



## **Collective Agreement**

- between -

**The Board of Governors of  
NorQuest College**

- and -

**NorQuest College  
Faculty Association**

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**Expiring June 30, 2020**

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## **Collective Agreement**

BETWEEN:

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

of the first part

AND

**NorQuest College Faculty Association**  
(hereinafter referred to as the "Association")

of the second part

### **Article 1 – Purpose**

- 1.01 The Parties support the mission and mandate of the College to inspire lifelong learning and the achievement of career goals by offering relevant and accessible education.
- 1.02 The purpose of this Collective Agreement is to provide a framework of employment conditions supporting the attainment of these goals in the context of a cooperative work environment and through effective use of resources provided to meet students' needs.

### **Article 2 - Terms of Employment**

- 2.01 During the life of this Collective Agreement, the College may, with the agreement of the Association:
  - (a) alter rates of Employee compensation, or,
  - (b) alter any Employee entitlement or Employee rights which are contained within this Collective Agreement.

These changes shall become the rates, entitlements, or Employee rights, upon agreement with the Association.

### Article 3 - Definitions

3.01 In this Collective Agreement, unless the context otherwise requires:

- (a) A word used in the singular may also apply in the plural;
- (b) "College" means the NorQuest College or any person acting on behalf of the College, as the context of this Collective Agreement may require.
- (c) "Consultation" means the process of clearly communicating a tentative idea, allowing reasonable time for a response and considering the response before a final decision is made.
- (d) "Continuous service" means:
  - (i) For Permanent or Term Employees employed on September 1, 1997, their continuous service recognized by the Crown in the Right of Alberta will be recognized by the College.
  - (ii) For employment of Permanent and Term Employees subsequent to September 1, 1997, continuous service shall accrue based on employment with the College. If a terminated Permanent or Term Employee is re-employed within a period of less than four (4) months of the Employee's termination date, their service shall be deemed to be continuous service.
- (e) "Employee" means a person employed by the College who is in the bargaining unit covered by this Collective Agreement and who is employed in one of the following categories:
  - (i) "Permanent Employees" means employees who have completed the probationary period and who are employed in permanent positions. Permanent position means a position designated by the College as continuing to meet ongoing operational requirements. Permanent positions may be Full-time or Part-time. A Part-time permanent position requires a regular work schedule for a Permanent Employee which is at least one-half (½) the hours of a comparable Full-time permanent position.
  - (ii) "Term Employees" means employees who are employed in term positions. A Term Employee's employment terminates at the conclusion of the Employee's current term position assignment. Term position means a position designated by the College as a project or replacement position or for

other specified reasons, having a set expiry date. A term position shall be at least six (6) months in duration and may be Full-time or Part-time. A Part-time term position requires a regular work schedule for a Term Employee which is at least one-half (½) the hours of a comparable Full-time term position.

(iii) "Casual Employees" means employees employed to meet short term staffing needs, and/or less than half-time employment, and/or where the number of days, weeks, or months required is irregular.

(iv) "Probationary Employee" means an employee employed in a permanent or term position, who during their initial period of employment is serving a probationary period.

(f) "Faculty Association" means the NorQuest College Faculty Association.

(g) "Faculty Association Representative" means the President of the Faculty Association, or an Officer or Staff Member of the Faculty Association designated by the President in writing pursuant to the Faculty Association's Constitution to perform a specific function pertaining to this Collective Agreement.

(h) Part-time Positions

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

#### **Article 4 - Association Recognition**

4.01 The College recognizes the Association as the exclusive bargaining agent for all academic staff members as designated by the College's Board of Governors.

4.02 The Collective Agreement does not apply to the following:

(a) Persons employed in any of the following, except when this forms part of the assigned professional responsibilities of an Employee within the scope of this Collective Agreement:

(i) Extension courses.

- (ii) Extension assignments for Employees instructing outside their regular assignments.
  - (iii) Out-of-country assignments.
  - (iv) Programs externally funded through contracts for less than five (5) months.
  - (v) Non-teaching assignments.
- (b) Students on work experience programs or practicums.
  - (c) Persons employed under special or wage subsidy cost-shared programs funded in whole or in part by Municipal, Provincial and/or Federal Government(s) such as STEP.
  - (d) Development opportunities for non-academic employees to teach a max of one course per year, recognizing that teaching is work normally performed by academic employees under this Collective Agreement.
- 4.03 The Parties agree that there shall be no discrimination or coercion exercised or practised with respect to any Employee for reason of membership or legitimate activity in the Association.
- 4.04 (a) The College will work with the Association in establishing the appropriate hyperlink between the College web page and the Association web page. The College shall notify the Association President if the material posted on the Association website contains information the College identifies as inappropriate or damaging to its reputation and image/brand. While the identified information remains on the Association website, the College reserves the right to remove the webpage link. Upon removal of the identified information from the Association website, the link will be re-established.
- (b) Upon prior approval of the text, the College will provide access to its electronic communication (e-mail and/or intranet) systems for the use by the Association to disseminate information to its members. The text of such information shall be submitted to the College for approval prior to its communication and a decision shall normally be provided within twenty-four (24) hours of the time of submission.

## **Article 5 - Management Recognition**

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

## **Article 6 - Legislation And The Collective Agreement**

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

## **Article 7 - Association Membership And Dues Check-off**

- 7.01 All Employees covered by this Collective Agreement shall become members of the Association as a condition of employment. An Employee who has a religious objection to becoming a member of the Association shall be permitted to opt out of membership by providing the Association with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Association dues.
- 7.02 All Employees covered by this Collective Agreement shall be required to pay Association dues as a condition of employment. The College shall, therefore, deduct Association dues from the pay of all Employees covered by this Collective Agreement. The Association shall advise the College, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the College at least thirty (30) days prior to the effective date of the change.
- 7.03 The College shall remit Association dues deducted from the pay of all Employees to the Association within two weeks of being deducted. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee by name, starting date, classification, last known address and amount of Association dues deducted. Further, the College shall provide to the Association, on a monthly basis, a list containing the name and last known address of current recipients of long term disability insurance.



7.04 The Association agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this Article.

### **Article 8 - College-Association Relations**

8.01 The College recognizes the Association President and Officers designated in writing by the Association as official representatives of the Association.

8.02 The College shall provide the Association with suitable office space without charge.

8.03 The College and the Association will cooperate in preparing and printing this Collective Agreement. The cost of production shall be shared equally.

8.04 Authorized external representatives of the Association shall be permitted to transact official business of the Association with members, or official representative of the College, on College property, provided such business shall not interfere with or interrupt normal College operations.

8.05 As the Association is the exclusive bargaining authority for academic staff, the College shall not make an oral or written agreement with an Employee that is in conflict with the terms of this Collective Agreement. No Employee shall make a written or oral agreement with the College which conflicts with the terms of this Collective Agreement.

### **Article 9 - Policy Consultation**

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

### **Article 10 - Time Off for Association Business**

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

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

### **Article 11 - Faculty Professional Development Opportunities**

11.01 The College and Faculty Association recognize the ongoing professional responsibility of individual members to keep themselves current in their various specializations and disciplines. A Professional Development Committee for the College, to include proportional faculty representation, shall consider relevant professional development opportunities and make recommendations for faculty professional development policies.

11.02 Notwithstanding clause 11.01, there shall be a consultative process to determine the utilization of faculty professional development resources within each division.

### **Article 12 - Classifications and Pay**

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

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

12.03 In accordance with Clause 12.02 the parties agree to waive the requirement to provide at least three (3) months written notice to reduce or discontinue a market supplement when the supplement is being paid for an assignment that is less than three (3) months' duration and that notice of this reduction or discontinuance was made prior to acceptance of the assignment.

12.04 Shift Differential and Weekend Premium

- (a) A shift differential shall be paid to an Employee teaching a clinical practicum course, in the amount of two dollars (\$2.00) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours and zero seven hundred (07:00) hours.

- (b) A weekend premium shall be paid to an Employee teaching a clinical practicum course, in the amount of two dollars (\$2.00) per hour for all hours during a compulsory class day that fall between fifteen hundred (15:00) hours on a Friday and zero seven hundred (07:00) hours on a Monday.

#### 12.05 On-Call Duty/ Call Back

- (a) The words "on-call" shall be deemed to mean any period in which an Employee who is on a clinical placement team is not normally at work and has been given an on-call assignment.
  - (i) An Employee on-call must be reasonably available to respond, without undue delay, to 1) a phone call and/or 2) a request for in person assistance.
  - (ii) The on-call duty roster will be determined by the program area supervisor.
  - (iii) An Employee will not be given an on-call assignment for more than fourteen (14) consecutive days.
  - (iv) When an Employee is required to be on-call, the Employee will be provided with a cell phone and/or a paging device. The equipment shall remain the property of the College.
- (b) The College shall pay to an Employee who is given an on-call assignment, three dollars and thirty cents (\$3.30) per hour for on-call hours between the hours of sixteen thirty (16:30) hours and zero seven hundred (07:00) hours Monday to Friday.
- (c) The College shall pay to an Employee who is given a weekend on-call assignment, four dollars and fifty cents (\$4.50) per hour for the sixty two and a half (62.5) hour period starting from sixteen thirty (16:30) Friday to zero seven hundred (07:00) hours on Monday.
- (d) The College shall pay to an Employee who is given a statutory holiday on-call assignment, four dollars and fifty cents (\$4.50) per hour for the twenty-four (24) hour period starting from zero seven hundred (07:00) hours on a statutory holiday to zero seven hundred (07:00) hours on the day following the statutory holiday.
- (e) When an Employee who has been given an on-call assignment is consulted by telephone and is authorized to handle the concern without returning to the workplace or clinical placement site, the Employee shall receive time-in-lieu, on an hour for hour basis, for the total accumulated time spent on telephone consultation

and corresponding required documentation, during the on-call period.

- (f) When an Employee who has been given an on-call assignment is required to return to the workplace or clinical placement site, the Employee shall receive time-in-lieu, on an hour for hour basis, for the total accumulated time spent, including travel time.
- (g) When an Employee who has been given an on-call assignment is required to return to the workplace or clinical placement site, the Employee may claim reasonable travel and other expenses according to College standard practices.

### **Article 13 - New Classifications**

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

### **Article 14 - Professional Responsibilities**

#### 14.01 (a) Instructors

An Instructor's responsibilities shall be assigned by the College after consideration of:

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

An Instructor will be given alternate administrative responsibilities when assigned as a Program Chair or Associate Program Chair.

Daily instructional time will not be scheduled over a period that exceeds eight (8) hours in a twenty-four (24) hour period without the agreement of the Instructor.

(b) Specialized Faculty

The regular hours of work shall be based on an average thirty-six and one-quarter (36 1/4) hours per week.

- 14.02 Instructors are responsible for instruction, teaching preparation, program and course development, student assistance including remediation and consultation, special projects, scholarship, service work such as College committees and other related activities which are assumed as professional responsibilities by the Employee or which are specifically assigned by the College. Instructors will manage their schedule in accordance with their responsibilities and in consultation with their supervisor.
- 14.03 (a) A Program Chair is an instructor who has been assigned additional administrative responsibilities and responsibilities pertaining to the coaching, mentoring, development and supervision, excluding disciplinary action, of members of their team. In recognition of the additional responsibilities the College will pay a stipend each month of 6%, 8% or 10% of cell G17 on the applicable salary grid under Appendix A. The amount of the stipend will be determined by the College based on the amount, complexity and scope of the additional administrative responsibilities. In recognition of the coaching, mentoring, development and supervision responsibilities, the College will provide release time.
- (b) An Associate Program Chair is an instructor who has been assigned additional administrative responsibilities and/or responsibilities pertaining to the coaching, mentoring, development and supervision, excluding disciplinary action, of members of their team. In recognition of the additional responsibilities the College will pay a stipend each month of 3%, 4% or 5% of cell G17 on the applicable salary grid under Appendix A. The amount of the stipend will be determined by the College based on the amount, complexity and scope of the additional administrative responsibilities. In recognition of the coaching, mentoring, development and supervision responsibilities, the College will provide release time.
- 14.04 The parties recognize the College's responsibility to determine instructional-assignments. Assignments will be made through consultation between the Program Chair or Associate Program Chair and Employees within a program or service area. Assignments are subject to the approval of the Director/Dean.

**Article 15 - Correctional Institution Allowance**

15.01 An Employee working at a Correctional Institution operated by Alberta Justice and Solicitor General shall receive an allowance of seven dollars (\$7.00) for each day worked within the Correctional Institution.

**Article 16 - Paid Holidays**

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

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

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

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

**Article 17 - Christmas Leave and Interim Break**

17.01 Employees who occupy permanent or term positions shall be granted a Christmas Leave of ten (10) consecutive work days as scheduled by the College which will include Christmas Day, Boxing Day, New Year's Day and the Christmas Floater day as set out under Article 16. If an Employee covered by this provision is required to work on those days, they shall be paid, in addition to their regular pay, pay at straight time rates for all hours so worked.

17.02 At a time determined by the College, a Permanent or Term Employee will receive an Interim Break of five (5) consecutive days with pay each calendar year as scheduled by the College.

## **Article 18 - Annual Vacation Leave**

18.01 Vacation entitlements with pay for Permanent and Term Employees shall be as follows:

- (a) Annual vacation leave credit shall be earned at the rate of 3.25 days (23.56 hours) per month.
- (b) Notwithstanding the previous clauses, vacation credit will not accrue during vacation periods where a Permanent or Term Employee terminates employment without returning to work following the period of vacation leave.

18.02 Vacation Modifier

- (a) A Permanent or Term Employee designated by the College as not being entitled to vacation pursuant to Clause 18.01 shall, by mutual agreement, have vacation entitlement according to the following options as determined by the College based on requirements of the position:
  - (i) fifteen (15) work days' vacation and an amount of ten percent (10%) of their normal annual salary, or;
  - (ii) twenty (20) work days' vacation and an amount of eight percent (8%) of their normal annual salary, or;
  - (iii) twenty-five (25) work days' vacation and an amount of six percent (6%) of their normal annual salary, or;
  - (iv) thirty (30) work days' vacation and an amount of four percent (4%) of their normal annual salary.

18.03 Where a Permanent or Term Employee commences employment on or before the fifteenth (15th) day of any month, they shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, they shall earn vacation entitlements from the first day of the following month.

18.04 Vacation leave shall be earned:

- (a) during the first forty-four (44) consecutive work days of authorized sick leave or Worker's Compensation Supplement; but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- (b) during an authorized leave with pay, or
- (c) during the first twenty two (22) consecutive work days taken as authorized leave without pay.

- 18.05 All calculations which result in a fraction of a work day shall be rounded to the nearest half or full day, whichever applies, except when vacation pay is paid out upon termination.
- 18.06 If a Permanent or Term Employee has a change in position during the benefit year resulting in vacation to be accrued in part under Clause 18.01, in part under Clause 18.02 and/or in part under Clause 18.03, the Employee shall be entitled to a proportionate vacation entitlement based on period worked in each position during the year.
- 18.07 If one or more paid holidays occurs when a Permanent or Term Employee is on vacation, the paid holiday will be counted as a paid holiday and not as a vacation day.
- 18.08 (a) Except as is otherwise provided herein, vacation leave shall be taken:
- (i) within twelve (12) months; and
  - (ii) at times approved by the College.
- (b) Employee requests to delay scheduling of vacations to a period other than the twelve (12) month period referred to above shall be considered at the discretion of the College based on the reasons for the request and operational requirements.
- 18.09 Where a Permanent or Term Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 18.10 Once vacations are authorized they shall not be changed except by mutual agreement, other than in cases of emergency or termination of employment prior to scheduled vacation.
- 18.11 Unused vacation may be scheduled by the College as all or part of the notice period prior to termination.
- 18.12 A Permanent or Term Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented themselves from employment and the provisions of Clause 23.03 shall apply.
- 18.13 A Permanent or Term Employee shall not be paid cash in lieu of vacation earned, except upon termination of employment or by mutual agreement of the affected employee and the College, in which case they shall receive vacation pay for such vacation earned but not taken.



- 18.14 Subject to the operational requirements, the College shall make every reasonable effort to grant a Permanent or Term Employee, upon request, at least two (2) weeks of their annual vacation entitlement during the summer months.
- 18.15 Where a Permanent or Term Employee's annual vacation entitlement is insufficient to bridge service from one regular work assignment to the next, the College may schedule an unpaid leave of absence to maintain the Employee's continuous service.
- 18.16 In lieu of Annual Vacation Leave and vacation pay, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at 6.0% of their regular wage earnings paid each pay period.

### **Article 19 - Casual Illness**

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

### **Article 20 - Short Term Illness**

- 20.01 (a) "Short Term Illness" means an illness which causes a Permanent or Term Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:
- (i) eighty (80) consecutive work days; or

- (ii) where the College approves part-time absences and part-time use of Short Term Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.
- (b) "Benefit Year" means the period from January 1 to December 31. A Permanent or Term Employee's first benefit year commences on employment. The Employee's second benefit year commences on January 1 following their date of employment.

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

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

Illness commencing in benefit year	Work days of short term illness leave at 100% of normal salary	Work days of short term illness leave at 70% of normal salary
First benefit year*	10	70
Second benefit year	15	65
Third benefit year	25	55
Fourth benefit year	35	45
Fifth benefit year	45	35
Sixth and subsequent benefit years	60	20

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

- 20.03 (a) Subject to Sub-Clause 20.03(b), a Permanent or Term Employee upon return to active work after a period of short term illness of less than eighty (80) consecutive work days will have:
  - (i) illness leave entitlements reinstated pursuant to Clause 20.02 when the Employee returns to work in the next benefit year; or,

- (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same benefit year.
  - (b) Such reinstatement shall only occur where a Permanent or Term Employee has not taken any short term illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 20.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 25 - Benefit Plans.
- 20.05 When a day designated as a Paid Holiday under Article 16 falls within a period of short term illness it shall be counted as a day(s) of short term illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

### **Article 21 - Proof Of Illness**

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

### **Article 22 - Personal or Emergency Leave**

- 22.01 If emergency or uncontrollable personal circumstances prevent a Permanent or Term Employee from reporting to work, leave without loss of pay or benefits shall be granted subject to the following:
- (a) Leave shall be limited to the time required to attend to the circumstances.
  - (b) The Employee shall notify their supervisor as far in advance as possible providing the reason for the absence and expected duration.

(c) Any absence under this section shall not be extended beyond three (3) consecutive work days without the Director/Dean's prior approval.

(d) Leave under this Article shall be limited to ten (10) working days per calendar year.

22.02 Normal absence reporting procedures apply.

22.03 Requests for personal leave on religious holidays will be approved whenever possible, provided adequate notice of the request is given.

### **Article 23 - Attendance**

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

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

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

### **Article 24 - Probation**

24.01 A person appointed to a permanent or term position with the College shall serve a probationary period. The period of probation shall start on the date of commencement of employment in the permanent or term position and shall be twelve (12) months. The period of probation may be extended for a period of up to twelve (12) months at the sole discretion of the College, after consultation with the Association. Under special circumstances and at the discretion of the College, the probationary period may be shortened.

### **Article 25 - Benefit Plans**

25.01 Permanent and Term Employees shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policy and plan conditions. Part-time Employees must have a normal work

schedule of at least fifty percent (50%) of an equivalent full-time position to be eligible to participate. Casual Employees are not eligible to participate.

- 25.02 All benefit plan conditions specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policy holder and other conditions of the plan. The College shall have the right to change the insurance carriers provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Collective Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Collective Agreement. The Association shall be provided with a copy of these conditions upon request.
- 25.03 The benefits as referred to in the College Benefit Plans shall be Extended Health Care, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, and Long-term Disability. Further the College agrees to maintain the existing overall cost-sharing proportion.

#### **Article 26 - Workers' Compensation**

- 26.01 In accordance with the *Workers' Compensation Act*, when an Employee sustains an injury in the course of their duties with the College, the Employee shall report the injury to their supervisor at the place of work. For claims accepted by WCB, a Permanent or Term Employee shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive days.
- 26.02 If a Permanent or Term-Employee has not returned to work due to injury before the eighty (80) day period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act*.
- 26.03 The eligibility period specified in Clause 26.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Permanent or Term Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 26.04 When a day designated as a paid holiday under Article 16 falls within a period of time a Permanent or Term Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

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

#### **Article 27 - Unpaid Leaves of Absence**

- 27.01 An Employee may request a leave of absence without pay recognizing the Employee's first responsibility is the performance of their job responsibilities unless unusual or unforeseen circumstances give rise to a request for a leave of absence. To be considered, the request must normally be submitted to the Employee's Director/Dean at least two (2) weeks in advance of the anticipated date of commencement of the leave. At the sole discretion of the College and where operational requirements permit, the leave without pay may be granted.
- 27.02 An Employee who, at the commencement of a leave without pay, is participating in the Benefit Plans according to Article 25 may, at the Employee's request, continue to be covered according to the plan and insurance policy conditions throughout the period of leave without pay. Premium contributions shall continue to be paid by the College and the Employee for a leave of absence of up to three (3) months. Following this period, the Employee shall be responsible for the full payment of all premiums.

#### **Article 28 - Maternity/Adoption/Parental Leave**

- 28.01 An Employee who has completed ninety (90) days of continuous service before commencing leave shall upon written request be granted an unpaid maternity, adoption, and/or parental leave.
- 28.02 An Employee whenever possible will give the Employer at least six (6) weeks written notice of their intended start date for the maternity, adoption and or /parental leave.

- 28.03 A Permanent Employee granted leave without pay pursuant to this Article shall, upon return to work, be returned to the Employee's former position or be placed in another comparable position with the College at not less than the same salary that had been in place prior to commencing leave, and at the same level of benefits that is applicable to Employees in the same classification. A Term Employee whose assignment has not ended, shall be returned to the position held prior to their leave. Employees will be required to give the College at least four (4) weeks' notice in writing of their intention to return to work.
- 28.04 An Employee who at the commencement of maternity leave, parental leave, or adoption leave is participating in the Benefit Plans according to Article 25 may, at the Employee's request, continue to be covered according to plan and policy conditions throughout the leave period. Premium contributions shall continue to be paid by the Employer and the Employee for the first nine (9) months of the leave period. After nine (9) months, the Employee shall pay the full amount of the premiums for any subsequent period of the leave.
- 28.05 If both parents of a child are Employees of the College, the parents shall be able to decide which parent takes parental or adoption leave – it may be taken entirely by one parent or shared between them (one parent at a time), but the combined leave may not exceed sixty-two (62) weeks for the parental or adoption leave.
- 28.06 An Employee shall provide proof of the birth and/or adoption of the child.

### **Maternity Leave**

- 28.07 In this Article "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.
- 28.08 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the College, may shorten this six (6) week period by providing the College with a medical certificate indicating the resumption of their full duties will not endanger their health.
- 28.09 An eligible Employee shall be granted sixteen (16) weeks maternity leave without pay.
- 28.10 If a pregnancy ends in a miscarriage or stillbirth within sixteen (16) weeks of the estimated due date, the employee is able to take up to sixteen (16) weeks maternity leave but is not entitled to parental leave.
- 28.11 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that they are no longer able to carry out their full normal duties, they may commence maternity leave at an earlier date.

- 28.12 Notwithstanding any other provisions in this Article, if during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of their duties, the College may, by notice in writing to the Employee, require that they proceed on maternity leave.
- 28.13 A pregnant Employee who presents medical evidence from their physician which satisfies the College that continued employment in their present position may be hazardous to themselves or to their unborn child, may request a transfer to a more suitable position if one is available.
- 28.14 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period they have provided medical evidence from their physician which satisfies the College that they are unable to do their job. An Employee must apply and when approved, submit to the College, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay. An Employee who is eligible for the S.E.B. plan shall not be eligible for Casual Illness, Short term Illness, or Long-term Disability benefits.

#### **Parental Leave**

- 28.15 An eligible Employee who has or will have the care or custody of the newborn child shall be granted parental leave without pay for a period of up to sixty two (62) weeks.

#### **Adoption Leave**

- 28.16 An eligible Employee shall be granted adoption leave without pay for a period of sixty two (62) weeks immediately following the placement of the child for the purposes of adoption.

#### **Article 29 - Court Leave**

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



## **Article 30 - Disciplinary Action**

- 30.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. An Employee shall be notified in advance of the time and place that a written discipline notice will be presented and of their right to be accompanied by an Association Representative, if desired by the Employee. When an Association Representative requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Association Representative must obtain prior approval from the College to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.
- 30.02 The Employee will be provided with a copy of written notices pertaining to their conduct or performance which are placed on their College employee file.
- 30.03 An Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.
- 30.04 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months from the date the disciplinary action was invoked, request that their personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the College employee file does not contain any further record of disciplinary action during that twenty-four (24) months period; and
  - (b) the disciplinary action is not the subject of an unresolved grievance.

## **Article 31 - Joint Workplace Health, Safety and Wellness**

- 31.01 The College and the Association agree to cooperate on workplace health and safety issues including participation on a Joint Workplace Health, Safety and Wellness Committee that follows the *Alberta Occupational Health and Safety Act and Code*. The parties acknowledge active support of everyone is required to maintain appropriate health and safety standards.
- 31.02 An Employee shall immediately notify the College when they have an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify the College. Failure to do so may result in written disciplinary action.

31.03 Employees have the right to refuse dangerous work and when they do so, they are entitled to continue to be paid. The College may temporarily assign the employee to alternate work.

### **Article 32 - Staff Reductions**

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

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

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

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

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

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

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

**32.08 Separation Allowance**

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

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

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

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

**Article 33 - Travel and Business Expenses**

33.01 Employees who incur travel and business expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the terms established by the College for employees of the College.

33.02 The Association will be informed of changes made by the College to the terms of reimbursement under Clause 33.01.

## **Article 34 - General**

- 34.01 Upon notice being provided, the College will make arrangements to have a College Employee's file made available to the Employee under College supervision. The Employee may request a representative of the Faculty Association to be present at the time of the examination.
- 34.02 The College Employee file referred to in this Article is the College Employee file of an Employee maintained by the College. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee's eligibility for Long Term Disability Insurance shall be contained in this file.
- 34.03 If anything is required or permitted to be served under this Collective Agreement, it shall be deemed to be properly served if it is served:
- (i) by hand-delivery; or
  - (ii) by a receipted courier service; or
  - (iii) by registered mail; or
  - (iv) by email, or other electronic communication with a follow-up call to confirm receipt.
- 34.04 The College shall provide general liability insurance coverage for all Employees covered by this Collective Agreement while engaged in the scope of their regular work duties.
- 34.05 Employees are required to provide the College with a minimum of six (6) weeks prior written notice of resignation if they wish to resign in good standing.
- 34.06 Where the College determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, cleaned and replaced upon approval by the College.
- 34.07 The College shall make available to all Employees the books, texts, instructional materials, and computer hardware and/or software deemed by the College to be necessary to the performance of their duties.
- 34.08 Upon reasonable notice being provided, the College will make reasonable arrangements to have a College Employee's file made available to the Employee under College supervision. The Employee may request a representative of the Association to be present at the time of the examination.

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

## **Article 35 - Grievance Procedure**

### **35.01 Definitions and Scope**

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

### **35.02 Meetings During Grievance Procedure**

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

### 35.03 Grievance Process

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

#### **Level 1**

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

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

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

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

#### **Mediation option prior to Level 2**

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

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

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

## **Level 2**

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

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

### **Level 3 - Arbitration**

- (a) If a settlement is not reached through the above proceedings, an Employee or group of Employees with the approval of the Faculty Association (in the case of an Employee or group grievance), the Faculty Association (in the case of a Faculty Association grievance) and the College (in the case of a College grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the College shall be given to the President of the College. Notice to the Faculty Association shall be given to the President of the Faculty Association.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Faculty Association, one (1) to be appointed by the College and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2) or to a single arbitrator.
- (c)
  - (i) The above notice shall indicate which system of arbitration the party wishes to follow, and state the name of its appointee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, as the case may be;
  - (ii) Upon receipt of the notice referred to in Sub-Clause (b) above, the other Party shall respond within fourteen (14) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said fourteen (14) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under Sub-clause (b) (i) above shall then, within fourteen (14) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Director of Mediation Services upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator.
- (d) Each Party to this Collective Agreement shall bear its own costs of arbitration, including the costs of its appointees to the Arbitration Board. The Parties shall bear equally the costs of arbitration board chairperson, or single arbitrator.



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

35.04 Variance From Grievance Procedure

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

35.05 Policy Grievance

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

The policy grievance shall contain:

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

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

35.06 Power of Boards of Arbitration

- (a) Arbitration Boards or single arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards or single arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any

decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.

- (c) Arbitration Boards or single arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (d) When disciplinary action against an Employee is involved, the Arbitration Board or single arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Arbitration Board, the decision of a majority of the members is the decision of the Arbitration Board, but if there is no majority, a decision of the Chairman governs and their decision is the decision of the Arbitration Board.

#### 35.07 Arbitration Decisions

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

#### 35.08 Procedures and Time Limits

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

If anything is required or permitted to be served under this Article, such service shall be in accordance with clause 34.03.

### **Article 36 - Term and Negotiations**

- 36.01 This Collective Agreement shall be effective from July 1, 2019 until June 30, 2020, and shall remain in effect thereafter until a replacement Collective Agreement is established.

- 36.02 A party wishing to revise or renew this Collective Agreement shall give written notice of intention to the other party not later than the sixty (60) days and not earlier than one hundred and twenty (120) days prior to the expiry date of this Collective Agreement. If neither party serves notices during this period, the Collective Agreement shall continue for an additional period of one (1) year from the expiry date.
- 36.03 Negotiating committees for the parties shall meet and exchange proposals within thirty (30) days of receipt of notice to bargain.
- 36.04 By mutual agreement specific items may be opened for re-negotiation during the life of the Collective Agreement.

**Appendix "A" - Classifications and Pay**

**SALARY GRID – Effective July 1, 2019 (0%)**

	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>1</b>	60,639	62,458	64,331	66,262	68,250	69,615
<b>2</b>	62,458	64,331	66,262	68,250	70,297	71,703
<b>3</b>	64,331	66,262	68,250	70,297	72,406	73,854
<b>4</b>	66,262	68,250	70,297	72,406	74,578	76,069
<b>5</b>	68,250	70,297	72,406	74,578	76,816	78,352
<b>6</b>	70,297	72,406	74,578	76,816	79,120	80,702
<b>7</b>	72,406	74,578	76,816	79,120	81,494	83,123
<b>8</b>	74,578	76,816	79,120	81,494	83,939	85,617
<b>9</b>	76,816	79,120	81,494	83,939	86,456	88,185
<b>10</b>	79,120	81,494	83,939	86,456	89,050	90,831
<b>11</b>	81,494	83,939	86,456	89,050	91,722	93,556
<b>12</b>	83,939	86,456	89,050	91,722	94,473	96,362
<b>13</b>	86,456	89,050	91,722	94,473	97,307	99,253
<b>14</b>		91,722	94,473	97,307	100,227	102,231
<b>15</b>			97,307	100,227	103,233	105,298
<b>16</b>				103,233	106,330	108,457
<b>17</b>					109,520	111,711
<b>18</b>						115,062

## **Appendix “A” - Classifications and Pay**

### **Salary Categories**

- C. Successful completion of two years of study towards a degree at a recognized university or a two-year College diploma or two related one-year certificates. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.
- D. Successful completion of three years of study towards a degree or a three year bachelor’s degree at a recognized university or three year College diploma. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.
- E. Successful completion of four years of study at a recognized university with bachelor’s degree. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.
- F. Successful completion of five or more years of study at a recognized university with two (2) bachelor’s degrees or a bachelor’s degree and post-graduate studies or a bachelor’s degree plus a professional designation that requires one extra year of professional training and testing with annual licensing requirements. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.
- G. A Master’s degree from a recognized university or a bachelor’s degree plus a professional designation that requires two extra years of professional training and testing with annual licensing requirements. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.
- H. A PhD. or Ed. D. Degree from a recognized university. These qualifications must be in a discipline directly related to the Employee’s professional responsibilities.

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

Upon initial appointment, a Faculty Employee has the right to request a review of the salary grid placement. The Employee must submit a written request for review within two (2) months from their date of employment. In default of this timeline, the salary placement is not reviewable.

LETTER OF UNDERSTANDING

Between

BOARD OF GOVERNORS OF NORQUEST COLLEGE

And

NORQUEST COLLEGE FACULTY ASSOCIATION

RE: Interpretation and Application of Article 32 – Staff Reductions

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

Clause 32.02

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

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

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

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

Clause 32.06

Notwithstanding the provisions of Clause 32.06, the College will consider reassignment of an affected faculty member to a vacant permanent faculty position or to a term faculty position. As an alternative to termination of employment with the College, a permanent faculty member faced with position elimination could be offered reassignment to a term position. With the acceptance of a term position, the faculty member would become a term employee, except that the provisions of Clause 32.08 – Separation Allowance would continue to apply should their term position be eliminated. The College will consider bridging term employment from the end of one academic term to the commencement of the next consecutive academic term.

If a subsequent consecutive term is not available at that time, the Separation Allowance would be paid out. The allowance calculation would include service time accumulated during this term appointment. A faculty member choosing not to accept reassignment to a term position will continue to be eligible for the separation allowance provisions of Clause 32.08.

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

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

Although the College will attempt, through the reassignment process, to provide continuing employment for affected permanent faculty members, this cannot be construed as a guarantee that any or all such permanent faculty members will be reassigned to other positions.

This Letter of Understanding shall not form part of the Collective Agreement.

Signed at Edmonton, Alberta this 5<sup>th</sup> day of July, 2019.

For the College:

For the Association:









LETTER OF UNDERSTANDING

Between

BOARD OF GOVERNORS OF NORQUEST COLLEGE

And

NORQUEST COLLEGE FACULTY ASSOCIATION

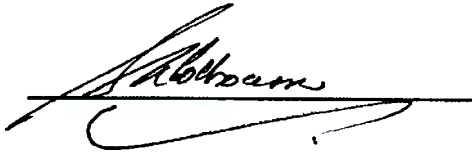
RE: Health Spending Account

The College agrees to contribute to the College's Health Spending Account (HSA), over twenty-four (24) bi-weekly pay periods, the equivalent of seven hundred and forty-seven dollars (\$747.00) annually for eligible Permanent and Term employees. If the contributions made by the College are not fully utilized under the HSA, then any contributions remaining, as per legislation, shall be returned to the College.

This Letter of Understanding shall expire on June 30, 2020.

Signed at Edmonton, Alberta this 5<sup>th</sup> day of July, 2019.

For the College:

A handwritten signature in black ink, appearing to read "S. Adams", written over a horizontal line.

For the Association:

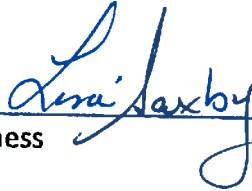
A handwritten signature in blue ink, written over a horizontal line.



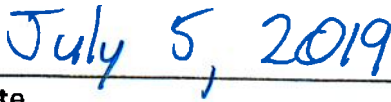
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE AGREEMENT BY AFFIXING HERETO THE SIGNATURES OF THEIR PROPER OFFICERS IN THAT BEHALF.



Per:  
NorQuest College Faculty Association



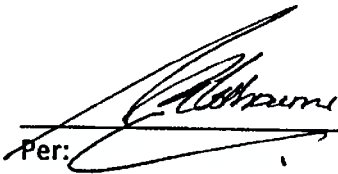
Witness



Date



Date



Per:  
Board of Governors of NorQuest College



Witness



Date



Date

