



Mission Statement

Our mission is to create an environment for learning, inquiry, partnership and communication that supports our students, our employees and our communities in the service of society.

COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS OF OLDS COLLEGE

and

THE OLDS COLLEGE FACULTY ASSOCIATION

July 1, 2009 to June 30, 2012

Mission Statement

Olds College Faculty Association is empowered to act as a professional association on behalf of its membership. Recognizing its professional responsibility, the Association is committed to active involvement in the organizational behavior and development of Olds College.



**OLDS COLLEGE FACULTY
ASSOCIATION**

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SECTION 1 JURISDICTION & NEGOTIATIONS

ARTICLE 1 – PURPOSE OF AGREEMENT AND DEFINITIONS

1.01 Purpose

The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Olds College Board of Governors (the Board) and the Academic Staff Members (the Members) represented by the Olds College Faculty Association (the Association), to set forth certain terms and conditions of employment relating to remuneration, hours of work, duties, benefits, and general working conditions covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of education at Olds College, to maintain professional standards, and to promote the well-being and professional development of its Academic Staff Members to the end that the students at Olds College will be well and effectively served. Accordingly, it is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Members of the Association; to promote co-operation and understanding between the Board and the Members; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to discipline and to working conditions, hours of work, and scale of wages; to encourage economy of operation and elimination of waste; and to promote the morale, well-being, and security of all Members in the Association.

1.03 The Board and the Association are committed to the pursuit of truth and the advancement of learning as well as the dissemination of knowledge. The Board and the Association expect each Member to engage in these endeavours. The parties to this Agreement subscribe to the principles of academic freedom; that is, the right to examine, to question, to instruct, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrines. The right to such freedom carries with it the duty to exercise that freedom responsibly.

1.04 Board-Related Definitions

1.04.01 Olds College means a public college established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.

1.04.02 Board means the Board of Governors of Olds College established by an order of the Lieutenant Governor in Council pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta. The Board may delegate administrative responsibility to a duly appointed representative who will act on its behalf.

1.04.03 Council means the Academic Council of Olds College established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.

1.04.04 President means that person appointed by the Board to be the Chief Executive Officer of the College in accordance with the *Post-secondary Learning Act* of the Province of Alberta.

- 1.04.05 Vice President, Academic and Research means that person appointed by the Board to be in charge of and responsible for all instructional services within the College.
- 1.04.06 Vice President, Student and Support Services means that person appointed by the Board to be in charge of and responsible for the financial administration, the campus facilities and infrastructure, and the non-instructional services within the College.
- 1.04.07 Vice President, Advancement means that person appointed by the Board to be in charge of and responsible for the advancement, marketing and government relations activities of the College.
- 1.04.08 Associate Vice President, Academic Services means that person appointed by the Board to be in charge of and responsible for services offered by the Academic Services Division as assigned by the Vice President, Academic and Research.
- 1.04.09 Chair means a person appointed by the Board for a fixed term as the academic and administrative officer responsible for an academic school.
- 1.04.10 School means an instructional unit composed of program units or other administrative units of the College as designated by the Board.

1.05 Association-Related Definitions

- 1.05.01 Olds College Faculty Association means the academic staff association established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.
- 1.05.02 Association Representative means a Member elected by the members to represent the Association as a member of the executive or appointed by the executive to carry out duties and responsibilities of the Association pursuant to this Agreement and the provisions of the *Post-secondary Learning Act* of the Province of Alberta.
- 1.05.03 Academic Staff Member (Member) means an employee of the Board who (as a member of a category of employees or as an individual) has been designated as an Academic Staff Member by the Board. Academic Staff Members shall include Permanent Full-time, Permanent Part-time, and Temporary Full-time employees.
- 1.05.04 Faculty or Faculty Member means an Academic Staff member as designated by the Board consistent with the *Post-secondary Learning Act* of the Province of Alberta.
- 1.05.05 Coordinator means a Member appointed by the Board to undertake designated responsibilities within a program or programs of the College.

1.06 General Definitions

- 1.06.01 The academic year occurs between September 1 and August 31 of the following year.
- 1.06.02 Academic semester means a normal instructional period of fourteen (14) weeks plus one (1) week of exams.

- 1.06.03 Apprenticeship term means a normal instructional period of eight (8) weeks.
- 1.06.04 Workload assignment means the instructional workload and the non-instructional workload as established with each Member in his annual *Faculty Workload Planning Guide*.
- 1.06.05 Reassignment means a change in workload assignment from that set out in the Member's current assignment.
- 1.06.06 Increment means the difference between one step and the next step on the salary schedule as described in this Agreement.
- 1.06.07 Overload Hourly Rate for a Member will be calculated using the formula in Article 8.12.06.
- 1.06.08 Professional Development Leave means all those categories of leave with or without pay granted to a Member as per the provisions of the current *Faculty Development Policy*.
- 1.06.09 Faculty Endowment Fund is a fund managed by Olds College; the proceeds of which are kept in a restricted account for the purpose of funding annual professional development activities for Members.
- 1.06.10 Faculty Professional Development budget is made up of no less than 3% of the total salary budget for the first three categories of faculty as defined in Article 7.

1.07 Conventions

- 1.07.01 A word used in either gender applies to both the masculine and feminine genders.
- 1.07.02 A word used in the singular may also apply in the plural.
- 1.07.03 Academic Staff Member and Faculty Member are synonymous and may be used interchangeably.

ARTICLE 2 – ASSOCIATION RECOGNITION & DUES DEDUCTION

2.01 Association Recognition

- 2.01.01 The Board recognizes the Association as the sole and exclusive bargaining agent for the Members as defined in the *Post-secondary Learning Act* of the Province of Alberta.
- 2.01.02 The Board shall not make an oral or written agreement with an Academic Staff Member that is in conflict with the terms or conditions of this Agreement. Nor shall the Board ask, require, or permit any of its representatives to make such an agreement with an Academic Staff Member.
- 2.01.03 In administering the Collective Agreement, the Board and the Association shall act reasonably and fairly, and in good faith and in a manner consistent with the Collective Agreement as a whole.
- 2.01.04 The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Member for reason of membership or activity in the Association.
- 2.01.05 Members shall not be penalized for time spent on any activity required by the Collective Agreement or the *Post-secondary Learning Act* of the Province of Alberta.
- 2.01.06 The Board agrees to provide the Association with a PDF file of the Collective Agreement. Any print copies provided by the Association to Members will be at the Association's expense.
- 2.01.07 The Board will provide the Association with up to one-half of one full-time equivalent (FTE) at no cost at the request of the Association for the purposes of carrying out the duties and obligations of the Association.
- 2.01.08 If additional time up to one full-time equivalent (FTE) is required by the Association, the Board and the Association will share equally in the cost (salary and benefits) of a replacement instructor.
- 2.01.09 The Board agrees to include Association employees in benefit plans pursuant to this Agreement where the carrier permits. The Association agrees to reimburse the Board for the cost of the premiums of these plans.

2.02 Dues Deduction

- 2.02.01 All Members as designated by the Board and casual contract employees as defined in Article 7 shall have deducted from their salaries a fee equal to the Association dues as a condition of employment.

- 2.02.02 When the terms and conditions included in the Agreement have been settled, the Board and the Association agree that it is binding on the Board, on the Association, and on the Members. If a Member has objection to membership in the Association, the Member is not required to belong but shall continue to be bound by the terms of this Agreement and shall pay the Association dues pursuant to Articles 2.02.03 through 2.02.05.
- 2.02.03 Association dues shall be in the amount established in accordance with the Association's *Bylaws*. The Association shall advise the Board in writing of the amount to be deducted at least one month prior to any anticipated change. The amount to be deducted shall be a uniform regular amount.
- 2.02.04 The amount so authorized and deducted shall be remitted to the Association Office by the College before the fifteenth day of the following month, accompanied by a list of Members and the amount deducted for each Member. In addition, the College shall provide a list of Members on maternity and other leaves of absence, internal reassignments, and secondments.
- 2.02.05 Special assessments, authorized by the Association, in accordance with the Association's *Bylaws*, shall be deducted by the Board in the same manner as Association dues at the request of the Association.
- 2.02.06 Except as provided in this Article, none of the provisions of this Agreement shall apply to the employment of casual contract employees by the Board.

ARTICLE 3 – PROFESSIONAL PRACTICES COMMITTEE

3.01 The Board and the Association agree to establish a Professional Practices Committee composed of six members as follows: three members for the Board—the Vice-President, Academic and Research (or designate) and two additional members of administration; and three Members for the Association—the President (or designate) and two additional Members selected according to the Association *Bylaws*.

3.02 Responsibilities

- Examine general workload issues and concerns,
- Examine general work environment issues and concerns,
- Examine problems that arise from the interpretation of this Agreement,
- Develop viable solutions to such problems,
- Recommend such solutions to the Board and the Association,
- Establish committees to carry out duties related to the above, and
- Recommend to the Board and the Association, changes to the Workload Planning Guide.

- 3.03 Where either the Board or the Association wishes to discuss an issue it will notify the other party in writing of the issue. The Committee shall meet within ten days of notification to address the issue.
- 3.04 The Committee shall meet in September of each year to select the chair. Notes shall be recorded for the issues discussed at each meeting and copies forwarded to the Association.
- 3.05 This Committee shall be advisory in nature and these meetings shall not substitute for regular meetings and normal lines of communication at the College.
- 3.06 Problems of a difficult and persistent nature shall be reported to the Board and the Association for consideration at the next round of collective bargaining or for other appropriate action.
- 3.07 A Member who has a material and persistent complaint and has not received a satisfactory resolution to the written complaint may request an investigation by the Professional Practices Committee.
- 3.08 The Member will send a written request to the Chair of the Committee to convene an investigation into the complaint. The Chair will call a meeting of the Committee to consider the complaint. The Chair, on the advice of the Committee, will conduct an investigation into the complaint.
- 3.09 The Committee will investigate the facts of the complaint, events leading to the complaint, examine relevant documents, and receive submissions from the Member and other parties involved, and interview the parties to satisfy themselves that they have a comprehensive understanding of the history and nature of the complaint.
- 3.10 The Committee will consider the evidence and make a recommendation to the Vice-President, Academic and Research, for the resolution of the complaint. The Vice-President, Academic and Research, will advise the Member of his decision within fourteen days.
- 3.11 The Member will inform the Vice President, Academic and Research, of the Member's decision to accept the decision. If the Member accepts the decision of the Vice President then the complaint is resolved.
- 3.12 If the Member does not accept the decision of the Vice President, Academic and Research, then the Member may advance a formal grievance in accordance with Article 20, Dispute and Grievance Resolution Procedures beginning at Step 2, (20.09.04) or other step as mutually agreed by the Member, the Association, and the Administration.

ARTICLE 4 – DURATION OF AGREEMENT, NEGOTIATIONS, MEDIATION AND DISPUTE RESOLUTION

4.01 Duration of Agreement

- 4.01.01 This agreement shall take effect commencing July 1, 2009, shall continue in full force and effect until June 30, 2012, and shall continue automatically from year to year thereafter, unless either party notifies the other in writing that it desires to amend this Agreement. Such notification shall be in January 2012 or January of any subsequent year if notification is not given in January 2012.
- 4.01.02 By mutual agreement specific items may be opened for re-negotiation during the life of the Collective Agreement.
- 4.01.03 In the event that any articles or clauses of this Agreement are rendered null and void by legislation, re-negotiation on those shall commence within 30 days of the knowledge of their being rendered null and void in accordance with the bargaining procedures herein provided.
- 4.01.04 Where a difference exists between this Agreement and any College policy, regulation, guideline, or directive, this Agreement shall supersede.

4.02 Negotiations

- 4.02.01 Negotiations shall begin within forty-five (45) days following notification of amendment as provided above unless mutually agreed upon by both parties. At the outset of negotiations each party shall give the other party notice of requested changes or alterations to the agreement and to discuss the process for negotiations.
- 4.02.02 Both parties shall thereupon negotiate in good faith in respect to the matters which the parties propose to change or alter.
- 4.02.03 During negotiations, the Board and the Association recognize their interdependent responsibility and obligation to exchange information and to collaboratively engage in active and open dialogue. To this end both parties have an unlimited right and duty to communicate freely with each other and their jurisdictions about their perceptions and feelings regarding the terms and conditions of employment.
- 4.02.04 The agreement shall remain in full force and effect until such time as a new Collective Agreement takes effect.

4.03 Mediation

- 4.03.01 In any situation where a new Agreement is not reached by June 30, either party may notify the other party in writing of its desire to seek the assistance of a mediator to resolve items remaining in dispute.

- 4.03.02 Within ten (10) days of the request for mediation, the parties or their designates will meet to decide upon a person to act as mediator. If the parties are unable to agree on a person to act as mediator, either party may request the Chair of the Labour Relations Board to appoint a person to act as mediator.
- 4.03.03 The mediator, agreed to by the parties or appointed by the Chair of the Labour Relations Board, will meet with the parties as soon as possible thereafter to assist the parties to resolve items remaining in dispute and effect a new Agreement.
- 4.03.04 The mediator will have sole discretion to inquire into the items remaining in dispute, as the mediator considers appropriate.
- 4.03.05 The parties will co-operate with each other and the mediator to resolve items remaining in dispute and effect a new Collective Agreement.
- 4.03.06 The mediator will schedule a Mediation Conference at the first available time agreeable to the parties.
- 4.03.07 The mediator will describe the expectations, procedures and rules of the Mediation Conference respecting each party's opportunity to talk, order of presentation, decorum, discussion of unresolved issues, use of caucuses, and confidentiality of proceedings.
- 4.03.08 The parties will come to the Mediation Conference prepared with all evidence and documentation necessary to discuss their respective cases.
- 4.03.09 When the joint discussions are no longer progressing, the mediator shall meet with each party separately in caucus. In this situation the mediator is not serving as an advocate for either party but is an agent of reality for the parties, singly and collectively.
- 4.03.10 The mediator shall attempt to reduce the differences between the parties and formalize offers to gain an Agreement.
- 4.03.11 If agreement is possible the mediator will have the parties negotiate the final terms of settlement jointly. The mediator will verify the specifics of an Agreement and make sure that the terms are comprehensive, specific, and clear.
- 4.03.12 If the parties reach agreement, then the mediator will put the terms in writing and it will be in the form of a voluntary award. The parties will sign the award and indicate the place where and the date on which it was made. The mediator will forward a copy to each of the parties. The voluntary award is the mediator's report.
- 4.03.13 If the parties fail to achieve a resolution of items remaining in dispute, the mediator will prepare a report recommending terms of settlement to the Board and the Association. Neither the Board nor the Association is bound by the recommendations of the mediator.

- 4.03.14 The mediator, the mediator's comments, and the mediator's report shall be used in an arbitration hearing only with the written agreement of the mediator and both parties.
- 4.03.15 The parties will share equally the costs and expenses of the mediator.

4.04 Dispute Resolution

- 4.04.01 In any situation where a new Agreement is not reached by June 30, either party may notify the other party in writing of its desire to seek the assistance of a single arbitrator to resolve items remaining in dispute.
- 4.04.02 Within ten (10) days of the request for an arbitrator, the parties or their designates will meet to decide upon a person to act as arbitrator. If the parties are unable to agree on a person to act, either party may request the Chair of the Labour Relations Board to appoint a person to act as arbitrator.
- 4.04.03 The arbitrator will meet with the parties as soon as possible thereafter to assist the parties to resolve items remaining in dispute and effect a new Agreement.
- 4.04.04 The arbitrator will have sole discretion to inquire into the items remaining in dispute as the arbitrator considers appropriate.
- 4.04.05 The parties will co-operate with each other and the arbitrator to resolve items remaining in dispute and effect a new Collective Agreement.
- 4.04.06 If the parties settle the dispute during the arbitration, the arbitrator shall terminate the arbitration and shall record the settlement in the form of an award.
- 4.04.07 If the arbitrator is unable to bring the parties to a settlement, the arbitrator shall make an award concerning all items remaining in dispute between the parties.
- 4.04.08 An award shall:
- a) Be in writing, deal with all matters in dispute, and state the reasons on which it was based.
 - b) Indicate the place where and the date on which it is made.
 - c) Be delivered to each party.
- 4.04.09 The arbitrator shall award on, and the arbitrator's jurisdiction shall be limited to, only those items in dispute between the parties.
- 4.04.10 The arbitration is terminated when the arbitrator makes a final award disposing of all matters in dispute referred to arbitration.
- 4.04.11 The arbitrator will retain jurisdiction and will provide further explanation of the award or the reasons on which it is based.
- 4.04.12 The award is binding on the Board and the Association and shall be incorporated into the Collective Agreement.

- 4.04.13 The award of the arbitrator shall be made within 40 days of selection or appointment of the arbitrator or such longer time as the parties may agree.
- 4.04.14 If the designated arbitrator can not conduct or complete the arbitration, the parties shall select an alternate arbitrator and commence the proceedings as mutually agreed.
- 4.04.15 The parties will share equally the costs and expenses of the arbitrator.

4.05 Retroactivity

- 4.05.01 All Members shall receive retroactive pay in accordance with the provisions of this Agreement.
- 4.05.02 Members who are no longer employed by the College will be entitled to retroactive pay in accordance with the provisions of this Agreement on a *pro rata* basis.
- 4.05.03 Where retroactive pay covers a period after July 1 of the year following expiration of the Agreement, the Board will pay interest at a rate equivalent to the average prime interest rate established by the primary Bank utilized by the College.

SECTION 2 APPOINTMENTS

ARTICLE 5 – ACADEMIC YEAR

- 5.01 Instructional activities for the majority of programs are scheduled during the period between September and April. Members will normally undertake curriculum/course development and non-instructional duties during the months of May and June and take the vacation days to which they are entitled during July and August.
- 5.02 In the event that a change in the schedule of a program requires a Member to substantially alter an established vacation schedule, the Member and the Association shall be consulted and the Member shall receive 12 months of notice of the change.
- 5.03 A Member’s workload assignment may consist of both instructional and non-instructional duties as described in Article 8.08 of this agreement. Instructional assignments will normally be 8 months (up to 32 weeks) in duration. In the event that the Board determines that an instructional assignment should be longer, it will seek the agreement of the Association and the Member(s) affected.
- 5.04 Both instructional and non-instructional assignments are recorded on the Member’s *Faculty Workload Planning Guide*. A Member’s workload may only change if mutually agreed in writing. A Member shall not withhold agreement when his workload is changed provided that the change is made reasonably and fairly and is consistent with the Collective Agreement.

5.05 Non-Instructional Period

- 5.05.01 A Member whose workload does not include a regular instructional assignment will continue to perform his normal duties throughout the non-instructional period.
- 5.05.02 No specific instructional duties will be assigned to Members during the non-instructional period.
- 5.05.03 During the non-instructional period Members will devote their time to study, research, course and curriculum development, to administrative duties of their positions, and to other duties which may improve professional or instructional capabilities.

ARTICLE 6 – ACADEMIC STAFF APPOINTMENTS

6.01 Guiding Principles

- 6.01.01 Candidates designated by the Board as Academic Staff shall become members of the Association.
- 6.01.02 Members shall have the right during their appointment to fair consideration for promotion and for increases in responsibility and salary.

- 6.01.03 Members shall be evaluated during the term of their appointments in accordance with this Agreement.
- 6.01.04 Members shall enjoy reasonable access to all College facilities subject to College security and facility use policies and consistent with their professional background and expertise.
- 6.01.05 Members shall enjoy opportunity for academic freedom generally, group affiliation, and freedom from institutional censorship in relation to the aforementioned, providing such activities are consistent with the College Vision, Mission, Values, and Outcomes as established by the Board.
- 6.01.06 Changes in the organization or delivery elements of educational programs including on-line training shall be discussed with affected Academic Staff Member(s). The affected Member(s) shall have the right to Association assistance in subsequent discussions.
- 6.01.07 The Association shall be consulted in the study and discussion of proposed changes initiated by the college on items such as organizational changes affecting the staffing levels in a school.

6.02 Procedures for Establishing Academic Staff Appointments

- 6.02.01 The appointment of a candidate as an Academic Staff Member shall be recommended to the Vice President, Academic and Research by the Chair following nomination by a selection committee as established by Board policy. Normally, two or more members of the selection committee shall be Members of that School, appointed by the Chair in consultation with members of that School.
- 6.02.02 The confirmation of the appointment of a candidate to the Academic Staff shall be given in writing, setting out at least the following:
- The category of appointment, whether it be Permanent Full-time, Permanent Part-time, or Temporary Full-time;
 - The initial placement on the salary schedule, clearly identifying educational and experience increments granted;
 - The current annual salary entitlement of the candidate; and
 - The eventual maximum salary (subject to acceptable performance) for which that Member is qualified at the time of appointment.
- 6.02.03 Upon commencing the appointment, the Member shall be given a workload as defined in Article 1.06.04 by the Chair/Supervisor.
- 6.02.04 All confirmations of appointments, resignations, and terminations with effective dates shall be forwarded to the Association.

- 6.03 The College endorses the maximal use of full-time Academic Staff Members to be primarily responsible for the following activities: preparation of course material, delivery of course material and the evaluation of students.
- 6.04 The Board and its Administrators shall not circumvent the provisions of this Article by arranging unreasonable instructional loads for persons who are excluded from or not included in the academic bargaining unit.
- 6.05 During the academic year, Members taking other employment, consulting or instructional activities for remuneration shall advise their Chair in writing before accepting such employment or activity, and he shall not accept or engage in other activities which could negatively affect the performance of his regular duties.
- 6.06 Members shall not participate on a Board or other organization as a representative of the College without the prior written permission of their supervisor.

ARTICLE 7 – EMPLOYEE DEFINITIONS

- 7.01 Permanent Full-time Members are employed on a continuous, full-time basis and assigned a full workload.
- 7.02 Permanent Part-time Members are employed on a continuous basis to fulfill either a partial workload over a full year or a full workload over less than one year with the agreement of the Member and the Association.
- 7.03 Temporary Full-time Members are employed on a non-continuous basis for less than one year to fulfill a full workload.
- 7.04 Casual contract employees are persons contracted on a short-term basis to carry out academic duties and responsibilities where the assignment is not consistent with the provisions of Articles 7.01, 7.02, and 7.03.
- “Short-term” means a term of employment of four months or less up to 20 hours per week or of 10 hours or less per week for eight months or less.
- 7.05 Temporary Full-time Members are employed for a specific time period for the following reasons:
- a) To replace a Member on professional development leave, leave of absence (with or without pay), employee contribution leave, sick leave, mental or physical illness leave, administrative assignment, or on other continuous assignment by the Board.
 - b) To fulfill special projects with conditional funding provided by agencies external to the Board or by the Board.
 - c) To fill full-time instructional assignments on a temporary basis.
 - d) To replace an incumbent following a resignation with insufficient notice.

- e) To fill newly created full-time instructional positions initially where the funding for or the enrollment for the position is at the outset uncertain and beyond the control of the Board.

7.06 The period of employment of a Temporary Full-time Member shall not exceed one academic year unless agreed to by the Vice-President, Academic and Research and the Association. In circumstances where 7.05(b) and (e) apply, the period of temporary employment may be renewed for a second one-year period without the need for Association consent provided those circumstances continue to apply. In seeking Association agreement under this Article the College shall provide the reasons justifying its request and the Association's consent shall not be unreasonably withheld.

7.07 Instructional Assistants

7.07.01 The Board recognizes that the primary responsibility for instructional design and delivery rests with Academic Staff Members.

7.07.02 Instructional Assistants assist instructors and support classroom, laboratory and shop instruction.

7.07.03 The Association recognizes that support staff have had a role in the domain of instructional delivery and will continue to do so in the future.

7.07.04 Instructional Assistants will not be used to displace Academic Staff Members.

7.07.05 Instructional Assistants may be assigned by the Chair to work under the direction of Academic Staff Members.

7.07.06 The Chairs have direct responsibility for the assignment and supervision of Instructional Assistants.

ARTICLE 8 – WORKLOAD

8.01 Within the context of achieving the College's Vision, Mission, Values, and Outcomes, fostering mutual trust and open communication, recognizing individual and team needs, and managing change; fair and reasonable workloads will be developed according to the following principles:

- **Consistency** in developing, assigning, and managing workloads across campus.
- **Fairness** in identifying and measuring the components of an equitable, flexible, and manageable workload.
- **Productivity** in effectively applying the strengths and capabilities of Members in the fulfillment of workload responsibilities.

- **Recognition** of the scope and diversity of workloads and contribution to the College.
- **Enrichment** by providing Members the resources to support effective teaching and learning opportunities in a quality working environment.
- **Professionalism** by recognizing the obligation and responsibility of Members to Association and College involvement.

8.02 Workload is comprised of instructional schedules and/or other related duties and responsibilities. Members are expected to maintain currency in the field for which they have been recruited and the workload assignment recognizes this requirement by allowing Members sufficient opportunity to pursue and expand their expertise in their area of expertise or profession.

8.03 Contact Days, Contact Hours, Student Contact Hours, Workday Hours

8.03.01 **Contact Day:** any day in which one or more instructional hours occur, and also includes:

- Any day in which the College schedules exams, registration, or any other official activity;
- Any day during which classes are normally scheduled but the Member does not instruct due to an excused, allowed, or assigned absence;
- Any day during which the Member does not have regular assigned instruction, but during which he performs a duty specifically assigned by the College, including the non-instructional period as identified in this Agreement;
- A contact day assigned by the Board which the Member would have otherwise performed (except for illness and for which contact day the Member is not replaced) shall be considered a contact day for the purpose of determining the number of contact days beyond which an extra payment allowance may be paid the Member.

8.03.02 **Contact Hour:** the standard unit of instruction which shall be 50 minutes.

8.03.03 **Student Contact Hours:** the number of students in a course section times the hours of instruction.

8.03.04 **Workday Hours:** a **normal** workday shall consist of a period of a maximum of eight hours between when the instructor starts instructing his first course of the day and when his last course is finished. For any courses taught beyond this time period, there will be fair compensation as referred to in Articles 8.11.01 and 8.12.01.

- The above workday shall include travel time, where Members are required to instruct the course in any place other than their primary campus.
- No Member shall teach a continuous period greater than four hours.
- Contact days will not include evenings except with the written consent of the Member.

8.04 The assigned hours of work for Counsellors and other Members who are not employed to instruct regularly scheduled classes shall normally be 36¼ hours per week. If, as a result of mutual agreement, the Member agrees to work in excess of the above hours, he shall receive fair compensation as agreed upon in Article 8.11.01.

8.05 A Member's workload will be prepared on an annual basis and documented on the *Faculty Workload Planning Guide* in consultation between the Member and Chair of his school.

8.06 The following steps are appropriate in development of a Member's workload:

- a) The Member shall receive his instructional schedule as the outcome of the timetable scheduling process.
- b) The Member shall present to his Chair an *Faculty Workload Planning Guide* which documents his proposed workload (normally by the end of March).
- c) The Chair and the Member will develop a workload in the context of this Article and determine the level of resources to make that workload achievable, and the Chair will then officially assign the workload to the Member.
- d) Instructional assignments for the immediately following College year shall be negotiated between the Member and his Chair and set out in writing by May 1, or the first day of a Member's non-instructional period, and shall have taken into consideration such components as stipulated in this Article. The workload will change after that date only if mutually agreed to in writing.

8.07 A copy of a Member's instructional workload assignment for each semester, and the yearly total, shall be provided to the Association within 30 days of the assigned workload.

8.08 Members may carry out in part or in full the following academic duties and responsibilities:

- Instruct a full workload
- Instruct a partial workload and perform other duties related to coordination of programs
- Coordinate a program or programs
- Coordinate activities within a program or programs
- Develop programs and curricula
- Provide program and curricular services
- Participate in College development
- Provide service to the College
- Perform other activities related to an instructional assignment
- Provide professional counselling services
- Undertake professional development activities
- Engage in research activities
- Evaluate students

8.09 The Vice President, Academic and Research will consider these components in establishing instructional workload:

- Nature and number of different courses to be taught;
- Level of instructional and business experience of the Member and availability of technical and other resources for assistance;
- Amount of preparation necessary to develop and deliver the assigned course(s);
- Evaluation, marking, and performance assessment;
- Class size, class type, and student contact hours;
- Instructional mode(s);
- Assignments ancillary to instructional activities;
- Previously assigned schedules;
- Other assignments, including non-instructional and College involvement;
- Professional development;
- Instructional and supported learning hours.

8.10 The Vice President, Academic and Research will establish instructional schedules that will adhere to the following:

<p>Category 1</p> <p>Instructional hour assignments includes post-secondary courses in programs where the instructor has primary responsibility for developing the curriculum, delivering the curriculum, e-instruction, and the predominant form of student evaluation is based on written examinations, papers or other methods requiring significant out-of-class support and marking.</p> <p>Programs include:</p> <ul style="list-style-type: none"> ▪ Applied degrees ▪ Ag Management ▪ Business Administration ▪ Horticulture Programs ▪ Fashion Programs ▪ Turf Management ▪ Land Programs ▪ Office Administration ▪ Transitional Vocation Programming 	<p>Maximum: 450 hours</p> <p>Weekly contact hours not to exceed 15 hours a week averaged over two terms but in any event not to exceed 20 hours a week.</p>
<p>Category 2</p> <p>Instructional hour assignments are determined by programs that have over 50% of the courses in the program that utilize a form of field based course delivery, labs, tutorials or small lab instruction.</p> <p>Programs include:</p> <ul style="list-style-type: none"> ▪ Ag & Heavy Equipment Certificate ▪ Ag & Heavy Equipment Diploma ▪ Animal Health Technology ▪ Equine Science ▪ Veterinary Medical Receptionist 	<p>Maximum: 560 hours</p> <p>Weekly contact hours not to exceed 20 hours a week.</p>
<p>Category 3</p> <p>More than 50% of the instructional hour assignments include programs in the disciplines with provincially established curriculum or the instructor acts in the role of clinical supervisor specific to individuals or very small groups of students engaged in applied activities. Student evaluations consist primarily of observing and documenting performance outcomes.</p> <p>Programs include:</p> <ul style="list-style-type: none"> ▪ Farrier ▪ Ag Equipment Technician ▪ Carpenter Apprenticeship ▪ Welding Apprenticeship ▪ Heavy Equipment Technician ▪ Landscape Gardener Apprenticeship ▪ Meat Programs 	<p>Maximum: 650 hours</p> <p>Weekly contact hours not to exceed 25 hours a week.</p>

8.11 Additional Instructional Hours

- 8.11.01 It is understood that no instructor shall be assigned instructional hours in excess of the maximum instructional hours provided for herein, except by the mutual agreement of the Member and the Board and where fair compensation will be accorded.
- 8.11.02 Such compensation may include a specific reduction in instructional assignments in another semester when the excess is in instructional hours per week but does not exceed yearly hours or days, or in the case of exceeding yearly hours or days, may be by means of additional holidays or overtime as mutually agreed upon.
- 8.11.03 Designation for Coordinators shall be noted along with the percentage release time for Coordinators.

8.12 Overload

- 8.12.01 Where a Member is assigned and instructs in excess of any of the limits prescribed in Article 8.10, that Member shall be paid an hourly overtime rate as calculated at 8.12.06 for each hour taught, unless the member has signed an agreement as per Article 8.11.01 in which they have agreed to fair compensation other than overtime pay.
- 8.12.02 Members may be required to work beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations as authorized by the Chair.
- 8.12.03 Overload pay shall be calculated from the annual salary rate in effect at the time the overload is worked regardless of any subsequent retroactive change in rate.
- 8.12.04 Employees shall not be required to take time off during their regular work time to equalize any overload worked previously.
- 8.12.05 Time in lieu of overload shall be granted at applicable overload rates, subject to operational requirements, if requested by the Member and approved by the College.
- 8.12.06 Overload rates shall be calculated using the following formula:
 - a) Overload Rate: Annual salary/650 contact hours
 - b) Overload Pay: Overload rate X overload hours

8.13 Continuing Education

- 8.13.01 The Board recognizes that Members have expertise that may be of value in the delivery of continuing education programming.
- 8.13.02 The College also has a community obligation to deliver learning to those practitioners unable to participate in regularly scheduled instructional offerings. The Board recognizes that Members should be given priority consideration in planning and instructing in continuing education offerings.
- 8.13.03 **Evening Hours and Weekends:** Subject to the approval of the Chair, any regular or credit course taught in the evening or on weekends shall first be offered to a

Member. Only if no qualified Member is willing to instruct such a course will it be contracted out to a qualified person.

- 8.13.04 Providing a Member is instructing his normal workload as established under the variable load criteria, any Member who voluntarily chooses to instruct such courses shall either be paid extra at established rates, in which case it will not be considered part of his regular workload, or he may elect to have it as part of the regular workload provided the arrangements are made in advance of the instruction being provided. Such agreement shall be in writing with notification to the Association.
- 8.13.05 Evaluation of courses taught by a Member under this Article shall form part of the Member's evaluation as per *The Faculty Evaluation Policy*.
- 8.13.06 Payment to Members for instructing credit or short-courses through Continuing Education shall normally be at a rate not less than \$50 per hour unless mutually agreed to otherwise.
- 8.13.07 All other rates for non-credit or non-program courses shall be determined before the start of the course as per Board policy.
- 8.13.08 The content of credit courses offered through Continuing Education shall be determined by the Chair and the instructors normally responsible for developing courses in that program and shall be subject to Board policy. Short courses shall be developed in consultation with the Chair and the instructors normally involved.

Off Campus Instruction

- 8.14.01 Off-campus instruction shall mean a location other than the usual campus where the member instructs.
- 8.14.02 Off-campus instruction shall include provisions for the following:
 - Traveling time as part of workload;
 - Payment of all extra expenses consistent with the *Travel Expense Guidelines Policy*; and
 - If a Member is required to live away from home, he shall be given fair compensation as mutually agreed.

Workload Appeal

- 8.15.01 Members who are not satisfied with the assigned workload, may appeal it. A Notice of Appeal shall be in writing and forwarded to the Association and to the Vice President, Academic and Research.
- 8.15.02 The Association may initiate an appeal of workload on behalf of a Member by preparing a Notice of Appeal in writing to the Vice President, Academic and Research.
- 8.15.03 The Professional Practices Committee will determine the appeal.
- 8.15.04 Every reasonable effort shall be made by the parties to hold and complete the appeal within seven working days from the date the Notice of Appeal was received.
- 8.15.05 The Professional Practices Committee shall apply the workload principles set out in this Article.
- 8.15.06 The decision of the Professional Practices Committee shall be reported by the Vice President, Academic and Research or designate. A majority decision shall be final and binding on all parties.
- 8.15.07 Should a majority decision not be reached, then the appeal may follow the formal Grievance Procedure laid out in Article 20.

ARTICLE 9 – PROBATION

- 9.01 A Member receiving an appointment by the Board shall serve a probationary period which normally shall be twenty-four months of continuous employment.
- 9.02 Members who have prior Temporary Full-time instructional service at Olds College within the previous 36 months will have at least half of this service recognized towards the required probationary period.
- 9.03 When the Member has successfully completed the probationary period, the Chair will recommend in writing to the Vice-President, Academic and Research the Member's appointment to a permanent position.
- 9.04 A Member on probation shall have, in addition to the provisions of *The Faculty Evaluation Policy*, a formal evaluation conducted by the Chair no later than six weeks after each semester during the probationary employment.
- 9.05 During the period of probation, the Member's suitability for permanent employment shall be assessed on the basis of the following:
- a) Conduct,
 - b) Quality of work,
 - c) Ability to work harmoniously with others,

- d) Ability to meet instructional standards set by the College, and/or
 - e) Just cause (where the test for just cause shall be the suitability of the probationary Member for continued employment in the position to which the Member has been appointed, provided the factors involved in suitability could reasonably be expected to affect work performance).
- 9.06 If at any time during this period, it is determined that the Member is unsuitable for employment, or in the event of redundancy, the Board may terminate the Member's employment. If a Member on probation is to be terminated after one year of continuous employment, the Board will provide the Member with one month of notice of termination or one month of pay in lieu of notice.
- 9.07 If the Probationary Member has not clearly demonstrated his ability to meet the standards of performance required during the normal probationary period, then the Vice President, Academic and Research may, at his discretion, extend the probationary period for one additional year subject to Faculty Association notification.
- 9.08 The release of a Member during the probationary period shall not be subject to the Grievance Procedure.
- 9.09 Notwithstanding the probationary period provided in Article 9.01, the Probationary Member shall not be appointed to a permanent position until he has successfully completed the College's ISWS Basic Performing Series.

ARTICLE 10 – FACULTY EVALUATION

- 10.01 The Board and the Association recognize the need to promote and maintain high standards in instructional performance. To this end the parties agree to maintain a *Faculty Evaluation Policy* which will have the same force and effect as though it were part of this Agreement.
- 10.02 The parties agree that there is an integral relationship between instructional assignment, workload, evaluation, and professional development goals. To this end, Member development and training, implementation of mechanisms to communicate the College's activities and goals, and development of a mutually accepted participation framework shall be promoted. The evaluation process must be carefully developed to ensure success and the total commitment of all parties involved.
- 10.03 All Members shall participate in a performance appraisal based upon criteria established in the *Faculty Evaluation Policy*. The performance standards used to evaluate a Member must be made known concurrent with the notification of instructional assignment.
- 10.04 Evaluation refers to the formal process of performance review undertaken in conjunction with the Member's Chair or Associate Vice-President, Academic and Research for the purpose of completion of probation, increment attainment, promotion, or regular review.

- 10.05 The Chair shall review Members' work performance, meet with the Members to discuss their work performance, and prepare a *Faculty Evaluation Report* of the findings. The report will be reviewed and discussed with each Member. Members will sign this report to indicate that they have met with the Chair and reviewed the report. The Member's signature does not indicate that the Member agrees with the content of the *Faculty Evaluation Report*.
- 10.06 Should a Chair propose to visit the classroom of a Permanent Full-time, Permanent Part-time, Temporary Part-time, or Probationary Member for the purpose of evaluation, then pre- and post-evaluation conferences shall be scheduled. In the pre-evaluation conference the Chair will discuss the purpose of the visit, the behaviours to be observed, the date and time of the visit, and any other pertinent information with regard to the classroom visit. In the post-evaluation conference the Chair will discuss the results of the classroom visit with the Member. The Chair will provide the Member with a dated and signed written copy of the observations which resulted from the classroom visit.
- 10.07 Should the Chair fail to evaluate a Member as per this Agreement, then the employment of the Member shall be deemed satisfactory for that period.
- 10.08 Changes to the Faculty Evaluation Policy will be made only if there is agreement between the Association and the Vice-President, Academic and Research.
- 10.09 Members may complete a one-page report to the President by June 30 of each year outlining significant activities they have participated in/accomplished during the previous academic year. These reports will be tabled for review by the Board.
- 10.10 If discipline arises out of the evaluation process, a Member has recourse to the discipline process in Article 19.

ARTICLE 11 – APPOINTMENT AND COMPENSATION OF COORDINATORS

- 11.01 Appointment and assignment of duties of Coordinators shall be in accordance with procedures as established in the College *Program Coordinator Appointments Policy*.
- 11.02 Members designated as Coordinators shall normally have their instructional schedules reduced by a minimum of 25% to a maximum of 100%, as established by the Chair responsible for the School.

- 11.03 In determining a Coordinator’s instructional schedule reduction, these are some of the factors that shall be considered:
- Number of students in the program;
 - Number of majors involved;
 - Number of instructors and support staff coordinated;
 - Activity in the program and curriculum development;
 - Amount of industry and college involvement.
- 11.04 Upon completion of an appointment as Coordinator, the Member will be reassigned, where possible, to a workload consistent with the Member’s duties prior to commencement of the Coordinatorship.
- 11.05 The workload of a Coordinator is subject to the workload appeal process set out under 8.15.
- 11.06 A Coordinator’s allowance of \$5,500 per annum divided into equal bi-weekly payments (unless requested otherwise by the Member) will be paid to a Member designated as Coordinator, in addition to regular salary.
- 11.07 If a Member is relieved of his duties as Coordinator for not fulfilling the duties of the position as defined in Olds College policy or leave the position of his own volition, then the provisions of Article 11.04 will apply.

ARTICLE 12 – APPOINTMENT OF CHAIRS

- 12.01 Appointment and assignment of duties of Chairs shall be in accordance with procedures established in the College *Chair Appointments* policy.
- 12.02 Chairs shall be selected by internal competition. In the event that no qualified internal candidate is identified, the interview committee established under the *Chair Appointments* policy may proceed with an external competition.
- 12.03 Members appointed as Chairs will be seconded to the Administrative, Management and Exempt Group of employees for the term of their appointment.
- 12.04 Upon completion of their appointment, Chairs will be reassigned, where possible, to a workload consistent with their duties prior to commencement of their appointment as Chairs.
- 12.05 Members appointed as Chairs will continue to pay dues to the Association throughout the term of their appointment and will continue to accumulate seniority throughout the term of their appointment.
- 12.06 Members appointed as Chairs will not participate in activities of the Association throughout the term of their appointment.

- 12.07 The Association will be relieved of its duty to represent Chairs during the term of their appointment as Chairs.
- 12.08 A Chair's normal term of employment will be for a period of three years. The appointment may only be renewed for one additional three-year period.

ARTICLE 13 – ACTING INCUMBENCY

- 13.01 Acting incumbency provisions shall not apply where a Member is designated additional limited duties for a period not exceeding 30 working days to cover off for an administrative staff member proceeding on annual vacation.
- 13.02 Members who agree to serve full time as an acting incumbent in a higher position shall be paid a minimum 15% increase per month to salary for every month or part thereof that is served while existing duties continue.
- 13.03 When Members who have been serving in acting incumbency positions return to their regular positions, their salary and anniversary date shall be re-adjusted without loss of seniority.
- 13.04 Any acting incumbency position shall be established for a period of not more than one year except where an administrative staff member has been accepted on a foreign assignment in keeping with Article 29.05 or in any other situation, in which case the Vice-President, Academic and Research may extend the acting incumbency up to but not exceeding two years upon mutual agreement between the Vice President and the Association.
- 13.05 A Member temporarily promoted to a position not included in the bargaining unit shall retain membership in the Association, continue to pay full Association dues, and retain all benefits, rights, and responsibilities under this Agreement.
- 13.06 Should the President appoint a non-administrative staff person to a full-time instructional position on an acting incumbency basis, that individual shall become a Member of the Association, pay full Association dues, and receive salary subject to Article 21.
- 13.07 Any administrative employee appointed to an acting incumbency position in instruction will not be given membership in the Association and will not be required to pay Association dues; however, such acting incumbency appointment shall not exceed one academic year.

SECTION 3 RECORDS & PROCEDURES

ARTICLE 14 – PERSONNEL RECORDS

- 14.01 The Human Resources Department shall be responsible for maintaining and holding the only personnel file kept on Members. All records will be placed on the file as soon as possible after the records are made.
- 14.02 The Member's personnel file shall include all those items relating to a Member's accomplishments, suspension, discipline, or dismissal.
- 14.03 Members may review their personnel file in the Human Resources Office upon request, and such request shall not be unreasonably denied.
- 14.04 Should the Member's record not be available upon request, the President shall notify the Member in writing of the reasons for the delay within 48 hours of the unavailability and identify the time and date at which the file will be available.
- 14.05 Copies of any documents contained in a Member's personnel file will be given to the Member upon request.

ARTICLE 15 – DISCLOSURE OF PERSONAL INFORMATION

- 15.01 The President agrees to provide hard copy or electronic access to Members' personal information necessary for the purpose of discharging the duties and affairs of the Association as described in this Agreement and the Association's *Bylaws*, subject to *The Freedom of Information and Protection of Privacy Act (FOIPP)*.
- 15.02 The Association will take reasonable care to protect personal information from unauthorized access, use, or disclosure by the staff, agents, or contractors under the direct control of the Association.
- 15.03 The Association will furnish the President promptly with full details of any unauthorized access, use, or disclosure of personal information to the extent known.
- 15.04 The Association will ensure that media containing personal information thereon has been erased or destroyed prior to disposal. A record of disposals will be kept.

ARTICLE 16 – NOTICE OF RESIGNATION

- 16.01 A Member shall resign by giving notice in writing to the Board and such notice shall be a period of at least 30 calendar days unless otherwise agreed to by the Member and the Vice President, Academic and Research.
- 16.02 In addition, the Member shall receive payment for any vacation earned in previous years but carried over in accordance with Article 23.

- 16.03 A Member giving written notice to the Board as required in this Article shall receive salary in lieu of vacation earned, but not taken at the time of resignation, in accordance with Article 23.
- 16.04 A Coordinator may resign as Coordinator by giving notice effective at the end of a semester. Such notice shall be in writing to the Chair and shall be a period of at least 30 calendar days unless otherwise agreed to by the Member and the Chair. The workload of a Coordinator who has resigned will be reassigned consistent with the workload principles in Article 8.

ARTICLE 17 – NOTICE OF RETIREMENT

- 17.01 A Member shall normally retire at the end of a semester during which they have an assigned workload unless otherwise agreed by the Member and the Vice President, Academic and Research.
- 17.02 A Member giving written notice as required in this Article shall be paid salary in lieu of vacation earned but not taken, at the time of retirement in accordance with Article 23.

ARTICLE 18 – REDUNDANCY AND TERMINATION

- 18.01 The Board shall give a permanent academic staff member with greater than two (2) years of continuous service, three (3) months working notice or pay in lieu of notice that the Member's position is to be abolished effective immediately. In addition to such working notice or pay in lieu, the Member shall receive severance pay in the amount of one (1) month pay for each full year of service to a maximum of twelve (12) months.
- 18.02 If eligible, the Member may choose to retire pursuant to the Local Authorities Board Pension Act on the date of termination pursuant to 18.01.
- 18.03 A Member may volunteer for redundancy. If agreed by the Vice President, Academic and Research, the Member may enter into an agreement regarding the notice period. At the end of the notice period, the Member will receive severance pay in accordance with subsection 18.01.
- 18.04 A Member who voluntarily enters into an agreement with the Vice President, Academic and Research will be deemed to have resigned and shall forego all other considerations under subsections 18.06 and 18.12.
- 18.05 If there is still a redundancy, the Board shall then consider the qualifications, experience and competence of the Members in the program, and when those factors are considered relatively equal among two or more Members, the decision as to which Member is to be declared redundant shall be governed by the Members' relative length of continuous employment with the Board, including any authorized leaves.
- 18.06 The rights as set out in Sub-sections 18.07 through 18.12 will be accrued by a permanent Member who:

- a) has more than two (2) years of continuous employment immediately preceding the notice of position abolishment; and
- b) has not elected, in writing, to retire pursuant to 18.02, and
- c) has the ability to perform the duties and to assume the responsibilities of a comparable position with a comparable salary. Positions are considered to be comparable when the academic staff member's qualifications meet the criteria of the comparable position as established by the Associate Vice President, Academic or the Chair.

18.07 A Member whose position has been abolished shall be vested with the right to be appointed to the first available comparable position through competition limited to such Members, such vesting to last one hundred and eighty (180) consecutive calendar days commencing with the day following release of the Member. The Employer shall undertake to notify those Members of all such available positions.

18.08 Throughout the application of 18.06 Members shall be eligible for comparable positions in order of merit, except where two (2) or more Members have relatively equal merit, they shall be eligible for positions in order of their seniority. Members appointed to a comparable position will serve a probationary period in accordance with Article 9.

18.09 A Member who refuses without good and satisfactory reason to accept the comparable position, with the same or a higher maximum salary as the position the Member was in upon position abolishment, shall forfeit all vested rights pursuant to 18.06.

18.10 Should a Member be rehired to a comparable permanent position during the one hundred and eighty (180) consecutive calendar days following termination, the severance paid to the Member under 18.01 shall be repaid proportionately to the Employer.

18.11 When probation in the comparable permanent position is unsuccessful pursuant to Article 9, the portion of the original severance pay that was repaid by the Member to the Employer will be returned forthwith to the Member.

18.12 Pursuant to Sub-section 18.06(c), expenses shall be paid by the Employer in accordance with current Travel Expense Guidelines.

ARTICLE 19 – DISCIPLINE, SUSPENSION, AND DISMISSAL

19.01 A notice in writing setting out the specific grounds for a discipline, suspension or dismissal shall be delivered by registered mail or in person to the Member and shall state the effective date and duration of the suspension or discipline. All such correspondence will be deemed to have been received 10 days after notification of an attempted delivery has been provided to the recipient.

19.02 The Association shall advise the President in writing of those Members who elect to have notice of suspension and/or discipline forwarded to the Association. The President agrees to notify the Association within five days of the name and position

of each Member declared redundant, suspended, or who has been disciplined under Articles 18, 19, or otherwise.

- 19.03 No Member shall be terminated, dismissed, suspended, disciplined, or demoted without just cause, except as stipulated in Article 18.
- 19.04 Except as stated in Article 9.08, a Member receiving notice of dismissal, suspension, or discipline shall have the right to the Grievance Procedure as set out in Article 20 of this Agreement.
- 19.05 In the case of a successful dismissal of a Member, the Member shall be paid for all vacation earned to the effective date of dismissal. Such payment shall be applied toward any salary paid during any appeal period, and the Member shall get payment only in excess of such reimbursement.
- 19.06 Members shall receive a copy of any disciplinary notice to be placed in their personnel file. Any such notice shall be clearly identified by title as being a disciplinary notice.
- 19.07 Members who have been subject to disciplinary action may request, after 24 months of continuous service from the date when a specific disciplinary measure was invoked, that their personnel file be purged of any record of that disciplinary action. Such request will be granted providing the Member's file does not contain any further record of disciplinary action during that 24-month period.
- 19.08 The Member shall be notified in writing that the requested removal of the disciplinary record has been effected. The requested removal and notice referred to herein shall not form part of the Member's personnel file.
- 19.09 A Member who is to be interviewed with regard to a disciplinary matter shall be entitled to have a representative of the Association at the meeting.
- 19.10 Members who are to be interviewed with regard to a disciplinary matter shall be informed of their right to have a representative of the Association present at the meeting under 19.09.

ARTICLE 20 – DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES

20.01 Informal Dispute Resolution Procedure

- 20.01.01 To promote the earliest possible resolution of disputes arising out of this Agreement issues should be brought forward for discussion with the appropriate parties with the intent of informal dispute resolution.

- 20.01.02 The parties agree that grievances should not be won or lost on the technicality of the form but should be decided on the provisions and merits provided in this Collective Agreement so that the dispute may be reasonably, equitably, fairly, and finally resolved with simplicity and dispatch.
- 20.01.03 The parties agree that local resolution of disputes is preferred; therefore, disputes should first be attempted to be resolved through communication, problem solving and negotiation. If a satisfactory agreement is not achieved then the parties agree to submit the complaint or dispute to mediation. If mediation fails to produce an agreement then the dispute will be submitted to arbitration for an award.

20.02 Grievance Procedure

- 20.02.01 Days mean working days but shall not include those days in which a Member is ill to a maximum of five days, exclusive of statutory holidays.
- 20.02.02 All grievances and all replies at all steps of the procedure shall be delivered in writing, in person, or by registered mail to the responsible parties. All such correspondence will be deemed to have been received 10 days after notification of an attempted delivery has been provided to the recipient.
- 20.02.03 A grievance is a dispute by the Board, the Association, or a Member as to the interpretation, application, administration or alleged contravention of a specific provision of this Collective Agreement, or as to whether any dispute can be the subject of a grievance.
- 20.02.04 A grievance must be in writing and specify a full and complete statement of the difference, the article or articles on which the grievance is based and the particular relief or compensation desired on behalf of the grievor.
- 20.02.05 A grievance not presented within 15 days from the date of the grievor's knowledge of the alleged cause of complaint is abandoned, except as provided in Articles 20.04 and 20.05.

20.03 General

- 20.03.01 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned except as outlined in Articles 20.04 and 20.05.
- 20.03.02 If an official of the College fails to reply to a grievance within the time limits set out at any step, the grievor must submit the grievance to the next step of the Grievance Procedure, provided a mutual agreement to extend time limits has not been obtained.
- 20.03.03 At any step of the Grievance Procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

- 20.03.04 At a meeting at any step of the Grievance Procedure, the Member may request the representation of the Chair of the Association Grievance Committee or designate.
- 20.03.05 It is understood that nothing contained in this Article shall prevent a Member from presenting personally a grievance up to and including a Hearing by a single arbitrator without the assistance of any other person. However, in the case of an individual Member's grievance, if Association assistance has not been secured, then the "parties" referred to in Article 20.11 will be the Board and the Member.
- 20.03.06 The Board and the Association shall, in the case of an Association or Board grievance, each keep the other advised in writing as to the name of its respective representative authorized to act on its behalf under the Grievance Procedure.
- 20.03.07 In any grievance, a grievor or any Member required to attend or called as a witness to attend any meeting or hearing at any stage of the Grievance Procedure shall not be required to take time off without pay or holiday time to facilitate such appearance.

20.04 Member Grievance

- 20.04.01 When a grievance is initiated by a Member, the Member shall inform the Association in writing and shall provide the Association with copies of all replies at each step of the Procedure.
- 20.04.02 A Member who claims to have been disciplined, suspended or dismissed without just cause shall, within 10 days of being so advised, present a grievance in writing to the President, commencing at Step 2, and the President shall convene a meeting and give the grievor a decision in accordance with the provisions of Step 2 (Article 20.09.04).
- 20.04.03 If the grievor is not satisfied with the decision of the President, the grievor shall, within 15 days of receipt of the President's decision, by notice in writing to the Board, refer the matter to arbitration, as provided in Step 3 (Article 20.09.05).

20.05 Association Grievance

- 20.05.01 The Association shall have the right to file a grievance based on a dispute directly with the Board as per Article 20.02. Such grievance shall not include any matter upon which a Member would be personally entitled to grieve and the regular Grievance Procedure shall not be bypassed except where the Association establishes as per Article 20.02 that the Member has not grieved or has abandoned the grievance.
- 20.05.02 Such grievance shall be submitted in writing, by the Association President to the Director of Human Resources or other officer as designated by the President, within 15 days of the occurrence or origination of the circumstances giving rise to the grievance and shall commence at Step 1 of the Grievance Procedure (Article 20.09.03).
- 20.05.03 For the purpose of this clause in Step 1, reference to the immediate supervisor means the Director of Human Resources (or designate), and reference to the Member means the Association.

20.06 Board Grievance

- 20.06.01 The Board shall have the right to file a grievance as per Article 20.02. Such grievance shall be in writing, signed by the President or designate, and referred to the Association President within 15 days following the occurrence or origination of the circumstances giving rise to the grievance.
- 20.06.02 Failing settlement at a meeting between the President (or designate) and the Association President (or designate) held within 15 days of the presentation of the grievance, the Association shall give the Board its written reply to the grievance within 15 days following the meeting.
- 20.06.03 Failing settlement, such grievance shall be referred to a single arbitrator as set out in Article 20.11 within 15 days of the date the Board receives the Association's reply.

20.07 Board/Association Grievance

- 20.07.01 Notwithstanding anything stated in earlier subsections of this Article, in those situations of either an Association or a Board grievance, either party may request, and, if mutually agreed to by the President and the Association, the President may initiate a grievance at an agreed upon higher stage.

20.08 Complaints

- 20.08.01 It is the mutual desire of the parties hereto that the complaints of Members be adjusted as quickly as possible and it is understood that any Member who has a complaint shall discuss it with the immediate supervisor, unless mutually agreed to have another person(s) in attendance.
- 20.08.02 The immediate supervisor's response to the complaint shall be given in writing within five days after discussion with the Member.
- 20.08.03 With agreement of the Member, the Association, and the President, time limits set out in this Article can be extended to establish processes for informal dispute resolution.
- 20.08.04 Where settlement of a complaint is reached through the process of informal dispute resolution, a written memorandum will be prepared setting out the particulars of settlement and the memorandum will be signed by the parties.

20.09 Grievance

- 20.09.01 Failing settlement of a complaint, it shall be taken up as a grievance in the following manner and sequence provided it is presented within 10 days of receipt of the immediate supervisor's reply to the complaint.
- 20.09.02 Reasons supporting the grievance and for its referral to a succeeding step shall be set out in the grievance and the document referring it to the next step; however, failure to identify and to provide relevant information shall not preclude the right to introduce such information at a later stage providing such information was not deliberately excluded at an earlier stage. Similarly, the Board's written decision at each step shall contain reasons supporting the decision.
- 20.09.03 **Step 1:** The Member shall present a signed grievance in writing to the immediate supervisor.
- 20.09.03.1 The immediate supervisor shall arrange a meeting within 10 days of the receipt of the grievance at which the Member, the Vice-President, Academic and Research and the immediate supervisor shall attend to discuss the grievance.
- 20.09.03.2 The immediate supervisor and the Vice-President, Academic and Research will give the grievor their decision in writing within 10 days following the meeting.
- 20.09.03.3 If the grievor is not satisfied with the decision at Step 1, the grievance shall be presented in writing to the President of the College within 15 days of receiving the decision.
- 20.09.04 **Step 2:** Within 15 days of receiving the grievance, the President shall convene a meeting concerning the grievance at which the grievor shall have the opportunity to be present and to present evidence in support of the grievance.
- 20.09.04.1 The President shall give the grievor a decision in writing within 20 days of having received the grievance.
- 20.09.04.2 The President and the grievor may have such person(s) in attendance to present pertinent information as either deems necessary, providing throughout that the President has the right to manage the hearings in an orderly fashion to ensure a fair and proper hearing of the issues.
- 20.09.05 **Step 3:** In the event that any grievance has not been satisfactorily settled at Step 2, the matter shall then, by notice in writing to the other party within 15 days of the date of receipt by the grievor of the decision of the College President at Step 2, be referred to arbitration.

20.10 Mediation Procedure

- 20.10.01 At any time before a notice to refer a matter to arbitration is made under this Article, the Board and the Association may agree in writing to seek the assistance of a mediator to resolve a grievance.
- 20.10.02 If the grievance has been initiated by a Member, the Association must have the Member's agreement to participate in mediation.
- 20.10.03 Where the Board and the Association agree to seek the assistance of a mediator, they will meet to decide upon a person to act as mediator. If they are unable to agree upon a person to act as mediator, either the Board or Association may request the Chair of the Labour Relations Board to appoint a person.
- 20.10.04.1 The mediator will meet with the parties forthwith to assist the parties to resolve the grievance.
- 20.10.04.2 The mediator will schedule a Mediation Conference at the first available time agreeable to the parties.
- 20.10.04.3 The mediator will describe the expectations, procedures and rules of the Mediation Conference respecting each party's opportunity to talk, order of presentation, decorum, discussion of unresolved issues, use of caucuses, and confidentiality of proceedings.
- 20.10.04.4 The parties will come to the Mediation Conference prepared with all evidence and documentation necessary to discuss their respective cases.
- 20.10.04.5 When the mediator feels that the joint discussions are no longer yielding progress, the Mediator may meet with each party separately in caucus. In this situation the mediator is not serving as an advocate for either party but is an agent of reality for the parties, singly and collectively.
- 20.10.04.6 The mediator shall attempt to reduce the differences between the parties and resolve the grievance.
- 20.10.04.7 If a resolution of the grievance is possible the mediator will have the parties negotiate the final terms of settlement jointly. The mediator will verify the specifics of the resolution of the grievance and make sure that the terms are comprehensive, specific, and clear.
- 20.10.04.8 If the parties reach agreement, then the mediator will put the terms in writing in the form of a voluntary award. The parties will sign the award and indicate the place and date of its making. The mediator will forward a copy to each of the parties. The written voluntary award is the mediator's report.
- 20.10.05 If the parties fail to achieve a resolution of the grievance, the mediator will prepare a report to the parties recommending how the grievance should be resolved. The parties are not bound by the recommendations of the mediator, unless they agree in writing.
- 20.10.06 The Board and the Association shall share equally the cost for and expenses of the mediator.

20.10.07 Where mediation does not resolve the grievance, the Board, the Association or the Member may serve notice in writing to the other parties to proceed with the grievance at the step where the grievance was, prior to mediation. This notice must be made within 15 days of the mediator's report under 20.10.05.

20.11 Arbitration

Within 10 days after the notice to refer the matter to arbitration has been received, the parties shall meet in an attempt to select a single arbitrator. If within 5 days after that first meeting the parties are unable to mutually agree upon an arbitrator, either party may request the Chair of the Labour Relations Board to appoint a person to act as an arbitrator.

20.11.01 Upon being appointed, the arbitrator shall commence a hearing as soon as possible and advise the parties of the hearing date.

20.11.02 The arbitrator has the authority to determine appropriate procedures to ensure a full and fair hearing.

- a) to summon the attendance of Olds College employees to give oral or written evidence on oath,
- b) to request access to any documents or other materials relating to the matter,
- c) to see any evidence or hear any witnesses that either party wishes to present, and
- d) to keep a record of any proceedings.

20.11.03 The arbitrator shall not add to, detract from, or modify the language of any Article in this Agreement.

20.11.04 The arbitrator shall be confined expressly to the precise issue submitted to arbitration and shall have no authority to make a decision on any other issue.

20.11.05 If the parties settle the dispute during the arbitration, the arbitrator shall terminate the arbitration and shall record the settlement in the form of an award.

20.11.06 Where disciplinary action against a member is involved, the arbitrator may vary the penalty as the arbitrator considers fair and reasonable.

20.11.07 Prior to the hearing, the arbitrator may request that the parties submit written briefs containing details of the factors surrounding the matter referred to arbitration.

20.11.08 The arbitrator shall normally submit a report of findings and a decision within 10 days following completion of the hearing to the President, the President of the Association, and any other grievor.

- 20.11.09 Where the arbitrator is unable to comply with the time limit in 20.11.08 all parties concerned shall be notified in writing.
- 20.11.10 The decision of the arbitrator is final and binding on all parties.
- 20.11.11 The arbitration is terminated when the arbitrator makes a final award disposing of all matters in dispute that had been referred to arbitration.
- 20.11.12 The arbitrator will retain jurisdiction and will provide further explanation of the award or the reasons on which it was based.
- 20.11.13 If the designated arbitrator can not conduct or complete the arbitration, the parties shall select an alternate arbitrator and commence the proceedings as mutually agreed.
- 20.11.14 The cost for and the expenses of the arbitrator will be shared equally by the parties.
- 20.11.15 The expenses of witnesses called by the arbitrator will be shared equally by the parties.
- 20.11.16 The expenses of witnesses called by the arbitrator at the request of one of the parties shall be borne by that party.

SECTION 4 SALARIES & BENEFITS

ARTICLE 21 – SALARIES

21.01.01 Effective July 1, 2009 to June 30, 2010, the salary schedule below (4.3% increase) shall apply to Members:

Step	Annual	Bi-Weekly	Salary Maximums
1	68,472.95	2,633.58	
1.5	70,072.91	2,695.11	Step 1 + ISWS
2	71,645.76	2,755.61	
2.5	73,218.60	2,816.10	Step 2 + ISWS
3	74,818.56	2,877.64	
3.5	76,391.41	2,938.13	Step 3 + ISWS
4	77,991.37	2,999.67	
4.5	79,564.21	3,060.16	Step 4 + ISWS
5	81,164.17	3,121.70	
5.5	82,737.02	3,182.19	Step 5 + ISWS
6	84,336.98	3,243.73	
6.5	85,909.82	3,304.22	Step 6 + ISWS
7	87,509.79	3,365.76	Journeyman Certificate, College Certificate, College Diploma, Accounting designation without undergraduate degree or up to and including a four-year Canadian university degree, or its equivalent.
7.5	89,082.63	3,426.26	Step 7 + ISWS
8	90,682.59	3,487.79	Two bachelor's degrees, university graduate diploma, Accounting designation with undergraduate degree, or Step 7 qualifications plus one year of recognized pedagogical training.
8.5	92,255.44	3,548.29	Step 8 + ISWS
9	93,855.40	3,609.82	Masters
9.5	95,428.24	3,670.32	Step 9 + ISWS
10	97,028.20	3,731.85	DVM / Ed. D / 2 Masters
10.5	98,601.05	3,792.35	Step 10 + ISWS
11	100,201.01	3,853.89	Ph.D.
11.5	101,773.85	3,914.38	Ph.D. + ISWS

NOTE: See Appendix A for 2010 and Appendix for 2011.

21.01.02 The Parties agree to open for the renegotiation of the Pay Schedule for rates effective July 1, 2010 and July 1, 2011. Either Party may, within 60 days of this award or within any longer period that may be mutually agreed to by the Parties, by notice in

writing, require the other Party to the Collective Agreement to commence bargaining on the Pay Schedule Re-opener. If the Parties are unable to reach an agreement as a result of negotiation noted above, the dispute will be subject to the dispute resolution process set out in Article 4 of this agreement, but restricted solely to the issue of the pay schedule rates.

21.02 Pay – General

- 21.02.01 Pay date shall be every second Friday for all Members. In the event of a holiday falling on a pay date, automated deposits shall be made on the preceding banking day.
- 21.02.02 The College shall, at the time of making payment of wages to a Member, furnish a pay statement outlining the period for which the payment is made, the rate of wages, details of any additional payment such as Coordinator stipends, overtime, payments in lieu of vacation, and details of all deductions made. This pay statement may be in the form of an electronic notification to an address provided by the Member.
- 21.02.03 If an error occurs in a Member's pay, it will be rectified by the College as soon as possible.

21.03 Initial Placement

- 21.03.01 Initial placement on the salary grid will be according to basic qualification levels defined in this article and will be based on the recommendation of the Vice-President, Academic and Research to the President. Placement shall be based on appropriate educational qualifications, work, industrial, and/or educational experience.
- 21.03.02 Generally, credit shall be one year for one year of related experience at initial placement. Recognition for work experience may not be double counted as requirements for a credential and also for appropriate work or industrial experience (e.g. work experience required to earn a journeyman's certificate).
- 21.03.03 Where market conditions make it difficult to attract candidates to academic positions, the Vice-President, Academic and Research may make exceptions to the salary grid.

21.03.04 Salary Maximums for Basic Qualifications

Step 7 Basic Qualification Level (1)

Journeyman Certificate, College Certificate, College Diploma, Accounting designation without undergraduate degree, or up to and including a four-year Canadian university degree; or its equivalent.

Step 8 Basic Qualification Level (2)

Two bachelor's degrees, university graduate diploma, Accounting designation with undergraduate degree, or Step 7 qualifications plus one year of recognized pedagogical training.

Step 9 Basic Qualification Level (3)

Master's degree from a Canadian university; or Step 8 qualifications plus one year of recognized pedagogical training.

Step 10 Basic Qualification Level (4)

DVM; Ed.D.; two masters degrees; or Step 9 qualifications plus one year of recognized pedagogical training.

Step 11 Basic Qualification Level (5)

Ph.D.; Step 10 qualifications plus one year of recognized pedagogical training; or any combination of appropriate recognized degrees, diplomas, journeyman certificates, and recognized pedagogical training.

21.03.05 Pedagogical Training and Course Equivalency Definition

- 21.03.05.1 Upon the Chair's recommendation to the Vice-President, Academic and Research credit for movement from one qualification level to the next higher will be granted for recognized pedagogical training, work experience, short courses, seminars, or any other program recognized by the Vice President.
- 21.03.05.2 Credit for such activities will be recognized for any portion of a whole year of equivalent post-secondary education as determined by the Vice-President, Academic and Research and will be accumulated to allow a Member to build up full credit over a period of five years.
- 21.03.05.3 Approval for such partial credit must be received in writing from the Vice-President, Academic and Research in advance of the activity occurring.
- 21.03.05.4 Salary recognition for such activities will occur at the half-way point between levels of qualification and at the completion of the full year of additional qualifications. A record of credit granted will be kept in the Human Resources Office.
- 21.03.06 All degrees and diplomas conferred outside of Canada must be equivalent to a Canadian university degree or Canadian college diploma.
- 21.03.07 In the case of any dispute as to the equivalent value, the matter shall be referred to the International Qualifications Assessment Branch of the Alberta Government for a decision.

- 21.04 A Member's salary will be increased one step on his anniversary date given satisfactory performance and provided that he has not yet reached his maximum.
- 21.05 An Academic Staff Member covered by this agreement who is required to accept the responsibility and carry out the duties incident to his expertise to that which he normally holds shall create an invoice for services at the appropriate fee schedule or appropriate commercial rate. This may include such services as, but not limited to veterinarian service, engineering service, agronomic service or other activities which would not normally be considered as part of an academic workload.
- The Member and his Chair shall meet to agree on the terms and conditions for such fee for service contract. A copy of the fee for service contract shall be forwarded to the Association.
- 21.06 Chair Allowance of twenty-five percent (25%) of the appointee's regular salary as determined by the appointee's step placement on the salary grid will be paid to a Chair for the duration of the Chair appointment. The Chair allowance will be no less than twenty-five percent (25%) of a Step 7 salary.

ARTICLE 22 – BENEFIT PLANS

22.01 Participation and Plans of Insurance

- 22.01.01 The Board will continue to participate in or arrange for employee participation in the existing agreed upon employee benefit plans concerning:
- Long-term disability insurance
 - Group life insurance with optional and dependents coverage available
 - Accidental death and dismemberment
 - Extended health care including out-of-country coverage
 - Dental coverage
 - Local Authorities Pension Plan
 - Employment Insurance Plan
 - Canada Pension Plan
- 22.01.02 The Board shall effect and keep in force an adequate policy or policies insuring all employees against liability in respect of any claim for damages or personal injury, when acting in the course of their employment.
- 22.02 Any detrimental changes to the above plans shall not be undertaken without the express written consent of the Association.

22.03 Benefit Plans and Costs

- 22.03.01 The Board and the Association agree that all Members shall be covered under the following plans, except as specifically disallowed or exempted by legislation or by the regulations of the underwriting plan carrier.

22.03.02 Employment Insurance, Canada Pension Plan, Workers' Compensation, and Local Authorities Pension Plan shall be paid as required by government legislation.

22.03.03 The Board and the Members shall each pay the costs of the premiums of the plans identified in Article 22.01 on the following basis:

Benefit Plan	Board Paid	Member Paid
Extended Health Care	100%	0%
Dental Care	100%	0%
Vision Care	100%	0%
Accidental Death and Dismemberment	100%	0%
Life Insurance	50%	50%
Optional Additional Life	0%	100%
Dependents Life Insurance	0%	100%
Long-Term Disability Insurance	0%	100%

22.03.04 The Board shall create a health spending account in the amount of \$400.00 per annum for each Member who is eligible for benefits in accordance with Article 22. Permanent part-time and temporary full-time Members shall be entitled to a health spending account on a pro-rata basis. Amounts remaining in the health spending account of a Member at the end of any one fiscal year may carry forward and these amounts must be used by the end of the following fiscal year or forfeited. The health spending account shall be administered by a third party and maintained in accordance with federal and provincial legislation and regulation.

22.04 For all Members who accepted the transfer of employment with the Board of Governors of Olds College on April 1, 1978, the Board will recognize their total years of service at Olds College for the purpose of determining seniority.

22.05 The Board shall continue to provide at no cost telephones (excluding personal long distance calls) and office supplies.

The Board shall continue to provide at no cost plug-in parking and coffee and juice for coffee breaks until Sept. 1, 2011. Thereafter, parking rates shall be consistent with those paid by other employees of the College.

- 22.06 Olds College will waive up to a maximum of \$200 per annum per Member to be applied against the cost of the Member or the Member's immediate family taking courses being run on a cost recovery basis. The tuition waiver is subject to minimum enrolment requirements being met without including staff or their family members and that inclusion of staff or their family members will not exceed maximum enrolment.
- 22.07 All College fees will be waived for a Member and the Member's immediate family taking regular College credit and short courses. This will not apply to programs being run on a cost recovery basis or to funds being collected on behalf of others.
- 22.08 Permanent Part-time Members shall be entitled to benefits on a pro-rata basis.
- 22.09 Immediate family for purposes of this Article shall mean the Member's spouse, and dependants as defined by the Income Tax Act.

ARTICLE 23 – VACATION

- 23.01 A Member who has completed one full academic year of service with the Board shall be entitled to a vacation of 44 days as scheduled by the Board.
- 23.02 Members who consent to instruct during the scheduled vacation period shall be paid at the rate of 10% of annual salary per additional month worked or on a pro rata basis for portions thereof.
- 23.03 A Member instructing in a continuous program shall not be required to instruct for more than 12 consecutive months without a scheduled vacation of at least one month.
- 23.04 Members, including Temporary Full-time Members, who have completed less than one full academic year of service with the Board shall be entitled to a vacation of one day for each week worked to a maximum of 44 days as scheduled by the Board.
- 23.05 In scheduling vacations, the Board will take into consideration the maintenance of proper and efficient staffing of College programs and operations and the requests of Members.
- 23.06 In situations where vacations are scheduled other than during the usual vacation period, the College shall normally notify the Member of the vacation period at least eight weeks prior to the commencement of the vacation period concerned.
- 23.07 It is understood that following notification of vacation periods, vacation schedules may be changed in circumstances beyond the Board's control or by mutual agreement.

- 23.08 The Member's vacation entitlement will be scheduled during the June-July-August period, unless otherwise agreed to by both parties. Vacation entitlement may be taken at any time of the year subject to the approval of the appropriate Chair and the Vice-President, Academic and Research.
- 23.09 Recognizing the exigencies of instructional demands throughout the full calendar year, those Members who, by virtue of their instructional assignments and related duties, could not take their full vacation entitlement will be allowed to carry over a maximum of 44 days over and above a current year's entitlement.
- 23.10 In the event of termination of employment, for any reason, the Member will forfeit any vacation in excess of 88 days. The payout of carry-over will be calculated on the Member's current salary.
- 23.11 In any one year, a Member shall not carry over in excess of 22 days unless the President has entered into a mutual agreement with that Member, where that Member is required to work during the normal vacation period. A copy of such agreement shall be signed by both parties.
- 23.12 By April 30 of each year, the President shall provide to each Member a statement of current vacation entitlement. This statement shall clearly identify as a separate item any carry-over entitlement.

ARTICLE 24 – HOLIDAYS

- 24.01 Members are entitled to the following paid holidays:

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

- 24.02 In addition to the holidays contained in Article 24.01, Members shall be granted the work days between Boxing Day and New Year's Day as a Christmas Break, or, if required to work on those days, shall receive overtime rates for each day or part thereof worked.
- 24.03 If Christmas Day, Boxing Day, or New Year's Day falls on a weekend, days in lieu of shall be designated either before December 25 or after January 1.
- 24.04 When a holiday as defined in Article 24.01 falls within the normal vacation period of a Member or Counsellor who is working an eleventh month as referred to in Article 23, an additional day off at a date mutually agreed upon shall be granted.

- 24.05 When a holiday as defined in Article 24.01 falls on a Saturday or Sunday, the President shall designate a day in lieu thereof. When a Member is required to work on a holiday as defined in Article 24.01, the President shall designate a day in lieu thereof.
- 24.06 Requests for leave without pay on religious holidays will be considered provided that adequate notice of the request is given.

ARTICLE 25 – BUSINESS TRAVEL

- 25.01 Members authorized to use their private vehicle on approved College business, or who are required to travel in the performance of their duties, shall be paid mileage and be reimbursed personal and other travel expenses in accordance with the Board's *Travel Guidelines Policy*.
- 25.02 A Member using a College vehicle on approved College business shall be reimbursed personal and other travel expenses in accordance with the Board's *Travel Guidelines Policy*.
- 25.03 The Board shall maintain a current travel expense policy comparable to provincial government rates.
- 25.04 Medical expenses incurred while travelling on College business outside of Canada shall be paid in accordance with the terms and conditions of the benefits policies carried by the College.
- 25.05 Extraordinary or emergency expenses, including transportation, not otherwise covered by the College's benefits policies, shall only be paid or reimbursed provided that prior approval from the College is obtained.
- 25.06 Where it proves impractical to obtain the College's prior approval as set out above, the Board at its discretion may reimburse the Member, but the onus shall be on the Member to justify the costs incurred.

ARTICLE 26 – SICK LEAVE

- 26.01 All Members as designated by the Board shall take part in a Long-Term Disability Insurance Plan. The Member shall pay 100% of the cost of such insurance as per Article 22.
- 26.02 The Board shall pay salary to a Member in the following manner:
- a) After the first three months of employment, and during any subsequent year during the currency thereof, a Member shall be entitled to full salary during illness until the Member qualifies for Long-Term Disability Insurance.
 - b) If so requested by the President, Members shall present a certificate of illness from a qualified medical practitioner where they are absent for a period of five or more consecutive days.

c) Leave with pay due to illness shall be for a maximum of 60 working days or three calendar months, whichever is less. This entitlement shall be reinstated in the case of a new or recurring illness.

d) Benefits will continue during the period of illness under (c).

26.03 After the illness period has expired under Article 26.02 (c), the Member will commence on long-term disability upon approval of the carrier of the Long-Term Disability Insurance Plan.

26.04 A Member may be required to supply a certificate of fitness from a qualified medical practitioner certifying medical fitness to return to work, and such certificate shall be conclusive of the Member's fitness at that time.

ARTICLE 27 – DISABILITY MANAGEMENT

27.01 Where a temporary or permanent injury occurs to a Member as a result of accident or illness and the Member is unable to return to the Member's position, the President and the Association may determine if alternative employment placement is possible.

27.02 Where an alternative employment placement is established, it will be based on the agreement of the President, the Association, and the Member, and that agreement will contain such terms and conditions as are appropriate for the placement.

ARTICLE 28 – FACULTY PROFESSIONAL DEVELOPMENT

28.01 The Board recognizes that a requirement of the position of a Member is the need to continually upgrade individual technical skills and professional competencies through activities resulting in positive programs toward the attainment of individual and organizational goals and objectives.

28.02 To achieve these goals, a Faculty Professional Development Fund shall be maintained as per this Article and administered as outlined in *The Faculty Professional Development Policy*. Changes to the Policy shall not be made without the express written consent of the Association.

28.03 Categories shall include Short-term Development, Long-term Leave, Extended Program of Study, and Industrial Attachment as identified in *The Faculty Professional Development Policy*.

28.04.01 The Faculty Professional Development Committee (the Committee) will recommend a budget and upon approval will allocate funding in response to applications and priorities. The annual budget of the Committee will be set at a level no less than 3% of the total salary budget for the first three categories of faculty (Permanent Full-time, Permanent Part-time, and Temporary Full-time). It will be made up of the annual interest earnings from the Faculty Development Endowment Fund, minus the amount reinvested in the endowment, and an annual allocation from the College operating budget.

- 28.04.02 The Faculty Development Endowment Fund shall accumulate in a restricted account(s) for the purpose of funding annual professional development activities for Faculty Members.
- 28.05 Olds College shall be responsible for investing the Faculty Development Endowment funds in accordance with the College's Investment Policy. An annual report detailing all fund financial activity shall be given to the Association at the completion of the College's consolidated audit.
- 28.06 The Committee shall consist of five members as follows:
- Association Representation: four voting Members. Two Members will be elected at the Annual General Meeting for two-year terms.
 - Board Representation: The Vice-President, Academic and Research shall serve as the Chair of the Committee.
 - The Chair will vote only in the case of a tie.
 - Human Resources Department: one non-voting member who will provide administrative assistance.
- 28.07 The Committee shall be responsible for:
- The evaluation and appropriate recommendation of all applications submitted under Article 28;
 - The maintenance of appropriate records;
 - The annual allocation of the specific percentage of funds for each of Short-term Development, Long-term Leave, Extended Program of Study, and Industrial Attachment. A maximum of 70% of the annual budget shall be allocated to Short-term Development;
 - The reallocation of accumulated funds;
 - The preparation of an annual report and expenditure summary to be submitted to the Board and the Association Executive by October 1 of the next fiscal year.
- 28.08 The Board recognizes that in some circumstances it is to the advantage of the College to have a Member registered as a member of a professional association.
- 28.09 Upon application by Members to their Chair and with written approval, the Board agrees that such memberships shall be paid by the College on behalf of the Member.
- 28.10 The terms, conditions and procedures related to the granting of Faculty Professional Development funding shall be established and reviewed on a term consistent with this Agreement and set out in *The Faculty Professional Development Policy*.

- 28.11 All Members shall be eligible to apply for Short-term Development funding. Only Permanent Full-time and Permanent Part-time Members shall be eligible for Long-term Leave, Extended Program of Study, and Industrial Attachment funding.
- 28.12 All applications shall be reviewed by the Committee and the Association will be notified of those Members approved for extended leave.
- 28.13 All Members on professional development leave with pay shall be covered for 100% of all benefits while on such leave unless the carrier contract disallows such.
- 28.14 Statutory holidays shall be paid at the Member's reduced rate of pay. The Members shall earn normal vacation at their full rate of pay, and such vacation shall be used as part of the leave.
- 28.15 Members on professional development leave without pay shall not earn vacation time but shall be allowed to maintain all appropriate benefits at their cost.
- 28.16 Appropriate arrangements for monthly payments shall be made with the President before starting such leave without pay.
- 28.17 All Members who have completed their probationary period shall be eligible for Long-term Leave, Extended Program of Study, or Industrial Attachment in accordance with *The Faculty Professional Development Policy*.
- 28.18 It is the responsibility of the Committee to determine the exact level of support to be provided, but the combination of outside support and College extended support shall not exceed 100% of salary.
- 28.19 Retraining necessary to maintain a Member's qualifications at the requirements of their professional association shall be eligible for funding from the Faculty Professional Development Fund.
- 28.20 In the event of a Member's death prior to the completion of the return service commitment, the Board shall release the Member's estate from any liability.
- 28.21 At professional development year end, normally June 30, any unused funds shall be returned to a restricted faculty professional development fund in the Development Office to be used to offset deficits in coming years.

SECTION 5 WORKPLACE ENVIRONMENT

ARTICLE 29 – LEAVES OF ABSENCE

29.01 Subject to the approval of the President, leaves of absence with or without pay may be granted for any reason other than those referred to in this Article. Members shall make application in writing giving adequate and reasonable notice of leave and the reasons therefore. Members shall be re-engaged in their former appointment if available and, if not available, a comparable appointment without loss of seniority.

29.01.01 In all cases of leave of absence without pay, Members shall have the right to maintain benefits by paying 100% of the premium cost, where the carrier permits, on a monthly basis.

29.02 Maternity, Paternity, and Adoption Leave

29.02.01 A Member who has completed at least 12 months of continuous service for the Board shall, upon written request, be entitled to maternity leave for a period not to exceed twelve months.

29.02.02 Additional leave of absence of up to two months may be granted upon application. Such leave must commence no later than the date of delivery. Such leave shall be without pay and benefits except as outlined in Article 29.02.04 below.

29.02.03 Where possible, the Member shall give the President at least two month's notice in writing of the day upon which she intends to commence maternity leave, and such leave shall normally commence at the beginning or end of a half semester during the instructional year.

29.02.04 For that portion of a maternity leave where the Member has a valid, health-related reason for being absent from the workplace, she is entitled to sick leave under Article 26 and to the benefits contained in Article 22, subject to the appropriate cost-sharing formula, if any, and the Member providing medical substantiation satisfactory to the Board.

29.02.05 The Board has the option of utilizing an Employment Insurance sub-plan to supplement an eligible Member's Employment Insurance benefits in order to meet its obligations under Article 29.02.04.

29.02.06 A Member who wishes to resume employment upon the expiration of maternity leave or adoption leave as approved shall give the President two months' notice in writing of the day on which employment is to resume, and the Member shall be re-engaged in the former appointment if available and if not available, in a comparable appointment.

- 29.02.07 If, in the event of stillbirth, miscarriage, or other emergency, the Member wishes to return at an earlier date than originally agreed to, she immediately shall inform the President who shall endeavor to arrange for such earlier return.
- 29.02.08 A Member who has completed 12 months of employment, upon written request will be granted leave without pay for a period up to 14 months for the purpose of adopting a child.
- 29.02.09 Male employees will have benefits equal to those of female employees in the case of adoptions and paternity leave, and shall give the same notice as required for maternity leave.

29.03 Jury and Witness Duty

- 29.03.01 Members required to appear for or serve jury duty or who are served with a subpoena to appear as a Court witness shall not have their regular salary reduced for the period concerned, subject to Members' paying the jury duty or witness fees to the Board.
- 29.03.02 Members shall notify their Chair immediately after receipt of notice of selection for jury duty or the subpoena requiring appearance as a witness. The Board may require the Member to furnish a certificate of service from an officer of the Court.

29.04 Government Office

- 29.04.01 Where a Member stands for election as an official of a municipal, provincial or federal government, the President may grant, upon mutual consent and subject to satisfactory replacement, the Member's request for a leave of absence without pay to campaign, following the issuance of a writ of election.
- 29.04.02 If the Member is elected, the President may grant a leave of absence without pay as needed for that Member to fulfill duties as an elected official.
- 29.04.03 Any election activity by Members or duties of elected office shall not interfere with or be disruptive to their duties at the College or they shall be required to take a leave of absence without pay.
- 29.04.04 If Members resign their appointment as a result of election, they shall be considered to have resigned with proper notice.
- 29.04.05 Members who are appointed to a public or private service board, commission, or similar body, shall notify the President and may be granted a leave of absence with or without pay at the discretion of the President.

29.05 College and Non-College Foreign Service

- 29.05.01 Where operational requirements permit and with the approval of the Member's Chair, the Board is prepared to release a Member for foreign service.
- 29.05.02 Such approval shall be given in writing to the Member who shall notify the Association. This leave may be granted with or without pay at the Board's discretion.
- 29.05.03 A Member may be hired by a "temporary employer" for Foreign Service for up to two years, provided that:
- a) The project is relevant to the Member's professional growth, and
 - b) A suitable substitute can be found.
- 29.05.04 Temporary employers include, for example, the Canadian International Development Agency; a foreign government, college, or university; the United Nations, or any agency supplying aid to third world countries.

29.06 Professional Association

- 29.06.01 Upon written request, the Board may allow leave of absence without pay or for the outside organization to purchase release time for a Member elected to an executive position of the Alberta College-Institutes Faculties Association, Association of Canadian Community Colleges, or other educational or professional associations for the term of office provided that the Board can obtain a qualified replacement for the Member.
- 29.06.02 In the case of Article 29.06.01, if the outside organization is unwilling or unable to buy release time, then the Board may at its discretion grant release time with pay for the Member.

29.07 Employee Contribution Leave Of Absence Option Plan

- 29.07.01 Members who wish to participate in the Employee Contribution Leave of Absence Option Plan shall declare their intention by applying to their Chair by April 30 of the year in which the Member wishes to begin the plan.
- 29.07.02 Contributions to the Plan will begin July 1 of that year and continue for a pre-determined number of months which shall not be less than 12 or more than 60 months of payments.
- 29.07.03 Actual implementation of the leave will be upon mutual agreement between the Member and the President, but may not be extended for more than 12 months.
- 29.07.04 All applications shall be passed on to the Vice-President, Academic and Research who shall prioritize applicants as per Articles 29.07.19 and 29.07.20.
- 29.07.05.1 Approval of applications including a signed payroll deduction authorization for the Employee Contribution Leave of Absence Option Plan is the responsibility of the President who shall notify all applicants as to their status by June 1.
- 29.07.05.2 Upon approval, the Member shall indicate acceptance within 10 days or forfeit the approval.

- 29.07.06 The Member shall contribute 15% of salary in each of four years and receive 85% of salary while on leave in year five.
- 29.07.07 Deductions shall be made on a monthly basis.
- 29.07.08 Annual salaries shall be determined from the salary schedule in effect as of July 1 of each year of contribution and contributions will increase automatically on the Member's increment date.
- 29.07.09 The Member may opt out of the Plan at any time before February 28 of the release year, and shall then receive in the following month, the principal collected plus accrued interest computed at the rate paid on the College operating account.
- 29.07.10 Members who choose to stop participation may do so by notifying the Chair in writing. Members who die during the period of contributing to the Plan will have the principal plus accrued interest paid to their designated beneficiary or estate.
- 29.07.11 If regulations permit, a Member opting out of the Plan may request to have the lump sum or portion thereof paid into a Registered Retirement Savings Plan.
- 29.07.12 The Member cannot opt out after February 28 of the year in which the leave is to commence.
- 29.07.13 The Member normally cannot prepay the Plan in order to obtain a more rapid release. However, in special circumstances to allow for orderly planning of College business, the President may allow a Member to make the total contributions over a shorter period.
- 29.07.14 Contributions will normally be made over a consecutive period of months; however, with mutual agreement a Member may postpone contributing for a specified period no longer than 12 months, thereby delaying the release date. Such request for postponement shall not be unreasonably denied.
- 29.07.15 Members already enrolled or accepted for enrollment, while on leave of absence with reduced pay or without pay, may choose to terminate participation, to suspend contributions during the leave of absence, or to continue in the Plan, providing they pay to the College on a monthly basis the predetermined percent of their regular non-leave monthly salary during the period of absence. These arrangements shall be concluded before Members begin their leave of absence.
- 29.07.16 The taking of leave may be postponed for one year by the President for operational reasons, provided that the Member is advised not later than February 28 in the year the leave was to have commenced.

- 29.07.17 The College will continue to pay interest compounded monthly at the rate paid on the College operating account on contributions held on deposit.
- 29.07.18 No more than 10% of the academic staff may be away on an Employee Contribution Leave of Absence Option Plan at one time.
- 29.07.19 If two persons apply for the Plan at the same time, their priorities shall be set as follows:
- a) Seniority as a Member shall increase that person in priority;
 - b) The Board's inability to replace that person shall drop that person in priority;
 - c) Other similar leaves shall drop that person in priority.
- 29.07.20 A Member who is participating in this Plan and who is on general illness leave shall continue to have the predetermined percent of base salary deducted on a monthly basis.
- 29.07.21 A Member's participation in this Plan may, at the option of the Member, be terminated, continued, or suspended for any period during which the Member is receiving LTDI benefits.
- 29.07.22 LTDI benefits will be calculated as though the Member were not participating in the Employee Leave of Absence Option Plan.
- 29.07.23 The period of leave is both pensionable and insurable subject to the regulations of the Local Authorities Pension Plan, the Canada Pension Plan, the Employment Insurance Act, and Canada Customs and Revenue Agency.
- 29.07.24 In terms of employee benefits during the period of leave, the following items are considered:
- a) The Member shall be on leave for the agreed upon period at the predetermined rate of pay, and in addition shall be paid 2% of salary and the leave shall be considered a leave with pay.
 - b) Vacation days shall not be deemed to be accumulating while on leave. All statutory holidays and vacation earned in that year shall be considered to have been taken.
 - c) General illness days cannot be used while on leave except for the 60 days needed for a Member to become eligible for LTDI.
 - d) The Member is entitled to full benefits during the period of leave as if it had been a normal year of employment. All premiums shall be paid in the usual manner in accordance with the provisions of this Collective Agreement.
- 29.07.25 The leave period may count as experience for the purpose of experience increments if mutually agreed upon before the leave commences.
- 29.07.26 Any policy and regulations developed in implementing the Employee Contribution Leave of Absence Option Plan shall be consistent with this Agreement and shall have the same force and effect as though each and every provision therein were recited within the terms of this Agreement.

29.08 Military Leave

- 29.08.01 The Board may grant Military Leave without pay to a Member:
- a) Where such services are required by the Department of National Defence to meet a civil emergency for the duration of the emergency;
 - b) Where, during a national emergency, the Member volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; and
 - c) Where the Member volunteers for military training, special training, or special duty, for a period not exceeding six weeks.
- 29.08.02 Where Military Leave is approved, the Member shall not be required to forfeit any vacation entitlements.
- 29.08.03 Military Leave to attend annual training shall not exceed 10 working days.
- 29.08.04 Members may, at their own cost, maintain benefits during this period.

29.09 Mental or Physical Illness Leaves

- 29.09.01 When, as a result of mental or physical illness, including alcoholism and drug addiction problems, it is desirable for a Member not to instruct or associate with students, the Member shall be entitled to sick leave benefits. Thereafter, the Member shall be entitled to the provisions of Long-Term Disability, subject to the Long-Term Disability Policy identified in Article 26 until reasonably assured by a qualified medical practitioner that a return to duties is in order.
- 29.09.02 The Board reserves the right to have the Member examined at Board expense by a Board approved, licensed medical practitioner.

29.10 Compassionate Leave

Family responsibilities and bereavement leave shall be granted to a Member under the circumstances listed below. The granting of these leaves with pay is subject to Article 29.10.01, and the corresponding maximum length of each are as follows:

- a) Illness within the immediate family—four (4) days
 - b) To take an immediate family member to a medical or dental appointment or to an appointment with school authorities—one (1) day
 - c) Bereavement—four (4) days
 - d) Attend funerals as a pall-bearer or mourner—one (1) day
 - e) Travel time for illness within the immediate family or bereavement—two (2) days
 - f) Executor of estate—one (1) day
 - g) To be present at birth or adoption proceedings of Employee's child—one (1) day.
- 29.10.01 Application of Article 29.10 shall be subject to the following provisions:

- a) Immediate family shall mean wife, husband, son, daughter, mother, father, or a relative whose chief domicile is the Member's residence. The leave of absence for illness within the immediate family may be granted for the purpose of the temporary care of the person that is ill.
- b) Bereavement - leave of absence will be granted in the event of the death of any of the following relations of a Member or a Member's spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them, or a relative whose chief domicile is the Member's residence.
- c) Mourner - leave of absence will be granted where operational requirements permit, subject to the approval of the Member's supervisor.
- d) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved.
- e) Executor of estate shall apply only when the Member has been designated as an executor of the estate for the deceased.

29.10.02 The maximum length of time specified for each circumstance requiring use of family responsibilities and bereavement leave shall not be exceeded; however, family responsibilities and bereavement leave may be granted more than once for the same circumstances within a calendar year, provided the total family responsibilities and bereavement leave granted does not exceed ten (10) working days per calendar year, unless additional family responsibilities and bereavement leave is approved by the Board.

29.11 Unassisted Leave

All Members may be granted unpaid leave for up to two years to take educational training or for personal reasons as may be agreed to by the Member and the Board.

ARTICLE 30 – WORKERS’ COMPENSATION

- 30.01 All Members shall be covered by Workers’ Compensation under *The Workers’ Compensation Act*.
- 30.02 In accordance with The Workers’ Compensation Act, when a Member sustains an injury in the course of duties, the Member and the Member’s supervisor shall report the injury using the required Workers’ Compensation forms for that purpose. The President shall complete and submit the Employer’s Report of Accident to the Workers’ Compensation Board within 72 hours of acquiring knowledge of an accident or alleged incident.
- 30.03 If the injury causes the Member to be absent from work, the Member and the President shall complete and submit the required Workers’ Compensation forms for that purpose to the Workers’ Compensation Board. If the claim is approved by the Workers’ Compensation Board, the Member shall be paid regular salary for a period of 60 consecutive days, providing that any benefits received from the Workers’ Compensation Board for lost wages during this period are assigned to Olds College.
- 30.04 If the Member has not returned to work due to injury when this period has expired, the Member shall then be paid according to the rate prescribed by *The Workers’ Compensation Act* and shall be paid the entitled benefits under the provisions of the Long-Term Disability Plan.
- 30.05 The Board shall pay the Member’s regular salary for the day of the injury, if the injury disables the Member for all or part of the day of the injury. That day will not be deducted from the eligibility period specified in Article 30.03.
- 30.06 The Board shall provide transportation at no cost for an injured Member to the nearest hospital or treatment facility.
- 30.07 The eligibility period for payment of regular salary specified in Article 30.03 will not apply in the event of a recurrence of a disability due to a previously claimed injury payable under this Article, unless the Member has not used the total eligibility period, in which case the unexpended period of eligibility may be applied.

ARTICLE 31 – HEALTH AND SAFETY

- 31.01 The Board and the Association agree to co-operate on Occupational Health and Safety issues including participation on the Occupational Health and Safety Committee.
- 31.02 The Board and the Association recognize that the active support of everyone is required to ensure that appropriate health and safety standards are developed and maintained at the College.

- 31.03 In any situation where the Occupational Health and Safety Committee determines that there is imminent danger to health and safety or that a violation of *The Occupational Health and Safety Act* exists, the Committee shall recommend action to the President or his designate.
- 31.04 The Board will make reasonable provision for the appropriate safety, health, and environmental conditions of air, lights, space, and temperature of Members' work areas in the College.
- 31.05 A complaint of a Member concerning safety, health, and the environmental conditions mentioned herein shall be first presented to and discussed by the Occupational Health and Safety Committee but shall not preclude the provisions of the Grievance Procedure.
- 31.06 Members shall have the right to refuse to work in what they believe to be unsafe working conditions without jeopardy to employment and without loss of pay, providing that this belief is consistent with the guidelines of *The Occupational Health and Safety Act*.

ARTICLE 32 – CLOTHING, SUPPLIES, AND MATERIALS

- 32.01 Protective clothing, specialized clothing, and safety equipment shall be supplied by the Board as required by *The Occupational Health and Safety Act* and the regulations thereto. Additional specialized clothing not covered by the foregoing *Act* deemed necessary by the appropriate Chair shall be supplied by the Board. Cost and safety standards must be determined between the Chair and the affected Members before purchase.
- 32.02 If a dispute arises involving safety matters and/or protective or specialized clothing appropriate for the work area concerned, the Olds College Occupational Health and Safety Committee shall arbitrate the matter, and its decision shall be final.
- 32.03 The Board will supply, clean and replace all necessary uniforms and protective or specialized clothing and safety equipment as needed for the protection of Members and their personal garments or as required by *The Occupational Health and Safety Act* and the regulations thereto.
- 32.04 The Board will supply all necessary texts, tools and other materials as determined through mutual agreement with the Member for the proper performance of instructional assignments or any other assigned related duties.
- 32.05 Members normally will not be required to supply or to use their personal tools or any other equipment in the performance of their instructional assignments. However, if any such personal equipment is used (as a result of mutual agreement, including the determination of the replacement value between Members and their Chair), the Board agrees to replace such equipment at replacement value if damaged or lost.

- 32.06 A Member will be required to supply a list of such equipment in use along with replacement value prior to commencing the work requiring the use of the tools.

ARTICLE 33 – PROFESSIONAL SERVICES INDEMNIFICATION

- 33.01 Where a Member, as a condition of employment, provides professional services within the scope of assigned College duties, the Board shall maintain a policy of insurance indemnifying the Member for liability arising from the provision of such professional services by way of an extension to the General Liability Insurance or otherwise.

ARTICLE 34 – HARASSMENT

- 34.01 The Board and the Association recognize the right of Members and students to work in an environment free from harassment, and the Board undertakes to investigate any complaint of harassment and to discipline in an appropriate manner any Member or student found to be engaging in harassment.
- 34.02 The College *Harassment Policy* shall have the same force and effect as if it were a part of this Agreement.
- 34.03 It is understood that nothing contained in this Article shall limit the right of a Member to grieve providing the procedures established in the relevant policies have been followed first.
- 34.04 The Board and the Association agree that there will be no discrimination against any Faculty Member or prospective Faculty Member by reason of race, religious beliefs, colour, gender, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political or religious affiliation.
- 34.05 The Board and the Association acknowledge that a proper workplace climate is essential to educational achievement and a positive College climate. Abusive acts against Faculty Members will not be tolerated.
- 34.06 The Board and the Association recognize that every Faculty Member has a right to freedom from violence in the workplace. Violence refers to any conduct directed toward a Faculty Member that hurts or causes harm through verbal, physical, sexual or psychological means. Workplace violence involves any incidents where a Member is abused, threatened, or assaulted during the course of employment. This includes the application of force, threat (with or without a weapon) and verbal abuse.

ARTICLE 35 – COPYRIGHT, INDUSTRIAL DESIGN, AND PATENT

- 35.01 Members are encouraged to undertake research and other creative activities to enhance instruction for the benefit of the students and to further the reputation of the College and the Member.

- 35.02 Copyrights, industrial designs, and patents which are produced by Members, with a prior written mutual understanding between an individual Member and the Board that the product is for the benefit and use of the College, and where the College provides all required resources, will be the property of the Board.
- 35.03 Copyrights, industrial designs, and patents resulting from the joint effort and input of the Member and the College are the joint property of the Member and the College, with the specific division of proceeds to be mutually agreed prior to the commencement of the project.
- 35.04 In the event that such a property is considered to have commercial potential, the Member and the College will develop a contract for the use and marketing of the property.
- 35.05 Copyrights, industrial designs, and patents which are the result of a Member's creative pursuits without any use of College time and resources are the property of the Member as the author-creator.
- 35.06 In the absence of prior mutual agreement, copyrights, industrial designs, and patents will be considered to be the property of the College unless the author-creator demonstrates that it should be otherwise.

ARTICLE 36 – CULTURAL DIVERSITY

- 36.01 Olds College and the Association value, respect, and embrace diversity in our learning and working environment.
- 36.02 Olds College and the Association recognize and value individual differences, unique attributes and cultural customs, beliefs and practices which contribute to the Olds College Vision of being the premier learning institution in Canada.
- 36.03 In order to be a culturally competent and inclusive organization, Olds College and the Association will work towards refining policies, practices and procedures to support the rights and integrity of students, faculty, staff, and others.

APPENDIX A
MEMORANDUM OF AGREEMENT
2010 - 2011

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF OLDS COLLEGE

AND THE

OLDS COLLEGE FACULTY ASSOCIATION

In settlement of the Agreement as set out in the Interest Arbitration Award dated March 31, 2011 wherein the Parties were to open for renegotiation the Pay Schedule for rates effective July 1, 2010 and July 1, 2011, the Parties agree as follows:

- 1) The rates of pay effective July 1, 2009 as provided in Article 21 of the Agreement will remain in effect until June 30, 2011.
- 2) The rates of pay as set out for classifications outlined in Article 21 of the Agreement will increase by 2% effective July 1, 2011 and remain in place until a replacement Agreement is established.
- 3) For the fiscal year commencing July 1, 2010, Permanent Full-time Employees will elect either:
 - a) a one time only allotment of four (4) days off of work with pay to be taken prior to June 30, 2012
 - or
 - b) \$1,000.00 as a one-time lump sum payment, less statutory deductions.
- 4) Permanent Part-time Employees and those Temporary Full-time Employees employed at June 30, 2011 will elect either:
 - a) paid days off of work with pay in a number equivalent to four (4) days that has been pro-rated for service to be taken prior to June 30, 2012
 - or
 - b) The equivalent of a \$1,000.00 lump sum payment pro-rated for service, less statutory deductions.
- 5) Eligible Employees will complete and return an election form to Human Resources on or before June 17, 2011 to indicate whether they are electing a) or b) above. Human Resources will provide the election form to all eligible employees.
- 6) Employees electing the additional days off of work will be required to take all of these days off of work at a mutually agreed upon time(s) prior to June 30, 2012. Approval of requested days off work will not be unreasonably withheld.
- 7) All Employees electing additional days off of work will identify that they have taken the days off of work with pay on their Attendance Report Form.
- 8) Employees who elect the additional days off of work who have not taken any of the days off by June 30, 2012 will be paid the lump sum payment for these days in accordance with 3 b) or 4 b) above. Employees who elect to take the additional days off work with pay and who use only a portion of the days will no longer have access to the remaining days off of work with pay after June 30, 2012 and will not receive any payment in lieu of not having taken these days.

- 9) Employees electing additional days off of work will manage their vacation entitlement to ensure that earned vacation is taken in accordance with Article 23. The additional days off with pay will not be added to the 2010/2011 vacation entitlement. These days off will be tracked separately. The additional days cannot be added to the carry forward balance of vacation as at September 1, 2010; neither can this balance show an increase at June 30, 2012. As such, Employees must take all of their current year (2010/11) earned vacation (44 days for permanent full-time Employees) plus the additional days off of work (4 days for permanent full-time Employees) prior to June 30, 2012.

Date agreed

Olds College Faculty
Association

Administration

APPENDIX B

SALARY

2011 - 2012

OCFA SALARY GRID

2% Effective July 1, 2011

Step	01-Jul-09		01-Jul-11		
Step 1	\$68,472.95	\$2,633.58	\$69,842.41	\$2,686.25	
Step 1.5	\$70,072.91	\$2,695.11	\$71,474.37	\$2,749.01	
Step 2	\$71,645.76	\$2,755.61	\$73,078.68	\$2,810.72	
Step 2.5	\$73,218.60	\$2,816.10	\$74,682.97	\$2,872.42	
Step 3	\$74,818.56	\$2,877.64	\$76,314.93	\$2,935.19	
Step 3.5	\$76,391.41	\$2,938.13	\$77,919.24	\$2,996.89	
Step 4	\$77,991.37	\$2,999.67	\$79,551.20	\$3,059.66	
Step 4.5	\$79,564.21	\$3,060.16	\$81,155.49	\$3,121.37	
Step 5	\$81,164.17	\$3,121.70	\$82,787.45	\$3,184.13	
Step 5.5	\$82,737.02	\$3,182.19	\$84,391.76	\$3,245.84	
Step 6	\$84,336.98	\$3,243.73	\$86,023.72	\$3,308.60	
Step 6.5	\$85,909.82	\$3,304.22	\$87,628.02	\$3,370.31	
Step 7	\$87,509.79	\$3,365.76	\$89,259.99	\$3,433.08	Journeyman Certificate, College Certificate, College Diploma, Accounting designation without undergraduate degree or up to and including a four-year Canadian university degree, or its equivalent.
Step 7.5	\$89,082.63	\$3,426.26	\$90,864.28	\$3,494.78	
Step 8	\$90,682.59	\$3,487.79	\$92,496.24	\$3,557.55	Two bachelor degrees, university graduate diploma, Accounting designation with undergraduate degree, or Step 7 qualifications plus one year of recognized pedagogical training.
Step 8.5	\$92,255.44	\$3,548.29	\$94,100.55	\$3,619.25	
Step 9	\$93,855.40	\$3,609.82	\$95,732.51	\$3,682.02	Masters
Step 9.5	\$95,428.24	\$3,670.32	\$97,336.80	\$3,743.72	
Step 10	\$97,028.20	\$3,731.85	\$98,968.76	\$3,806.49	DVM / Ed. D. / 2 Masters
Step 10.5	\$98,601.05	\$3,792.35	\$100,573.07	\$3,868.20	
Step 11	\$100,201.01	\$3,853.89	\$102,205.03	\$3,930.96	Ph.D.
Step 11.5	\$101,773.85	\$3,914.38	\$103,809.32	\$3,992.67	Ph.D. + ISWS