 31. A Permanent or Term Employee's first benefit year commences on employment. The Employee's second benefit year commences on January 1 following his/her date of employment.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 19.

- 20.02 Effective January 1, 2010 provided the Permanent or Term Employee is not then absent from work due to illness, pursuant to Clause 20.01, the Employee on January 1 of each year of employment shall be entitled to General Illness Leave at the specified rates of pay and in accordance with the following schedule:

Illness commencing in benefit year	Work days of general illness leave at 100% of normal salary	Work days of general illness leave at 70% of normal salary
Second benefit year	15	65
Third benefit year	25	55
Fourth benefit year	35	45
Fifth benefit year	45	35
Sixth and subsequent benefit years	60	20

- * For illness commencing in the first month of employment, no salary will be paid for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.

- 20.03 (a) Subject to Sub-Clause 20.03(b), a Permanent or Term Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
- (i) illness leave entitlements reinstated pursuant to Clause 20.02 when the Employee returns to work in the next benefit year; or,
 - (ii) any illness leave 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 benefit year.
- (b) Such reinstatement shall only occur where a Permanent or Term 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.
- 20.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 25 - Benefit Plans.
- 20.05 When a day designated as a Paid Holiday under Article 16 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

Article 21 - Proof Of Illness

- 21.01 To obtain Casual illness leave benefits, the College may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The College may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, s/he shall be advised prior to his/her return to work.
- 21.02 To obtain General illness leave benefits, the Permanent or Term Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 21.03 A Permanent or Term Employee is not eligible to receive Casual Illness or General Illness benefits if:
- (a) the absence is due to an injury from concurrent employment elsewhere; or,

- (b) the absence is due to an intentional self-inflicted injury.

Article 22 - Personal or Emergency Leave

22.01 If emergency or uncontrollable personal circumstances prevent a Permanent or Term Employee from reporting to work, leave without loss of pay or benefits shall be granted subject to the following:

- (a) Leave shall be limited to the time required to attend to the circumstances.
- (b) The Employee shall notify the College as far in advance as possible providing the reason for the absence and expected duration.
- (c) Any absence under this section shall not be extended beyond three (3) consecutive work days without the Director/Dean's prior approval.
- (d) Leave under this Article shall be limited to ten (10) working days per benefit year.

22.02 Normal absence reporting procedures apply.

Article 23 - Attendance

23.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his/her absence to the College as early in the work day as possible.

23.02 The College may require an Employee with a record of above average absences to provide medical evidence on their health status and ability to perform their duties with satisfactory future attendance as part of the process of determining an appropriate course of action in such cases.

Article 24 - Probation

24.01 A person appointed to a permanent or term position with the College shall serve a probationary period. The period of probation shall start on the date of commencement of employment in the permanent or term position and shall be twenty-four (24) months. The period of probation may be extended for a period of up to twelve (12) months by mutual agreement between the College and the Association.

Article 25 - Benefit Plans

- 25.01 Permanent and Term Employees shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policy and plan conditions. Part-time Employees must have a normal work schedule of at least fifty percent (50%) of an equivalent full-time position to be eligible to participate. Casual Employees are not eligible to participate.
- 25.02 All benefit plan conditions specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policy holder and other conditions of the plan. The College shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Association shall be provided with a copy of these conditions upon request.
- 25.03 The benefits as referred to in the College Benefit Plans shall be Alberta Health Care, Extended Health Care, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long-term Disability. Further the College agrees to maintain the existing overall cost-sharing proportion.

Article 26 - Workers' Compensation

- 26.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his/her duties with the College, the Employee shall report the injury to his/her supervisor at the place of work. For claims accepted by WCB, a Permanent or Term Employee shall be paid his/her regular full salary during the period s/he is required to remain off work up to eighty (80) consecutive days.
- 26.02 If a Permanent or Term Employee has not returned to work due to injury before the eighty (80) day period has expired, s/he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 26.03 The eligibility period specified in Clause 26.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent or Term Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- 26.04 When a day designated as a paid holiday under Article 16 falls within a period of time a Permanent or Term 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.
- 26.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 26.01.
- 26.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a Permanent or Term Employee from loss of income while s/he is unable to work because of injury.
- 26.07 A Permanent or Term Employee who receives WCB benefits and who at the commencement of absence from work pursuant to Clause 26.02 is participating in the Employee Benefit Plans shall continue to be covered under these plans throughout the period the Employee is receiving WCB temporary disability benefits. Premium contributions shall continue to be paid by the College and the Employee according to Article 25 - Benefit Plans.

Article 27 - Leaves of Absence

- 27.01 A Permanent or Term Employee may request a leave of absence without pay recognizing the Employee's first responsibility is the performance of his/her job responsibilities unless unusual or unforeseen circumstances give rise to a request for a leave of absence. To be considered, the request must normally be submitted to the Employee's Director/Dean at least two (2) weeks in advance of the anticipated date of commencement of the leave. At the sole discretion of the College and where operational requirements permit, the leave without pay may be granted.
- 27.02 Requests for leave without pay on religious holidays will be approved whenever possible, provided adequate notice of the request is given.
- 27.03 A Permanent or Term Employee who, at the commencement of a Leave Without Pay, is participating in the Benefit Plans according to Article 25 shall continue to be covered according to the plan and insurance policy conditions throughout the period of Leave without pay. Premium contributions shall continue to be paid by the College and the Employee for a

leave of absence of up to three (3) months. Following this period, the Employee shall be responsible for the full payment of all premiums.

Article 28 - Maternity/Adoption/Parental Leave

28.01 In this Article "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.

28.02 A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to fifteen (15) weeks maternity leave without pay and parental leave according to Article 28.03.

28.03 A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave and who has or will have the care or custody of the newborn child shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks. The Employee shall furnish proof of the birth of the child.

28.04 A Permanent or Term Employee who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted up to thirty-seven (37) weeks adoption leave without pay. The Employee shall furnish proof of adoption.

28.05 An Employee whenever possible will give the Employer at least six (6) weeks written notice of their intended start date for the maternity, adoption or parental leave.

28.06 A Permanent or Term Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the College, may shorten this six (6) week period by providing the College with a medical certificate indicating the resumption of her full duties will not endanger her health.

28.07 A Permanent or Term Employee granted leave without pay pursuant to this Article shall, upon return to work, be returned to the Employee's former position or be placed in another comparable position with the College at not less than the same salary that had accrued prior to commencing leave, and at the same level of benefits that is applicable to Employees in the same classification. Employees will be required to give the College at least four (4) weeks notice in writing of their intention to return to work.

28.08 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to

carry out her full normal duties, she may commence her maternity leave at an earlier date.

- 28.09 Notwithstanding any other provisions in this Article, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 28.10 A pregnant Employee who presents medical evidence from her physician which satisfies the College that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.
- 28.11 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies the College she is unable to do her job. An Employee must apply and when approved, submit to the College, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. An Employee who is eligible for the S.E.B. plan shall not be eligible for Casual Illness, General Illness, or Long-term Disability benefits.
- 28.12 A Permanent or Term Employee who at the commencement of maternity leave, parental leave, or adoption leave is participating in the Benefit Plans according to Article 25 shall continue to be covered according plan and policy conditions throughout the leave period. Premium contributions shall continue to be paid by the Employer and the Employee for the first nine (9) months of the leave period. After nine (9) months, the Employee shall pay the full amount of the premiums for any subsequent period of the leave.
- 28.13 If both parents of a child are Employees of the College, the parents shall be able to decide which parent takes parental or adoption leave – it may be taken entirely by one parent or shared between them (one parent at a time), but the combined leave may not exceed thirty-seven (37) weeks for the parental or adoption leave.

Article 29 - Court Leave

29.01 When a Permanent or Term Employee is summoned or subpoenaed as a witness (except in legal proceedings initiated by the Employee) or is required to serve as a juror under the Jury Act, s/he shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the College.

Article 30 - Disciplinary Action

30.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. An Employee shall be notified in advance of the time and place that a written discipline notice will be presented and of his/her right to be accompanied by an Association Representative if desired by the Employee. 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 College to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

30.02 The Employee will be provided with a copy of written notices pertaining to his/her conduct or performance which are placed on his/her personal file.

30.03 An Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

30.04 An Employee who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his/her personal file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) months period; and
- (b) the disciplinary action is not the subject of an unresolved grievance.

Article 31 - Safety and Health

31.01 The College and the Association agree to cooperate on workplace health and safety issues including participation on a Joint Health and Safety Committee. The parties acknowledge active support of everyone is required to maintain appropriate health and safety standards.

31.02 An Employee shall immediately notify the College when s/he has an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his/her work site shall immediately notify the College.

Article 32 - Staff Reductions

32.01 It is the College's goal to manage changes in its operations in a manner which recognizes the need to assist Permanent Employees when such changes affect their employment or security. The following staff reduction process applies to Permanent Employees.

32.02 When there is a need to reduce the number of Permanent Employees and it has not been achieved through attrition and redeployment including reductions in Term or Casual employment, the College shall give weight to the length of continuous service, qualifications, experience, and abilities as related to programming needs in determining the Permanent Employees within a program or service unit who shall be terminated. The greater the difference in length of continuous service between employees affected, the greater the weight that will be given to length of continuous service of the respective employees.

32.03 The College shall give a Permanent Employee at least ninety (90) calendar days prior written notice or pay in lieu of a staff reduction resulting from the elimination of the Employee's position. The College will provide a copy of the written notice to the Association.

32.04 A Permanent Employee may volunteer for staff reduction and, with the concurrence of the College, may enter into an agreement with the College in accordance with the terms of this Article. A Permanent Employee who voluntarily enters a staff reduction agreement with the College will be deemed to have resigned their position effective the date the Employee's services are no longer required.

32.05 The Employee may resign in writing and, with the agreement of the College, receive pay at his/her regular rate in lieu of the notice specified in Clause 32.03 in which event the Employee will not be eligible for the Separation Allowance.

32.06 When a staff reduction results in the elimination of a Permanent Employee's position, s/he shall endeavour to obtain an alternate position through consultation with the College and by applying for available vacancies.

32.07 During the period of notice of staff reduction, the College will allow the Permanent Employee a reasonable amount of time off with pay to attend interviews with external employers.

32.08 Separation Allowance

A Separation Allowance will be provided for Permanent Employees with more than two (2) years of continuous service with the College. The Separation Allowance will apply to Permanent Employees who have not secured ongoing employment with the College. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate positions at no loss in salary or benefits.

Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule.

Full Years of Continuous Employment	Separation Allowance – Weeks of Pay at Regular Rate of Pay
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	31
11	35
12	39
13 plus	43

Upon payment of the Separation Allowance, an Employee's employment shall be terminated and the Employee shall have no further rights under this Agreement.

Article 33 - Travel and Subsistence

33.01 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the College's Travel, Expense Claims and Accountable Advances Policy. The Association will be informed of changes in the College's Travel, Expense Claims and Accountable Advances Policy.

Article 34 - General

34.01 The College will make reasonable arrangements to have an Employee's personal file made available under College supervision. The Employee may request a representative of the Faculty Association to be present at the time of the examination.

34.02 The personal file referred to in this Article is the personal file of an Employee maintained by the College. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee's eligibility for Long Term Disability Insurance shall be contained in this file.

34.03 An Employee who absents himself/herself from his/her employment and who has not obtained the approval of a senior official of the College shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him/her from reporting to work.

34.04 The College shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties.

34.05 Employees are required to provide the College with a minimum of six (6) weeks prior written notice of resignation if s/he wishes to resign in good standing.

34.06 Where the College determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, cleaned and replaced upon approval by the College.

34.07 The College shall make available to all Employees the books, texts, and instructional materials deemed by the College to be necessary to the performance of their duties.

Article 35 - Grievance Procedure

35.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) A Policy Grievance is a difference which seeks to enforce an obligation of the College to the Faculty Association, or the Faculty Association or its members to the College. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee or group of Employees.
- (c) A grievance concerning the suspension, dismissal or termination of employment of a Probationary Employee, or a grievance concerning discipline of a Probationary Employee may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (d) A grievance concerning the suspension, dismissal, termination of employment, or non-renewal of a Term Employee's employment may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3 and decision at Level 2 shall be final and binding.
- (e) A grievance concerning the dismissal, termination of employment, or discipline of a Casual Employee may only be processed to Level 1 of the Grievance Procedure and decision at Level 1 shall be final and binding.
- (f) "Days" means calendar days in this Article.

35.02 Meetings During Grievance Procedure

A Faculty Association Representative shall not discuss a grievance, or leave his/her place of work to investigate a grievance, during working hours without first obtaining permission from his/her supervisor to do so.

35.03 Grievance Process

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. In the event this process does not resolve the issue, the following grievance procedure shall apply.

Level 1

If an Employee or a group of Employees has a grievance, the Employee or group of Employees shall submit to the Human Resources Division a written statement of the grievance within twenty-one (21) days of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Faculty Association, and shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

The Director/Dean and representative of the Human Resources Division shall meet with the Grievor(s) and the Faculty Association Representative within fourteen (14) days of receipt of the grievance and shall render their decision in writing within fourteen (14) days of this meeting.

Mediation option prior to Level 2

During the fourteen (14) day period provided in Level 2 to refer a grievance to Level 2, the College and the Association may through mutual agreement in writing refer the grievance to mediation according to the following procedure. If no settlement is reached at mediation, the fourteen (14) days to refer a grievance to Level 2 will commence from the date mediation is concluded.

- (a) The two parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they jointly shall request the Alberta Arbitration and Mediation Society to appoint a mediator to assist them to resolve the dispute.
- (b) Upon the appointment of a mediator, the Alberta Arbitration and Mediation Society shall notify the College and the Association accordingly.

- (c) The mediator shall, in such manner as s/he sees fit and without delay, inquire into the dispute and endeavor to resolve it by;
 - (i) hearing representations from the parties,
 - (ii) mediation between the parties,
 - (iii) encouraging the parties to resolve the grievance.
- (d) The mediator may make recommendations if s/he considers this would assist the parties to resolve the grievance.
- (e) The mediation process shall conclude with one of the following options:
 - (i) Settlement of the grievance according to terms agreed by the parties during the mediation process.
 - (ii) A determination by the mediator a settlement cannot be reached and that issuing a recommendation would not be appropriate.
 - (iii) Recommended terms of settlement issued by the mediator. If both parties accept the mediator's recommendation, the recommended conditions shall constitute settlement of the grievance.
- (f) All discussions during the mediation process and any recommendations of the mediator shall be privileged and shall not in any manner be admissible at arbitration.
- (g) The two parties shall share the cost of mediation.

Level 2

With the approval of the Faculty Association in writing, an Employee not satisfied with the reply at Level 1 or through the mediation option shall, within fourteen (14) days of receipt of that reply submit his/her grievance in writing to the President through the Human Resources Division.

The President or designate and representative of the Human Resources Division shall meet with the Grievor(s) and the Faculty Association Representative within fourteen (14) days of receipt of the grievance and shall render their decision in writing within fourteen (14) days of this meeting.

Level 3 - Arbitration

- (a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Faculty Association (in the case of an Employee grievance), the Faculty Association (in the case of a Faculty Association grievance) and the College (in the case of a College grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the College shall be given to the President of the College.
- (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 Faculty Association, one (1) to be appointed by the College and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2) or to a single arbitrator.
- (c)
 - (i) The above notice 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, as the case may be;
 - (ii) Upon receipt of the notice referred to in Sub-Clause (b) 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 will be dealt with by an Arbitration Board. If it is not agreed that a single 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 Sub-clause (b)(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 fourteen (14) days, its nominee will be appointed by the Director of Mediation Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator.
- (d) 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 chairperson, or single arbitrator.

- (e) The College shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his/her grievance.
- (f) The College shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

35.04 Variance From Grievance Procedure

- (a) The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the College and the Faculty Association.
- (b) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at the Mediation option prior to Level 2 or, if this option is not invoked, at Level 2, unless otherwise agreed between the Parties.

35.05 Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

The policy grievance shall contain:

- (1) a summary of circumstances giving rise to the grievance.
- (2) the provision(s) of the Agreement considered violated.
- (3) the particulars of the remedy sought.

Within fourteen (14) days of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) days.

35.06 Power of Boards of Arbitration

- (a) Arbitration Boards or single arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.

- (b) Arbitration Boards or single 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 or single 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 or single arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and his/her decision is the decision of the Arbitration Board.

35.07 Arbitration Decisions

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

35.08 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 College and the Faculty 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) by hand-delivery; or
- (ii) by a receipted courier service; or
- (iii) by registered mail; or

- (iv) confidential fax machine with a follow-up call to confirm receipt.

Article 36 - Term and Negotiations

- 36.01 This Agreement shall be effective from July 1, 2009 until June 30, 2012, and shall remain in effect thereafter until a replacement Agreement is established.
- 36.02 A party wishing to revise or renew this Agreement shall give written notice of intention to the other party not later than the ninety (90) days and not earlier than one hundred and twenty (120) days prior to the expiry date of this Agreement. If neither party serves notices during this period, the Agreement shall continue for an additional period of one (1) year from the expiry date.
- 36.03 Negotiating committees for the parties shall meet and exchange proposals within thirty (30) days of receipt of notice to bargain.
- 36.04 If conditions for renewal of this Agreement have not been concluded thirty (30) days prior to the expiry date of this Agreement, either party may apply to the Director of Mediation Services for the appointment of a mediator. This shall not preclude either party from applying for the appointment of a mediator at a later date.
- 36.05 The Negotiating Committees shall meet with the mediator as soon as possible in an attempt to resolve any outstanding differences. The mediator shall inquire into the dispute and endeavour to effect a settlement in any manner that the mediator thinks fit. If a settlement is not concluded, the mediator may:
 - (a) decide that no recommendations will be rendered and so advise the parties in writing, or
 - (b) issue a report recommending terms of settlement to the parties.
- 36.06 Upon receipt of notice from the mediator, the parties shall:
 - (a) accept or reject the mediator's recommended terms of settlement if the mediator issues recommendations. If both parties accept the mediator's report, they shall promptly conclude negotiations and execute an Agreement pursuant to these terms.
 - (b) if the mediator does not issue a report recommending terms of settlement, or if one or both parties reject the mediators recommended terms of settlement, the parties may settle the dispute through voluntary binding arbitration.

36.07 Voluntary Binding Arbitration

- (a) Each party shall notify the other within ten (10) days of its nominee to a Collective Bargaining Arbitration Board.
- (b) The two persons appointed to serve as members of the Collective Bargaining Arbitration Board shall within ten (10) days of the appointment of the second person, endeavour to agree to the appointment of a third person to act as chair.
- (c) If no chair is appointed, either party may request the Director of Mediation Services to appoint a chair.
- (d) If either party fails to appoint a member, the Director of Mediation Services may appoint a member to represent that party's interest.
- (e) No person shall be appointed or shall act as a member of the Collective Bargaining Arbitration Board who is directly affected by the dispute or has been involved in an attempt to negotiate or settle the dispute.
- (f) If a vacancy occurs in the membership of the Collective Bargaining Arbitration Board, a new member or chair shall be appointed in the same manner as the original member or chair was appointed.
- (g) The Collective Bargaining Arbitration Board shall make an award dealing with those matters in dispute that are properly the subject of the Agreement within forty (40) days of the date of its appointment, or such longer time as the parties may agree.
- (h) The award of the Collective Bargaining Arbitration Board is binding upon the parties to the dispute and the employees affected by it and shall be included in the terms of the Agreement.
- (i) Each party shall bear the expenses of the nominee and shall share equally the expenses of the chair.
- (j) The decision of a majority is the decision of the Collective Bargaining Arbitration Board, but, if there is no majority, the decision of the chair governs.
- (k) The Collective Bargaining Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

36.08 Dates contained in this Article may be amended by mutual agreement in writing.

Appendix “A” - Classifications and Pay

SALARY GRID – effective July 1, 2009 to June 30, 2010

	B	C	D	E	F	G
1	48896	50060	51644	54440	57440	60440
2	50652	51872	53516	56420	59516	62612
3	52478	53744	55460	58472	61700	64928
4	54380	55688	57488	60608	63956	67304
5	56360	57692	59588	62828	66320	69812
6	58412	59804	61760	65132	68792	72452
7	60536	62012	64016	67544	71336	75128
8	62768	64280	66380	70040	73988	77936
9	65072	66656	68840	72644	76712	80780
10	67484	69128	71384	75344	79616	83888
11	69968	71684	74060	78164	82604	87044
LSI A	71367	73118	75541	79727	84256	88785
LSI B	72795	74580	77052	81322	85941	90561

LSI A is effective on July 1, 2009 for those employees who have completed five (5) or more years of service at Step 11 and after July 1, 2009, on the anniversary date of Employees on the completion of five (5) years of service at Step 11.

LSI B is effective on June 30, 2010 for those employees who have completed one (1) year of service at Step LSI A and after June 30, 2010, on the anniversary date of Employees on the completion of one (1) year of service at Step LSI A.

Salary Categories

- B. High School plus some training and/or experience in business or preparation of less than three-year apprentice program OR Journeyman in the trade requiring three or more years in duration OR a one-year related certificate (one-year based on 450 hours or 30 university credits).
- C. Successful completion of two years of study towards a degree at a recognized university or a two-year College diploma or two related one-year certificates. These qualifications must be in a discipline directly related to the Employee's professional responsibilities.
- D. Successful completion of three years of study towards a degree or a three year bachelor's degree at a recognized university or three year College diploma. These qualifications must be in a discipline directly related to the Employee's professional responsibilities.
- E. Successful completion of four years of study at a recognized university with bachelor's degree. These qualifications must be in a discipline directly related to the Employee's professional responsibilities.
- F. Successful completion of five or more years of study at a recognized university with two (2) bachelor's degrees or a bachelor's degree and post-graduate studies. These qualifications must be in a discipline directly related to the Employee's professional responsibilities.
- G. A Master's degree from a recognized university. These qualifications must be in a discipline directly related to the Employee's professional responsibilities.

The College retains the right with respect to grid placement of a Permanent or Term Employee whose qualifications are in a discipline that is not directly related to the Employee's professional responsibilities.

LETTER OF UNDERSTANDING

Between

BOARD OF GOVERNORS OF NORQUEST COLLEGE

And

NORQUEST COLLEGE FACULTY ASSOCIATION

RE: Interpretation and Application of Article 32 – Staff Reductions

Effective on and after the date of signing of this Letter of Understanding, the Parties agree as follows:

Article 32.02

Decisions regarding elimination of permanent positions will be made within the program/service unit definitions (attached) consistent with the following two principles:

1. Within Edmonton the definition is at the Dean level
2. Outside Edmonton, each location will be defined as a separate program/service unit

The first strategy for making reductions will be “through attrition and redeployment including reductions in Term or Casual employment” within the program/service unit.

When this first strategy is insufficient, elimination of a permanent position will be considered.

Article 32.06

Notwithstanding the provisions of Article 32.06, the College will consider reassignment of an affected faculty member to a vacant permanent faculty position or to a term faculty position. As an alternative to termination of employment with the College, a permanent faculty member faced with position elimination could be offered reassignment to a term position. With the acceptance of a term position, the faculty member would become a term employee, except that the provisions of Article 32.08 – Separation Allowance would continue to apply should their term position be eliminated. The College will consider bridging term employment from the end of one academic term to the commencement of the next consecutive academic term. If a subsequent consecutive term is not available at that time, the Separation Allowance would be paid out. The allowance calculation would include service time accumulated during this term appointment. A faculty member choosing not to accept reassignment to a term position will continue to be eligible for the separation allowance provisions of Article 32.08.

Where, in the judgment of the College, a permanent faculty member has a skill set suitable for reassignment to more than one faculty position, that individual's preferences will be considered in the College's reassignment decision.

The College reassignment process does not preclude an application, outside the reassignment process, by a permanent faculty member for any vacant position at the College. In accepting such a position, the faculty member will have voluntarily changed employment and the provisions of Article 32 shall not apply.

Although the College will attempt, through the reassignment process, to provide continuing employment for affected permanent faculty members, this cannot be construed as a guarantee that any or all such permanent faculty members will be reassigned to other positions. This Letter of Understanding shall not form part of the Collective Agreement.

Signed at Edmonton, Alberta this _____ day of _____, 2010.

For the College:

For the Association:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.

Per:
NorQuest College Faculty Association

Witness

Date

Date

Per:
Board of Governors of NorQuest College

Witness

Date

Date