

COLLECTIVE AGREEMENT

BETWEEN

PORTAGE COLLEGE BOARD OF GOVERNORS

AND

PORTAGE COLLEGE FACULTY ASSOCIATION

Dated this 13th day of February, 2020

Preamble

This Agreement made this 13th day of February, 2020 A.D.

BETWEEN:

**Portage College
BOARD OF GOVERNORS**
(hereinafter called the "Employer")

OF THE FIRST PART

and

**Portage College
FACULTY ASSOCIATION**
on behalf of all Employees covered by the agreement
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the Board of Governors is an Employer as specified in the Post Secondary Learning Act, Chapter C-19.5, RSA 2000 and administers Portage College.

AND WHEREAS pursuant to the provisions of the Act; the Association has the right to negotiate on behalf of the Employer's Employees as specified in Article 2, Clause 2.2 of this Agreement,

AND WHEREAS the parties are mutually desirous of entering into a Collective between the said Employees and the Portage College Board of Governors and to set forth in this Collective Agreement the terms and conditions of employment for each Employee of the Employer, and provide a procedure for the consideration and settlement of differences,

NOW THEREFORE, the parties hereto mutually agree as follows:

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1. DEFINITIONS

1.1 Employer

Shall refer to the Board of Governors of Portage College or its designated representative(s) as applicable.

1.2 College

Shall refer to the Board of Governors of Portage College or its designated representative(s) as applicable.

1.3 Association

Shall mean the Portage College Faculty Association or its designated representative(s) as applicable.

1.4 President

Shall mean the Chief Executive Officer of Portage College.

1.5 Act (Post-Secondary Learning)

Refers to the Post-Secondary Learning Act, with amendments as revised.

1.6 Labour Code

Refers to the Alberta Labour Relations Code

1.7 Employee

“Employee” means an Academic staff member employed by the College pursuant to the Post-Secondary Learning Act. For the purposes of this agreement, designated categories of employees are:

- Instructional Faculty which will include all Instructors and Program Coordinators
- Non-Instructional Faculty which will include: Educational Counsellors, Curriculum Designers, Learning Facilitators, Student Learning Support Supervisors, Educational Counsellor Supervisors, Librarians and Teaching Assistants

1.8 Employee Status

1.8.1 Continuous

“Continuous” employee means a Faculty member whose appointment is ongoing from year to year.

1.8.2 Term

“Term” employee means a Faculty member who is appointed for a specific period of time over 5 months.

1.8.3 Part Time

“Part Time” means a continuous or term employee who has a work schedule of at least fifty per cent (50%) of a full time position.

1.8.4 Casual

“Casual” means a person who is employed pursuant to Article 1.5 above, and who does not fall into one of the above-defined categories.

1.8.5 Telecommuter is an academic staff member as referred to in Guideline E.1.5.

1.9 College Guidelines

The Faculty Association and the Employer agree that notwithstanding the references in this agreement to the Portage College Guidelines and Procedures, those Guidelines and Procedures are subject to neither negotiation nor grievance by the Association or its members. Review, alteration, or issues arising out of the application of the College Guidelines and Procedures referred to in this agreement shall be the subject of consultation through the Joint Consultation Committee (JCC) prior to implementation.

1.10 Workday

“Workday” means any day on which a Faculty member is normally expected to be at his place of work.

1.11 Continuing Education

Any activity used for College promotion, credit or non credit, or that generates College revenue or funds. Examples included external, one-time, cost recovery or contract-funded programs.

1.12 Use of Singular and Plurals

A word used in the singular may also apply in the plural.

1.13 Consultation and Consult

“Consultation” or “consult” means an opportunity for both sides to be heard and to state factors that guide a decision.

1.14 Year

“Year” means 365 days except in a leap year when year means 366 days.

1.15 Salary

Base Salary is determined by grid placement and any applicable modifiers. The base salary and modifiers are used to determine pensionable salary of an employee.

2. MANAGEMENT AND FACULTY ASSOCIATION RECOGNITION

2.1 Management Rights

Subject only to the terms of this agreement, all functions, rights, powers and authority of Management are retained by the Employer.

2.2 Faculty Association Rights

- 2.2.1** The College recognizes the Faculty Association as the exclusive bargaining agent for all Faculty Association members covered by this agreement. The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Faculty Association member for reason of membership or legitimate activity in the Faculty Association.
- 2.2.2** The College will provide the Faculty Association reasonable access to college communication systems for Faculty Association business.
- 2.2.3** a. The College will deduct dues as directed by the Faculty Association. These dues shall be turned over to the Faculty Association within two (2) weeks of being deducted.
b. All members defined in Article 1.7 shall have Association dues deducted from their salaries as a condition of employment
- 2.2.4** The College will not unreasonably deny access to its premises for meetings of the Faculty Association.
- 2.2.5** The College and Faculty Association will provide each other with current lists of representatives.

2.3 Time Off for Faculty Association Business

- 2.3.1** The Faculty Association shall be allowed to buy such service time as it deems necessary.
- 2.3.2** The Association member will request for all time off in writing, through the applicable Dean or Manager. The College will approve such time off and scheduling accommodations will be made provided the Association gives appropriate notice of the intended absence and that the member's duties not be unduly disrupted.
- 2.3.3** The President of the Faculty Association or designee shall advise the College President or his designee, in writing, of the names of the specific members who will represent the Association for the purposes specified in Clause 2.3.1 above.
- 2.3.4** To facilitate the administration of this Article, the Employer will grant the leave of absence with pay and invoice the Association for the member's salary and applicable allowance in one half (1/2) day increments which the Association will promptly pay.
- 2.3.5** In the case of scheduled release time for the President of the Faculty Association or an alternate designated by the Faculty Association, the purchase

of release time shall be calculated on the basis of every 1% of release time multiplied by the Employee's annual salary.

- 2.3.6 The College will permit the Association time during the work day to hold its Annual General Meeting (AGM). When requested, additional meetings could be scheduled to inform academic staff members.

2.4 THE JOINT CONSULTATION COMMITTEE

- 2.4.1 The Joint Consultation Committee shall meet to consider matters arising from the implementation of this collective agreement. The Joint Consultation Committee shall be comprised of equal representation of the Faculty Association and Management (up to three (3) members appointed by the President and up to three (3) members appointed by the Faculty Association), to a maximum of six (6) committee members, and shall be co-chaired on an alternating basis by one (1) Management and one (1) Faculty Association member. Members appointed by the Faculty Association must be Faculty members or employed by the Faculty Association.
- 2.4.2 The College will consult with the Joint Consultative Committee regarding any additions and/or changes to the designation of categories and individual employees. Exception occurs when an individual is employed to work in externally funded, one-time funded program and is part of an Employee's assigned workload.

3. TERMS OF EMPLOYMENT

3.1 Application

- 3.1.1 This agreement applies to an Employee employed as a full time or part time continuous, term or casual Academic staff member pursuant to the Post-Secondary Learning Act; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part time:
- a) appointed to a continuous position; and
 - b) appointed to a term position, except as specified in Article 8.5; and
 - c) hired for casual employment, except that the following shall not apply:
 - i) Article 3.4 Changes to Employment Status
 - ii) Article 6 Vacation and Holiday Leave
 - iii) Article 7 Leaves
 - iv) Article 8 Benefits
 - v) Article 11 In the case of termination of employment

d) A casual employee shall have access to Article 11 if dismissed for disciplinary reasons and then only up to Article 11, Level 2 of the grievance procedure.

3.1.2 This agreement will not apply to Management Employees, Employees represented by AUPE, Excluded Employees, students or persons employed under special or cost shared programs.

3.1.3 Notwithstanding Clause 3.1.1 c), an Employee hired for casual employment shall, in lieu of receiving:

- a) paid holidays pursuant to Article 6.1, Holiday Leave be allowed, in addition to his regular wage earnings, pay at 5.2% of his regular wage earnings, and for working on a paid holiday, pay at time and one-half (1/2) his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and
- b) annual vacation leave pursuant to Article 6.3 be allowed in addition to his regular wage earnings, pay at 6% of his regular wage earnings.

3.2 Faculty Status

3.2.1 On initial appointment, all academic staff shall be required to complete a probationary period of two (2) years. During this time period, Faculty must complete instructional skills training as directed by Portage College. Probation may be extended by the College at its sole discretion to allow for completion of the instructional skills training. During the probationary period, reviews would take place as outlined in Guideline E.3.2.

3.2.2 An Employee who has previous employment with the College shall have such previous employment considered part of the probationary period providing the two positions are comparable and providing the employment was within the previous three (3) years.

3.2.3 This Article applies to Term and Continuous Employees.

3.2.4 During the Employee's probationary period, the College may terminate an unsatisfactory Employee's employment by written notice, and the Employee shall not have recourse beyond Level 3 of the grievance process as per Article 11.

3.2.5 Term Faculty length of appointment
The Association recognizes the need for Term faculty to establish new program/course offerings or in unexpected circumstances where programs/courses may be oversubscribed. Term appointments can be used while the College determines viability of the program/course.

A Term position is one where the Faculty member is employed over 5 months, either full or part-time; if part-time, the term faculty will have a workload over 50% of a continuous Faculty within that program area.

Term employees may be employed for any of the following reasons:

- To replace a Faculty member on professional development leave, leave of absence (with or without pay), medical leave, administrative assignment, or on other continuous assignment by the College (e.g. secondment)
- To fulfill special projects with conditional funding provided by agencies external to the College or by the College.
- To fill full-time or part-time instructional assignments on a temporary basis.
- To replace an incumbent following a resignation with insufficient notice.
- 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 College
- Term positions will be tracked at JCC on a monthly basis,
- Term positions will be reviewed by the Vice President Academic on a yearly basis, as per the criteria stated above. Management will present this information for consultation on or before the June JCC meeting. Length of terms, positions, and conversion of terms will be discussed.
- Terms will be set by Academic year, unless secure funding warrants terms beyond one year.
- When a conversion from Term to Continuous occurs, the faculty member's Term position shall reduce the required probationary period by the time served.

The Employer agrees to review all term employees and advise the Association of their employment by June 15.

3.3 Discipline/Suspension/Dismissal

An employee may only be disciplined, suspended, or dismissed for just cause.

3.3.1 Notice of Dismissal, Suspension or Discipline

When an Employee is dismissed, suspended, or disciplined, such Employee and the Association shall be advised in writing by the Employer of the reasons for such action.

3.3.2 An Employee may be dismissed for just cause without notice.

3.3.3 An Employee shall have access to his personal file during normal business hours and an Employee of the Human Resources staff will be present during the examination of the personal file.

- 3.3.4** Written reprimands or other letters of a disciplinary nature more than twenty-four (24) months old are deemed removed from the personnel file, provided that the file does not contain any further record of disciplinary action during that twenty-four (24) month period.

3.4 Changes to Employment Status

3.4.1 Resignation

- 3.4.1.1** An Employee who is a member of the Faculty Association is required to provide the Employer with six (6) weeks prior written notice of resignation if he wishes to resign in good standing. Holiday and vacation time will not be used in calculating the notice period. This requirement may be waived by mutual agreement between the Employee and the President. (See College Guideline E.1.08).

For each full calendar week that the written notice period falls short of six (6) working weeks, the Faculty may be required to forfeit one day's pay.

- 3.4.1.2** a) An Employee may offer to resign and receive a separation package where fiscal restraint, curriculum changes, insufficient enrolments or significant program changes occur.
- b) When offering to resign and receive a separation package, an Employee will make a business case, in writing, to the President. The President may give approval, and this decision is final and binding.

3.4.2 Re-assignment

- 3.4.2.1** a) Where fiscal restraint, curriculum changes, insufficient enrolments or significant program changes occur, an Employee may be reassigned by the Employer.
- b) The Employer will provide notice to the Faculty Association prior to announcing a reassignment.
- c). An Academic Staff member is considered to be reassigned if the member is changed from a telecommuting position to an on-campus position.

- 3.4.2.2** a) Should re-assignment become necessary, every effort and consideration shall be made to re-assign duties within the Employee's qualifications and capabilities or severance pay under Clause 3.4.3.3 will be offered by the Employer. Where an Employee declines a reassignment other than under Clause 3.4.2.2 (d), the Employee will be ineligible for severance pay.
- b) In the case of a reassignment from the position of initial appointment, the Vice President Academic or designate shall provide notice in writing not less than twenty (20) business days prior to the effective date.
- c) In the case of re-assignment to a position at a location more than 100 kilometres from the previous location, the Employee shall be offered relocation assistance. (See College Guideline E.1.07).
- d) In the event of an employer initiated reassignment beyond 100 kilometers from the position of initial appointment under Clause 3.4.2.2.(a), severance pay will be made available to the Employee as an alternative.
- e) In the event that a reassignment is necessary due to discipline, pursuant to Article 3.3, Clauses 3.4.2.2 (c) and (d) will not apply.

3.4.3 Redundancy

- 3.4.3.1** a) No Employee shall be declared redundant from the position of initial appointment unless as a consequence of fiscal restraint, curriculum change, insufficient enrolment, or course or program changes.
- b) The Employer will provide notice to the Faculty Association prior to announcing a redundancy.
- 3.4.3.2** (a) Where an Employee's position is identified by the Employer for redundancy, and no resignation under Clause 3.4.1 occurs or no reassignment under Clause 3.4.2 occurs, loss of employment will result for the affected Employee. The Employee shall be provided with forty (40) workdays notice or pay in lieu of notice, or a combination of notice and pay in lieu.
- b) Statutory holidays and vacation are not to be used in the calculation of the notice period.
- c) When a redundancy is declared, the College will consider alternative proposals such as, but not limited to job sharing, continuing education, transfer, leave without pay, or professional development of the employee.

Proposals must be submitted to the College within 10 calendar days of announcing the redundancy.

3.4.3.3 Severance pay for Continuous Employees will be calculated according to the following schedule:

Completed Years of Uninterrupted Employment	Severance Pay for Continuous Employees – Months of Pay at Current Regular Rate of Pay
2	3.5
3	4
4	4.5
5	5
6	5.5
7	6
8	7
9	8
10	9
11	10
12 or greater	11

3.4.4 Recall Clause

An Academic Staff member whose position has been released due to redundancy shall be given consideration to the first available comparable position through competition limited to such academic staff members. This right lasts for twelve (12) consecutive months commencing with the first day of the month following the release of the Academic Staff member. The former Employee shall be responsible to monitor for such available positions.

3.5 Acting Incumbency

3.5.1 An acting incumbent role exists when an Employee is designated by the Employer to perform the principal duties of a higher level position for a period of up to one (1) year, during which time he may also be required to perform some of his regular duties. If the period of acting incumbency is at least five (5) consecutive days, the Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is assigned only limited additional duties.

- 3.5.2** When an Employee qualifies in an acting incumbency role as Program Coordinator or Educational Counsellor Coordinator, he shall receive the applicable modifier(s), pro-rated for the length of the acting incumbency.

Where an Employee qualifies in an acting incumbency role, other than in the Instructor or Non-Instructional Faculty, he shall receive a minimum of five percent (5%) of his current salary in addition to his regular salary, or, subject to approval of the Employer, he may receive the minimum salary that would be applicable if he were promoted to the higher level.

- 3.5.3** Acting incumbency pay shall normally be paid as a monthly allowance, but where acting incumbency is for a period less than two (2) complete calendar months, it will be paid as a lump sum in the month following the acting incumbency.
- 3.5.4** An acting incumbency may be further extended for a period not to exceed one (1) year, but such extension shall be the subject of consultation between the Employer and the Faculty Association.

3.6 Travel and Subsistence

- 3.6.1** Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the *College Travel and Subsistence Guideline*.
- 3.6.2** The Employer agrees to consult with the Faculty Association prior to the alteration of travel and subsistence rates contained in the *College Travel and Subsistence Guideline*.
- 3.6.3** a) Travel for non-instructional related duties beyond a 7.25 hour period is paid at the overtime rates or the equivalent is taken as Time Off in Lieu (TOIL). Faculty are expected to plan their work so as to minimize travel overtime.
- b) Workload assigned for teaching that requires travel is outlined in the *Workload Assignment Manual*

3.7 Secondment

An Academic Staff member may request or accept a secondment opportunity. Approval of secondment will be based on operational requirements. Six (6) weeks prior to the end of their secondment, the Academic Staff member will be notified as to the status of their secondment. When the secondment has ended, the Academic Staff member will be returned to their original or an equivalent position.

4. WORKLOAD

4.1 Instructional Faculty

The parties recognize the College's responsibility to determine work assignments. Academic Staff members' responsibilities will vary in accordance with the program of the faculty member's appointment. Faculty members' responsibilities may include any or all of the following:

- a. **Instruction and Instruction Related Responsibilities:** Instruction, course preparation, syllabi, and outlines, office hours, student consultation, program meetings, grade reports, grading and student evaluation, student appeals, curriculum review and program quality assurance.
- b. **Service Responsibilities:** Program and institutional planning, committee membership, participation in faculty evaluation, convocation and student recruitment.
- c. **Professional Responsibilities:** Professional and personal development, maintaining professional competencies relative to licensing and certification.
- d. **Program / Course Development and/or Research Responsibilities:** The responsibilities of Academic Staff member may from time to time include curriculum development and/or applied research.

4.1.1 Workload assignments

It is agreed that various programs of instruction differ in the nature of the instructional assignments. It is neither practical nor equitable to expect instructors in different programs to have the same number of instructional contact hours.

To accommodate workload differences between programs and allow flexibility within a given program, program benchmarks have been established for different categories of programs offered. The College, using the appropriate program workload benchmark, shall determine the specific instructor's instructional hours. An Employee's instructional workload is determined by the Dean in consultation with the Program Coordinator, Employee or Employees as a group and within the department where one exists.

Employees, Coordinators, and Associate Deans/ Deans will refer to the *Workload Assignment Manual* created jointly by Management and Faculty at JCC.

Workload assignments take into consideration, but are not limited to:

- a. The requirements of the College
- b. The requirements of the academic program, lab supervision, lab teaching and practicum supervision
- c. The amount of course preparation time, exam supervision, unsupervised student periods, marking and examinations.
- d. The class size and historical instructional hours
- e. Special Assignments (refer to Clause 4.1.3)
- f. Special events
- g. Continuing education development and/or delivery. Any hours over and above the allotted workload will be in consultation with the faculty member and compensated as instructional overload.

The College will endeavor to notify the existing academic staff member of their workload for the next academic year between the months of May and June, with an absolute deadline of June 30. New Academic Staff members will be notified of their workload within 20 workdays of commencing employment.

A copy of every continuous and term academic staff member's workload assignment shall be available to JCC for the academic year. If an Academic Staff member's workload changes, copies of the amended workload assignment will be provided as they occur.

4.1.2 Program Benchmarks

Program Benchmark	Hours
ACE	650
Advance Care Paramedic	625
Baking	725
Business	540
Carpentry	725
Community Social Work	540
Culinary Arts	725
Educational Assistant/Early Learning & Child Care	540*
Electrical	725
Emergency Medical Responder	625
Fine Arts	540
Hairstyling	725
Heavy Equipment Operator	725

Heavy Equipment Technician	725
Institutional Cook	725
Native Arts and Culture	540*
Natural Resources Technology	600
Power Engineering	650
Practical Nurse	625
Primary Care Paramedic	625
Steam fitter/Pipefitter	725
University Studies	540
Welding	725

* Faculty Association members employed in Native Cultural Arts, Educational Assistant and Early Learning & Child Care roles prior to July 1, 2019 shall retain the program benchmark of 500 for the 2019/2020 academic year.

Where an existing faculty member's instructional hours are below the established benchmark, the Dean may assign additional duties.

4.1.3 Non-Instructional Workload

The Dean may, in consultation with the faculty member and their program coordinator, assign non-instructional workload to accommodate duties including, but not limited to curriculum development, applied research, and program specific duties such as lab preparation, maintaining equipment, accreditation and industry meetings.

4.1.4 Presence at Work

Instructional Faculty shall maintain a presence at a place of work designated by the College, when not on vacation or attending an approved professional development activity. Instructors will post designated office hours. The Instructional Faculty shall have the hours approved by the coordinator and dean as designated by the College. Instructional faculty shall normally be expected to attend convocation and are encouraged to attend special events celebrating the achievements of students.

Work days, when an Employee does not have an instructional assignment and exclusive of vacation, shall be used for course and curriculum improvement, course development, program review, divisional meetings, and College committee work, as approved by the Dean.

Instructional Faculty shall be expected to participate in training related to new technologies prior to the start of the academic year as designated by the College, provided the Faculty has been given reasonable notice; exceptions will be considered on a case by case basis.

- 4.1.5** Instructional workload for Program Coordinators will be reduced by the College to compensate for the increased administrative activities of the Coordinator. The instructional workload reduction for Program Coordinators is determined by the Dean, in consultation with the member, based on numbers of students in a program area, number of staff supervised, continuing education responsibilities, and the level of administrative and program responsibility.
- 4.1.6** a) Overload assignments are discussed with Academic Staff members, mutually agreed upon, and reported to JCC as part of workload assignment.
- b) Faculty Employees, who are assigned instructional overload beyond the program benchmarks as outlined in Clause 4.1.2, shall be compensated under Clause 9.3.1 for instructional classroom time only, recognizing the assigned overload also includes preparation, marking, student consultation, and appropriate administration of course materials, grades and records.
- c) Instructional Faculty assigned additional non-instructional workload will be paid at a rate of one and one half (1 ½) times the Employee's hourly rate (overtime) under Clause 9.5.1 for hours authorized by the Employer.
- 4.1.7** Where there is no established program benchmark during the academic term, a tentative program benchmark will be determined by the Employer in consultation with JCC prior to the program's commencement. The program benchmark will be reviewed upon completion of the academic year. A final program benchmark will then be established in consultation between the Employer and the Faculty Association at the Joint Consultation Committee (JCC).
- 4.1.8** a) Where an Instructional Faculty has an assignment that requires the use of new technologies with which the instructor is unfamiliar, the College, as determined by the Dean in consultation with the Program Coordinator and the Employee or Employees as a group, and where one exists, within the department, will provide the instructor with the necessary non-instructional workload and professional development activities so that the instructor can acquire the necessary skills and knowledge.
- b) Where the College is using multiple modes of delivery, an Instructional Faculty's workload will be determined by the Dean in consultation with the Program Coordinator, Employee or Employees as a group, and within the department, where one exists.
- 4.1.9** An Instructional Faculty's daily schedule shall not exceed more than 7.25 hours in a continuous period, except by mutual consent of the employer and employee.

4.2 Non-Instructional Faculty

- 4.2.1** The parties recognize the College's responsibility to determine work assignments for Non-Instructional Faculty. For Non-Instructional Faculty employees as described in Article 1.6, assignments will be made through consultation between the assigned manager or coordinator and the member within the department.
- 4.2.2** The assigned workload for Non-Instructional Faculty shall not exceed an average of thirty six point two five (36.25) hours per week or the equivalent on a monthly, quarterly or annual basis. Non-Instructional Faculty required to work above the monthly, quarterly or annual basis will be compensated as per Clause 9.4.1.

4.3 Workload Review

- 4.3.1** If a disagreement arises over the assignment of workload, a request for review shall be filed within ten (10) working days of the time at which the Employee is made aware of the workload assignment or subsequent change.
- 4.3.2** Such review will be made by an ad hoc Workload Review Committee, comprised of the Vice President Academic or his designate, a Program Dean and a member named by the Faculty Association.
- 4.3.3** The decision of this committee shall be delivered no later than five (5) working days after the notice of appeal was filed.
- 4.3.4** The decision of this committee is final and binding on the Faculty member, the Association and the College.

5. PERFORMANCE APPRAISALS

- 5.1** The Employer and the Association recognize that the evaluation of employee performance is the responsibility of the Employer. With respect to performance evaluation, College Guidelines shall apply. (See College Guidelines E.3.01 and E3.02)
- 5.2** Faculty who disagree with their performance appraisal have the right to compose a rebuttal statement and add it to their personnel file along with the appraisal.

6. VACATION AND HOLIDAY LEAVE

6.1 Holiday Leave

6.1.1 Faculty members are entitled to one day's paid leave for each of the following holidays:

Canada Day
Civic Holiday
Easter Monday
Family Day
Good Friday
Labour Day
Remembrance Day
Thanksgiving Day
Victoria Day
Winter Break (10 days – see Clause 6.2.1)
Spring Break (4 days – see Clause 6.2.2)

6.1.2 When a day designated as a holiday under Clause 6.1.1 falls during an academic staff member's work week, and they are not required to work, they shall be granted holiday on that day

6.1.3 When a day designated as a holiday under Clause 6.1.1 falls on an academic staff member's regularly scheduled day of rest, and the academic staff member is not required to work they shall be granted holiday leave on the day observed as the holiday.

6.1.4 Where an academic staff member is required to work on the day observed as the holiday, they shall receive equivalent time off in lieu on a straight time basis, in addition to his regular salary.

6.1.5 Time off in lieu granted under Clause 6.1.4 shall be scheduled at a time mutually agreeable to the academic staff member and the Employer within the next three (3) months. Once scheduled, the alternate time off shall not be rescheduled except by mutual agreement of the academic staff member and the College.

6.1.6 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

6.1.7 Authorized travel on College business on a paid holiday shall be considered working hours and the academic staff member shall be compensated in accordance with Clause 6.1.4.

6.1.8 When a day designated as a holiday under Clause 6.1.1 falls during a period of leave, the rate of pay applicable to the holiday shall be the same as that for the remainder of the leave period.

6.2 Fall Break / Winter Break / Spring Break

6.2.1 Subject to operational requirements, Academic Staff member shall be granted a period of at least fourteen (14) consecutive calendar days including December 24 to January 1 as Winter Break without loss of regular salary. This fourteen (14) day Winter Break shall be made up of ten (10) days of paid Winter leave for that year.

6.2.2. a) Academic Staff members shall receive a Spring Break of five (5) consecutive days leave with pay each calendar year during the period between February 1 and April 30 of the same year. This five (5) days of leave shall be made up of one (1) day of the Academic Staff member's vacation or holiday entitlement for that year, with the balance of four (4) days to be provided by the Employer. The Spring Break for the College will be established one year in advance in consultation with the Joint Consultation Committee.

Academic Staff members shall receive a Fall Break of five (5) consecutive days leave with pay each calendar year during the period between October 1 and November 30 of the same year. This five (5) days of leave shall be made up of one (1) day of the Academic Staff member's vacation or holiday entitlement for that year, with the balance of four (4) days to be provided by the Employer. The Fall Break for the College will be established one year in advance in consultation with the Joint Consultation Committee.

b) Academic Staff members who are required to work during the designated breaks will be given equivalent leave when outlined in a mutually agreed upon work plan between the Dean and the Academic Staff member, prior to the commencement of the break. The leave shall normally be taken during Academic staff member's non-instructional time.

6.2.3 The scheduling of the breaks shall be determined by the Employer.

6.2.4 Annual vacation leave entitlement shall not be reduced by the taking of the breaks except as noted in Clauses 6.2.1 and 6.2.2.

6.3 Annual Vacation Leave

6.3.1 All vacation requests must be submitted to the appropriate Dean or Manager for approval and will be approved subject to operational requirements. Such

entitlement shall normally be taken during the summer months unless the Academic Staff member and the College mutually agree to alternate times.

- 6.3.2** Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 6.3.3** a) Upon termination a Academic Staff member in a continuous position shall be paid cash in lieu of vacation earned but not taken, at a rate based on Clause 6.3.6 as follows:
- i) that vacation will be paid out at the daily straight time rate, except, Academic Staff members who resign in accordance with Clause 3.4.1, and do not use vacation earned to extend their employment, will be paid out these unused vacation days at a rate of one point two (1.2) times the daily straight time rate.
- b) Upon termination, a Faculty member in a term position shall be paid cash in lieu of vacation earned but not taken, at a rate based on Clause 6.3.6.
- 6.3.4** Where an academic staff member 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.
- 6.3.5** When a day designated as a paid or unpaid holiday under Article 6 falls within a period of vacation leave, it shall be counted as the holiday and not as a day of vacation.
- 6.3.6** a) Subject to Clause 6.3.7, Instructional Faculty members earn vacation leave credit in the amount of three and one half (3 ½) days for each month of service in which their actual basic pay is at least one half (1/2) of their base monthly pay.
- b) Subject to Clause 6.3.7, Non-Instructional Faculty members earn vacation leave credit in the amount of 2.08 days per month of service in which their actual basic pay is at least one half (1/2) of their base pay. After eight (8) years of continuous service, the entitlement will increase to 2.50 days for each month of service in which their actual pay is at least one half (1/2) of their base monthly pay.
- Service for this purpose includes paid leave but not unpaid leave, funded leave of absence, nor vacation leave from which a Academic Staff member chooses not to return to work.
- 6.3.7** Vacation leave shall be allowed to accumulate for use at any time in accordance with the general provisions of this section, to a limit of fifty (50) days. When an employee has fifty (50) days of vacation leave credit, one of the following steps must take place:

- a) In consultation with the Academic Staff member, the Employer will establish a plan to use the surplus days in excess of 42 vacation days; or
- b) Receive a cash payout for all or a portion of the surplus days in excess of the 42 day vacation limit as approved by the Employer; or
- c) a combination of a) and b) above.

6.3.8 A Academic Staff member shall earn Annual Vacation Leave pursuant to Clause 6.3.6 during the following:

- a) the first forty-four (44) consecutive work days of illness leave or absence during Workers' Compensation Supplement; or
- b) any other leave of absence with or without pay for the first twenty-two (22) work days.

7. LEAVES

7.1 Casual Illness

"Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.

7.1.1 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment.

7.1.2 An Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay in each calendar year (pro-rated in the first year of employment). 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 calendar year.

7.1.3 This Article is subject to Article 7.3.

7.2 General Illness

"General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed:

- a) eighty (80) consecutive work days; or
- b) where the Employer approves part time absences and part time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

7.2.1 General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clause 7.1.1.

7.2.2 Provided the Employee is not then absent from work due to illness, pursuant to Clause 7.1.2, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be set out in accordance with the following:

Completed years of uninterrupted service salary	General illness leave at full salary	General illness leave at 70%
0 year	*	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days

*During the first month of employment, the first ten (10) days of general illness leave shall be without pay. After completion of one month's salaried service, an Employee shall have ten (10) days credit at full salary.

7.2.3 a) Subject to Clause 7.2.3b, an Academic Staff member upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:

- i) illness leave entitlements reinstated pursuant to Article 7.2 when the member returns to work in the next year of employment; 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 year of employment.

b) Such reinstatement shall only occur where an Academic Staff member has not taken any General Illness Leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

7.2.4 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 8.1.

7.2.5 An Employee is not eligible to receive sick leave benefits under this Article if:

- a) the absence is due to an injury from employment of any other employer that qualifies for Worker's Compensation benefits; or
- b) the absence is due to an intentional self-inflicted injury.

7.2.6 When a day designated as Holiday Leave under Clause 6.1.1 falls within a period of general illness, it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

7.2.7 Casual illness entitlements earned but not taken by an Academic Staff member during the two (2) previous annual casual illness leave entitlements may be utilized in lieu of up to twenty (20) days of general illness which would otherwise be taken at seventy percent (70%) salary according to the schedule in Clause 7.2.2.

This Clause is subject to Article 7.3.

7.3 Proof of Illness

7.3.1 To obtain illness leave benefits as described in Articles 7.1 and 7.2, the Employer may require that an Academic Staff member provide proper medical certification or other proof of illness satisfactory to the College. The Employer may also require the Academic Staff member 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 Academic Staff member is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.

7.3.2 To obtain illness leave benefits as described in Article 7.2 the Academic Staff member is required to provide a proper medical certificate or other proof of illness satisfactory to the College. All required medical certification shall be at the expense of the employer

7.3.3 The Employer may require that an Academic Staff member undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Articles 7.1 and 7.2 the examination or interview shall be at the Employer's expense and on the Employer's time.

7.3.4 Where an Academic Staff member has been examined pursuant to Clause 7.3.3 and is also applying for Long Term Disability benefits, a copy of the medical report shall be considered as part of the Academic Staff member's application.

- 7.3.5** The Parties agree that Casual and General Illness benefits as provided in Articles 7.1 and 7.2 are intended only for the purpose of protecting an Academic Staff member from loss of income when the member is ill.

7.4 Special Leave

- 7.4.1** An Academic Staff member who requires time off from work may be granted special leave without loss of pay upon approval by a Dean or Manager at the work place. Special leave will not exceed ten (10) working days per calendar year (prorated in the first year of employment).

The circumstances under which special leave may be approved are listed below and are subject to Clause 7.4.2:

- a) illness within the immediate family;
- b) bereavement;
- c) travel time for illness within the immediate family or bereavement;
- d) administration of estate;
- e) moving household effects;
- f) disaster conditions;
- g) write examination(s) for course(s) approved by the Employer;
- h) attend funerals as pall-bearer or mourner, for persons not listed in Clause 7.4.2b;
- i) be present at birth or adoption proceedings of the Academic Staff member's child or grandchild;
- j) attend formal hearing to become Canadian Citizen.
- k) wellness day (three days)

- 7.4.2** For purposes of determining eligibility for Special Leave under Clause 7.4.1, the following provisions shall guide the eligibility decisions:

- a) **Family Illness:** an Academic Staff member who requires time off work shall be granted leave without loss of pay if there is an illness in his immediate family. Immediate family means
 - spouse (including common-law spouse),
 - son, daughter,
 - mother, father, foster parent, guardian, parent-in-law, grandparent, grandchild,
 - brother, sister
 - or the husband or wife of any of the above,
 - or any other person living with the employee as a member of their family.

The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appointment;

Bereavement leave of absence will be granted in the event of the death of:

- the Academic Staff member's spouse, adult interdependent partner, or common-law partner,
 - or any of the following relations of an Academic Staff member or their spouse (including common-law spouse or adult interdependent partner):
 - children (and their partner/spouse);
 - current or former foster children (and their partner/spouse);
 - current or former wards; parents, step-parents, current or former guardians (and their partner/spouse);
 - current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse);
 - grandchildren or step-grandchildren (and their partner/spouse);
 - grandparents; step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse);
 - nieces, nephews (and their partner/spouse); and
 - a person the employee isn't related to but considers to be like a close relative.
- b) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- c) Administration of estate shall apply only when an Academic Staff member has been designated as an executor or administrator of the estate;
- d) Moving of household furniture and effects shall apply to an Academic Staff member who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- e) Disaster conditions shall apply for a critical condition which requires an Academic Staff member's personal attention in a disaster (eg: flood, fire, tornado) which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- f) Mourner/Pall-bearer leave of absence will be granted where operational requirements permit subject to the approval of the Employer.
- g) Three (3) days will be allowed for a wellness day. The special leave days require prior approval from the employer.

7.4.3 Two (2) weeks' notice may be required for leave requested under Clause 7.4.1, d, e and k.

7.5 Maternity Leave

7.5.1 Entitlement

- a.) A pregnant Academic Staff member who has been employed for at least 90 days is entitled to maternity leave without pay.
- b.) The maternity leave to which a pregnant Academic Staff member is entitled is a period of not more than 16 weeks, (which is 1 week longer than Employment Insurance benefits to include the waiting period) starting at any time during the 12 weeks immediately before the estimated date of delivery.
- c.) After 52 weeks of continuous employment an Academic Staff member may qualify for Supplemental Employment Insurance Benefits (S.E.I.B.) covering the period she has provided medical evidence from her physician, which satisfies the College she is unable to do her job. An Academic Staff member 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.I.B. payments. Such proof must be provided to Human Resources no later than twelve (12) weeks after the commencement of maternity leave or the S.E.I.B. will be forfeited. Leave then taken under this S.E.I.B. plan shall be considered to be part of the maternity leave without pay. An Academic Staff member who is eligible for S.E.I.B. plan shall not be eligible for illness leave benefits pursuant to Article 7.
- d.) College shall not deny the pregnant Academic Staff member the right to continue employment during the period of pregnancy unless her ability to perform her assigned work is limited by the pregnancy. The College may require medical documentation verifying that there are no health related issues that prevent continued employment. The College shall pay the cost of such documentation.

7.5.2 Commencement of Maternity Leave

- a) Maternity leave shall commence at a time requested by the Academic Staff member, within twelve (12) weeks of the estimated delivery date, but no later than the date of birth of the child. Written application must be made at least six (6) weeks prior to the beginning of the leave indicating the date the Employee intends to begin leave and the date she intends to resume employment. If requested by the Employer, the pregnant Employee must provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.

- b) If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may give the Academic Staff member written notice requiring her to start maternity leave.

7.6 Parental/Adoption Leave

7.6.1 Entitlement

An Academic Staff member is entitled to parental leave as follows:

- a) in the case of an Academic Staff member entitled to maternity leave, a period of not more than 62 weeks of unpaid leave immediately following the last day of maternity leave;
- b) in the case of a parent who has been employed by the College for at least 90 days 52 consecutive weeks, a period of not more than 62 consecutive weeks of unpaid leave within 78 weeks after the child's birth;
- c) in the case of an adoptive parent who has been employed by the College for at least 90 days 52 consecutive weeks, a period of not more than 62 consecutive weeks of unpaid leave within 78 weeks after the child is placed with the adoptive parent for the purpose of adoption.

If an Academic Staff member described under this Clause are parents of the same child, the parental leave may be taken wholly by one of the Academic Staff members, or be shared by the Academic Staff members.

7.6.2 Commencement of Parental/Adoption Leave

- a) An Academic Staff member must give the Employer at least six (6) weeks written notice of the date the Academic Staff member will start parental leave unless:
 - i) the medical condition of the birth mother or child make it impossible to comply with this requirement;
 - ii) the date of the child's placement with the adoptive parent is not foreseeable.
- b) If the Academic Staff member cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Academic Staff member must give the College written notice at the earliest possible time of the date the Academic Staff member will start or has started parental leave.
- c) Written notice under Clause 7.5.2a. above is deemed to be notice of parental leave under this Clause unless the notice specifically provides that it is not notice of parental leave, in which case this Clause applies.

- d) Academic Staff members who intend to share parental leave must advise the College of their intention to share parental leave.
- e) Academic Staff members must stay in contact with the College during their leaves and must immediately inform the Human Resources office of any change of address.
- f) An Academic Staff member, who at the commencement of a maternity leave is participating in the College Benefits Plans, shall be eligible for benefits as any other Academic Staff member absent on sick leave during the health-related portion of a maternity leave. During the remainder of the leave, participation in the benefits plans shall be subject to the provisions of Clause 7.9.3.

7.7 Return From Maternity/Parental/Adoption Leave

- 7.7.1** An Academic Staff member on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Academic Staff member and the College agree to shorten the period by the Academic Staff member giving the College a medical certificate indicating that resumption of work will not endanger her health.
- 7.7.2** The Academic Staff member must provide the College at least six (6) weeks written notice of the date on which the Academic Staff member intends to return to work and in any event not later than six (6) weeks before the end of the leave period to which the Academic Staff member is entitled or six (6) weeks before the date on which the Academic Staff member has specified as the end of the Academic Staff member's leave period, whichever is earlier. An Academic Staff member must resume work on the date specified in the written notice and if the Academic Staff member fails to return to work on that date, the Academic Staff member is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- 7.7.3** If an Academic Staff member fails to provide at least six (6) weeks notice before the end of the leave period to which the Academic Staff member is entitled, the Academic Staff member may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- 7.7.4** An Academic Staff member who is entitled to resume work shall be returned to her former position or placed in another comparable position with the College at no less than the comparable salary that had been accrued to her at the commencement of leave.

7.8 Court Leave

- 7.8.1** When an Academic Staff member is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce

college records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay.

7.8.2 When an Academic Staff member is subpoenaed as a witness in his private capacity:

- a) at a location within the Province of Alberta, he shall be allowed leave with pay;
- b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer.

7.9 Leave Without Pay

7.9.1 An Academic Staff member may request a leave of absence without pay for up to two (2) years. To be considered, the request must normally be submitted at least six (6) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer, the leave without pay shall be granted.

7.9.2 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

7.9.3. An Academic Staff member who at the commencement of a Leave Without Pay is participating in College Benefits Plans may continue to be covered under these plans for one (1) year while on a Leave Without Pay and the Employer and member premium contributions shall continue. Six (6) weeks prior to the end of their Leave Without Pay, the Academic Staff member must notify Human Resources of their intention to return to work or resign.

7.10 Employee Funded Leave

7.10.1 Subject to the approval of the College, an Academic Staff member may participate in a deferred salary plan. The College shall administer the plan in accordance with the *Employee Funded Leave Guideline E.7.1*.

7.10.2 The provisions of the collective agreement shall not apply during deferred salary leave, except that the Academic Staff member may choose to continue the benefit plans that are applicable, subject to the contract between the College and the carrier of such benefits.

8. BENEFITS

8.1 Continuous and term Employees as outlined in Article 8.5 shall participate in the College Benefits Plans. Benefit coverage and eligibility conditions will be according to the conditions of the insurance policies and plan conditions. Part time Employees must have

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

- 8.2** All benefit plans 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. The College shall have the right to change the insurance carriers and/or plans provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intentment. Differences respecting any matters related to the administration and application of the benefit plans therefore are not subject to the grievance, mediation and arbitration provisions of this agreement. The Association shall be provided with a copy of these conditions upon request.
- 8.3** The benefits as referred to in the College Benefit Plans shall be Core Extended Health Care, Core Dental, Extended Health Care and Dental Opt Out and Opt Down credits, Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability. Further, the College agrees to maintain the existing overall cost sharing of 62% (College) and 38% (Employees) based on the total cost of all core benefits, including the Health Spending account, divided by the total number of all College Employees covered by the plans.
- 8.4** The College will provide, through the Benefits Consultant, a cost analysis of the Benefits plans on an annual basis prior to any changes being made to rates or deductions. Any changes to Carrier contracts will be discussed with the Employees or their representatives to address any issues raised. The Human Resources Director and/or College will provide updates on the Plans through the Joint Consultation Committee on any issues affecting Employees.
- 8.5** Academic Staff members appointed to term positions who have fewer than ten (10) months of uninterrupted service shall be entitled to the following benefits:
- a) Accidental Death and Dismemberment insurance for death or injury occurring while on Employer business;
 - b) Effective the first day of the month following the signing of the Collective Agreement by both parties, cash in lieu of other benefits as outlined in Article 8.3 in the amount of one hundred dollars (\$100) for any month in which the actual basic pay is at least one half (1/2) of the normal basic pay.
- 8.5.1** Term Employees will be eligible for benefits as outlined in Article 8.1, 8.2, 8.3, and 8.4 on the first day of the month following completion of the ten (10) months of uninterrupted service.

9. COMPENSATION

9.1 Rates of Pay, Qualifications and Procedure for Grade Placement

- 9.1.1** Employees shall be paid for work performed at rates of pay as specified in the appropriate salary schedule.
- 9.1.2** When an employee commences Human Resources will determine the Employee's applicable education level and experience for placement on the salary grid. Human Resources assigns the salary in consultation with the Dean/Manager. Teaching experience is counted 1/1; non-teaching but program related experience is counted 2/1.
- 9.1.3** When the employee commences, employment, the Employee is responsible for providing all necessary transcripts, documentation and hours of credit for industrial or technical courses, and clarification of qualifications taken.
- 9.1.4** Increments will be granted on the employee's commencement anniversary date.

9.1.5 a) Grade Placement

Grade "A"

- Less than one year of post-secondary preparation

Grade "B"

- One-year college certificate or its equivalent

Grade "C"

- Two-year college diploma,
- Journeyman certificate (based on an apprenticeship of 3 years or more).
- Nursing diploma
- Third Class Power Engineering Certificate

Grade "D"

- Three-year degree from a Canadian university (or its equivalent)
- An applied degree
- Two Journeyman certificates
- Second Class Power Engineering Certificate

Grade "E"

- Four-year degree from a Canadian university (or its equivalent)
- Registered Nurse designation
- First Class Power Engineering Certificate
- Welding Examiner/Inspector

Grade “F”

- Four-year degree from a Canadian university (or its equivalent) plus one additional year of postgraduate training
- 500 technological hours

Grade “G”

- Masters degree

Grade “H”

- Earned Doctorate

b) Equivalencies

An employee can move to higher pay grades up to Grade F without a degree if he/she has a combination of courses or training and the education/training is related to his/her field of instruction. This means that in addition to the above preparation levels, industrial or technical courses of a credit nature will be considered on the basis of 500 hours being the equivalent to one year of preparation. For the course(s) to be considered, the employee must provide documentation to substantiate that objective evaluation standards were met within the course(s).

Employees are only eligible for Grades G and H if they have a completed Masters or Doctorate.

Employees with university degrees after a certificate/diploma will not have their diploma and university courses counted twice where the university has given advanced standing based on the certificate/diploma.

Credit will not be given for recertification

9.1.6 On Change In Educational Level

- a) When an employee is not at the F level and completes enough education to qualify for movement to the next education level of the grid, he/she must submit the necessary proof of completion of courses to Human Resources for evaluation.
- b) Any increase in salary as a result of the completion of education will be effective the first month after Human Resources receives complete information on the courses completed.
- c) Adjustments will not be retroactive unless there are extenuating circumstances and are approved by Human Resources in consultation with the appropriate Vice President. Any retroactivity will be limited to six (6) months.

9.1.7 Review Procedure for Grade and Step Placement

- a) An Employee may appeal the evaluation of qualifications by Portage College Human Resources through a request in writing to the Human Resources Manager that a Qualifications Review Committee be established.
- b) The Qualifications Review Committee will consist of the Human Resources Manager or designate and one (1) member appointed by the Association. Where the two committee appointees are unable to reach a mutual agreement on an Employee's qualifications, the College Vice President Academic or designate will serve as a third committee member in order to facilitate a decision.
- c) The Qualifications Review Committee will be convened provided the case:
 - (i) is not a presentation of new information not yet considered by Human Resources,
 - (ii) is not a second or subsequent attempt to have an evaluation under the same unchanged principles reviewed
- d) The Employee may make a presentation to this Review Committee in person and may be accompanied by a member of the Faculty Association.
- e) After considering the documentation and information presented by or on behalf of the employee and the College, the Qualifications Review Committee shall within the terms of Clause 9.1.6 and 9.1.7, make a decision on the case with respect to the evaluation. If such decision results in a preparation grade level change, the effective date of such change will be the first of the month following the receipt of the documentation. No retroactive grid movement will occur.
- f) The decision of the Qualifications Review Committee is final and binding on the employee, the Faculty Association and the College.

9.1.8 Review, alteration or issues arising out of the application of this article shall be subject to only Level 2 of the grievance procedure as described in Article 11. A decision given at Level 2 shall be final and binding on the Employee, the College and all affected parties.

9.2 Modifiers

Academic Staff members shall be paid the appropriate modifier as authorized by the Vice President Academic or designee. All modifiers are reviewed annually and are subject to review by the Vice President Academic or designee as an Employee's circumstance changes.

9.2.1 “A” Modifier

- a) It is recognized that all instructors have some degree of administrative responsibility that is part of their workload.

This modifier recognizes the extra responsibility or program/non-instructional support services challenges that a few staff may have either on an ongoing or temporary basis. The employer will review the workloads of instructional staff each year. Modifiers will be based on the previous academic year.

An Employee must be deemed to have an administrative overload.

- b) The modifier may be added where staff meets one or more of the following criteria:

- Academic Staff member’s working at a single-instructor site whose duties will include College administrative responsibilities;
- Working with contracted instruction or services, and/or being administratively responsible for a large number of employees or contracted instruction;
- Student numbers in a program area are well above the norm, as measured by past and projected student FLEs for base credit programs and by headcount for ad hoc programming;
- Entrepreneurial activities that are ongoing throughout a year and will be responsible for budget forecasting and expenditures;
- Where an Academic Staff member is assigned a consultative and leadership role in an innovative or developmental program area, or in an assigned special project.

- c) An Academic Staff member who is designated to receive the administrative overload shall receive an administrative stipend. An Academic Staff member who is designated an A-modifier will receive non-instructional workload, up to a maximum of 25%, to perform the duties as designated by Vice President Academic or designate.

An Academic Staff member designated by the Employer to receive the “A” Modifier will receive the amount of \$219.00 monthly.

9.2.2 “C” Coordinator’s Modifier

- a. Academic staff members appointed to Coordinator roles will receive a “C” modifier. Responsibilities may include:

- Administrative/Program/Departmental leadership of a program area: such as monitoring and updating contracts, budget preparation, expenditure control, inventory and resource administration, establishing goals and directions for the program in consultation with the Vice President Academic or designate, work with advisory committees, government and regulatory agencies, program review and curriculum development.
 - Human resource management duties include hiring new staff, developing the program timetable and assigning workload within a program area.
 - Coordinators will be asked to provide input into performance management of the faculty members they supervise. Performance management will be delivered by the Associate Dean, Dean or Manager to Faculty members. Coordinators will be expected to conduct all performance management on those employees not in the Faculty Association who report to them.
 - Student management within the department, including recruitment, admission and selection, coaching/counselling, discipline, reporting and records, and student planning and organization.
- b. An Academic Staff member who is designated an Instructional Coordinator will receive up to 100% non-instructional workload to perform the Coordinator's duties as designated by Dean, Vice President Academic or designate.
- c. An Academic Staff member who is designated to receive the C Modifiers shall receive a coordinator stipend. The C modifier will have two (2) levels to the stipend. Non-instructional faculty will receive a Level 1 stipend and Instructional Faculty will be awarded a Level 2 stipend.

i) Non-Instructional Faculty

An employee designated by the Employer to receive the Level 2 "C" Modifier will receive the amount of \$334.00 monthly.

ii) Instructional Faculty

An employee designated by the Employer to receive the Level 2 "C" Modifier will receive the amount of \$671.00 monthly.

9.2.3 "Z" Modifier

To be designated to receive the Z modifier, the majority of an employee's work assignment must be in a community such as a Metis Settlement or a First Nation where the employee would not normally be allowed to set up his/her local residence. The designation to receive this modifier will be reviewed when the employee's work location changes or the employee's eligibility to maintain local residence changes.

An employee who is designated to receive the “Z” Modifier shall receive a salary stipend.

An employee designated by the Employer to receive the “Z” Modifier will receive the amount of \$219.00 monthly.

9.3 Overload for Instructors

9.3.1 Compensation for assigned instructional overload will be determined on an hourly basis using the following grid:

Effective July 1, 2015	
Instructor Grid Placement	Hourly Rate
Pay Grid “H”	\$106.00/ instructional classroom hour
Pay grid “G”	\$106.00/ instructional classroom hour
Pay grid “F”	\$102.00/ instructional classroom hour
Pay grid “E”	\$95.00 / instructional classroom hour
Pay grid “B”, “C”, or “D”	\$91.00 / instructional classroom hour
Pay grid “A”	\$80.00 / instructional classroom hour

9.4 Overtime for Non Instructional Faculty

9.4.1 Non-Instructional Faculty shall receive overtime compensation at the rate of one and one half (1 ½) times for all authorized hours worked in excess of balanced workload as per Article 4.2. Non-Instructional Academic Staff will choose compensation as either TOIL or the members hourly rate of pay as approved by the Employer.

9.5 Salary Schedules

9.5.1 The salary schedule outlined in Schedule “A”, shall apply effective July 1, 2015 and remain in effect until June 30, 2021.

10. PROFESSIONAL DEVELOPMENT

10.1 The College and the Faculty Association recognize the ongoing professional responsibility of individual members to keep themselves current in their various specializations and disciplines. The College shall provide opportunities and financing to enhance the members’ efforts to keep current in their fields and in technological advances

generic to the instructional process. The College will commit to a \$70,000 budget on an annual basis. With respect to Faculty Professional Development, the College guidelines, *Faculty Professional Development*, shall apply. (See College Guideline E.4.02).

- 10.2 A review process of College Guideline E 4.02 will occur at the first JCC meeting of each academic year.
- 10.3 Any adjustments to College Guideline E 4.02 and procedures will require the College to seek advice and garner input from JCC prior to the change being approved.

11. RESOLUTION OF DIFFERENCES

11.1 Definition of Grievance

- 11.1.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or violation of the Agreement by either party.
- 11.1.2 A complaint alleging sexual harassment, unjust treatment, discrimination, or unfair working conditions, may be presented as a grievance directly to Level 2.
- 11.1.3 A grievance concerning the dismissal or termination of employment or a grievance concerning a written reprimand of an Employee who is serving a probationary period may be subject to the Grievance Procedure except that the decision shall be final and binding at Level 3 on the member, the College, and all affected parties.

11.2 Settling a Grievance

- 11.2.1 The Employee shall first seek to settle the dispute through discussion with the immediate supervisor if appropriate. A Faculty Association representative may be present if the Employee requests.

11.2.2 Level 1

If the dispute is not satisfactorily resolved under Clause 11.2.1, the Faculty Association, on behalf of the Academic Staff member, may submit the grievance which must be in writing to the applicable Dean or Manager. The grievance must be submitted within fourteen (14) calendar days of the date upon which the subject of the grievance occurred or of the time when the Employee first reasonably became aware that a grievance allegedly occurred.

The Dean or Manager shall meet with the Faculty Association representative and Academic Staff member to discuss and review the grievance and submit a written reply to the Academic Staff member within twenty one (21) calendar days of the submission of the grievance.

11.2.3 Level 2

If the grievance is not satisfactorily settled at Level 1, the Faculty Association, on behalf of the member, may submit the grievance to the Vice President Academic or designee within fourteen (14) calendar days of the receipt of the reply at Level 1.

The Vice President Academic or designee shall submit a written reply to the Employee within twenty-one (21) calendar days of the submission of the grievance at Level 2 in the case of an individual grievance, and within twenty-one (21) calendar days in the case of a policy or Association grievance.

11.2.4 Level 3

If the grievance is not satisfactorily settled at Level 2, the Faculty Association, on behalf of the member, may submit the grievance to the President or designee within fourteen (14) calendar days of the receipt of the reply at Level 2.

The President or designee shall submit a written reply to the Employee within twenty-one (21) calendar days of the submission of the grievance at Level 3 in the case of an individual grievance, and within twenty-one (21) calendar days in the case of a policy or Association grievance. A decision given at Level 3 shall be final and binding at the College for the Employee, and all affected parties at the College.

11.3 Proposal to Mediate

11.3.1 Either party, after the completion of Level 3, may suggest to the other that a grievance filed under the collective agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion

11.3.2 Grievances will only be referred to mediation if both parties so agree.

11.3.3 The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.

11.3.4 The Mediator's recommended settlement will not set a precedent.

11.3.5 If mediation does not resolve a grievance, either party is free to start proceedings or to continue proceedings to resolve the grievance.

11.4 Grievance Arbitration Board

11.4.1 If the grievance is not satisfactorily settled at Level 3, the grievance may be referred by the Association to a Grievance Arbitration Board. The grievance must be referred within twenty one (21) calendar days of the reply at Level 3.

- 11.4.2** A Grievance Arbitration Board shall consist of one (1) member appointed by the Association and one (1) member appointed by the Board of Governors plus a chairperson, or if both parties mutually agree, a single arbitrator may be appointed.
- 11.4.3** The Association and the Employer shall each appoint representatives to a Grievance Arbitration Board. Upon the appointment of the two (2) representatives, they shall within fourteen (14) calendar days appoint a chairperson.
- 11.4.4** If the two (2) representatives fail to agree on a chairperson, either or both may request the Chair of the Labour Relations Board to appoint a chairperson.
- 11.4.5** The Grievance Arbitration Board shall hear the grievance and issue an award in writing and the award is final and binding upon the Employee, the College, and all affected parties.
- 11.4.6** The decision of the majority of the Grievance Arbitration Board is the award of the Grievance Arbitration Board. If there is no majority, the decision of the Chairperson shall be deemed to be the award.
- 11.4.7** Each party shall bear the cost/fees of its respective representative and the two (2) parties shall equally share the expenses of the Chairperson.

11.5 Time Limits

- 11.5.1** If the Employee fails to process the grievance within the time limits specified, the grievance shall be deemed to have been abandoned.
- 11.5.2** If the Employer fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- 11.5.3** The time limits may be extended by mutual agreement in writing.

11.6 Variance from Grievance Procedure

Grievances arising from demotion, suspension or dismissal may be initially heard at Level 2 and shall take into consideration suspended time already served. A policy grievance by either party shall commence at Level 2.

11.7 Association Grievance

- 11.7.1** The Association shall have the right to file a grievance other than an Employee grievance as envisioned as per Article 11.1.

11.7.2 The Association shall first seek to settle the dispute through discussion with the applicable Dean or Manager. If the dispute is not satisfactorily resolved, such grievance shall be submitted in writing by the Association President or designee at Level 2 in the Grievance Procedure within twenty one (21) calendar days following the alleged occurrence or origination of circumstances giving rise to the grievance.

11.8 Employer Grievance

11.8.1 The Employer shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the agreement. Such grievance shall be presented in writing signed by the President or designee, to the Association President within fourteen (14) calendar days following the occurrence or origination of the circumstances giving rise to the grievance.

11.8.2 A meeting of the President or designee plus a nominee and the Association President plus a nominee shall be held within fourteen (14) calendar days of the presentation of the grievance. Failing settlement at this meeting, the Association shall within fourteen (14) calendar days give the Employer its written reply to the grievance. Such grievance may be referred to an Arbitration Board within fourteen (14) calendar days of the date the Employer received the Association's reply.

11.9 No Arbitrator, Arbitration Board or other body shall, by its award, alter or amend the terms of this agreement.

11.10 The Faculty Association representatives shall be granted time off to meet with Employees in investigating a grievance. The applicable Dean or Manager must approve the granting of time off to investigate the grievance. Such approval shall not be unreasonably denied. Approved time off for Faculty Association representatives shall be without loss of regular earnings.

12. NEGOTIATION PROCEDURES

12.1 Either party wishing to amend this Agreement shall give notice in writing to the other party not less than sixty (60) days and not more than one hundred and twenty (120) days prior to June 30, 2021.

Each party will, within thirty (30) calendar days following the notice of intent, then provide the other party with a written submission identifying the Articles and Clauses and the related interests to be discussed or negotiated during bargaining.

Within fifteen (15) calendar days after exchanging the above noted submissions, the parties agree to commence bargaining.

12.2 After the notification of a desire to commence collective bargaining for revision or renewal of this contract the Faculty Association and the College Board or their representatives shall meet together from time to time, bargaining in good faith, and shall attempt to agree upon the terms of a new collective contract.

If the Faculty Association and the College Board or their representatives are unable to agree upon the terms of a new collective contract after one hundred twenty (120) days from the initial written notice of intention to commence collective bargaining, direction will be governed by the Alberta Labour Relations Code.

12.3 When the representatives of the Parties reach agreement on all items for negotiation,

- i) the Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement;
- ii) The Employer's representatives shall present and recommend the proposed agreement to the Board of Governors, which shall ratify or reject the agreement.

The formal ratification of both Parties shall be sought without undue delay after the Parties' representatives have signified their acceptance of the proposed agreement.

Where a settlement has been reached and ratified by the Parties, the Parties shall incorporate into a collective agreement the following:

- i) such other matters as have been agreed by the representatives of the Parties; and
- ii) those matters covered by this agreement for which no changes were proposed.

12.4 All amendments mutually agreed upon during the term of the agreement shall be added to the collective agreement as letters of understanding which will clarify original Article(s).

12.5 Any time limits set out in this Article are calendar days and may be extended by mutual agreement of the parties concerned.

13. STRIKE AND LOCKOUT

13.1 The Faculty Association agrees that it will not cause, authorize, sanction or permit employees to cause or take part in any sit-down, stay-in or slowdown or any strike or stoppage of any of the Employer's operations or any curtailment of work during the term of this Agreement.

13.2 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.

14. INTELLECTUAL PROPERTY, COPYRIGHT & ACADEMIC FREEDOM

14.1. Copyright

With respect to copyright, the Portage College Guidelines B.4.02 shall apply.

14.2 Intellectual Property

- a) Intellectual property means any result of intellectual or artistic activity, created by an Academic Staff member, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.
- b) JCC will finalize and maintain, through mutual agreement, guidelines for intellectual property.

14.3 Academic Freedom

- a) It is the freedom of teachers and students to teach, study, and pursue knowledge and research without unreasonable interference or restriction from law, public pressure, or institutional regulations. The advancement of learning through teaching, creative production and appropriate dissemination of ideas is essential to academic life.
- b) It is agreed that the parties to this agreement subscribe to the principles of academic and artistic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to the prescribed doctrine. Academic and artistic freedom does not confer legal immunity; nor does it diminish the obligations of Academic Staff members to meet their responsibilities to the College as set out and as assigned in workload.
- c) Academic Staff members have the right to publish the results of their research without interference or censorship from the College.
- d) Academic Freedom includes the Academic Staff member's right to select teaching materials, assignments/exams, text books, and methods to achieve the course outline learning outcomes.

15. PROTECTIVE CLOTHING

- 15.1 Protective clothing and safety equipment shall be provided in accordance with the Occupational Health and Safety Act.

- 15.2** Where the Employer determines that safety footwear should be provided, the Employer shall pay to each such eligible Employee upon production of receipt of such footwear up to a maximum of one hundred and twenty dollars (\$120.00) once every two years.
- 15.3** Where the Employer determines that prescription safety eyewear is necessary, the Employer shall pay to each such eligible Employee upon production of receipt the cost of such prescription safety eyewear up to a maximum of three hundred dollars (\$300.00) once every two years.

16. TERM OF AGREEMENT

- 16.1** This Agreement shall be effective from the date of signing by the Parties until June 30, 2021 and shall remain in effect thereafter until a replacement agreement is established.

LETTER OF UNDERSTANDING

Non Instructional Annual Vacation Leave

This letter of understanding applies to Faculty Association members employed by the College prior to June 30, 2011.

Faculty Association Members employed in Non-Instructional Faculty roles prior to June 30, 2011 shall retain their vacation days as outlined in Article 6.3.6 a.

Faculty Association Members employed prior to June 30, 2011 who change from Instructional to Non-Instructional roles shall retain their vacation days as outlined in Article 6.3.6 a.

Dated this 13th day of February, 2020




Witness



Witness



Chair, Board of Governors



President, Faculty Association

LETTER OF UNDERSTANDING

Employment Insurance Reduction

Employment Insurance Premium Reduction or Rebate

The Employer shall pay to the Faculty Association the full amount of any premium reduction or rebate allowable on Employment Insurance which is granted as a result of the benefits covering Employees under this Collective Agreement. This payment will be made by March 30th of each year governing this Collective Agreement. Should this program end, the College will not be obligated to continue payment to the Faculty Association.

Dated this 13th day of February, 2020



Witness



Witness



Chair, Board of Governors



President, Faculty Association

LETTER OF UNDERSTANDING
Casuals

This Letter of Understanding is to clarify the use of Casuals as per Article 1.7.4. The parties agree to ensure the ratio of Casuals is not to exceed 30% of total Faculty. A monitoring process will be established at JCC and any exceptions due to extenuating circumstances will require full approval of JCC.

The Letter of Understanding expires on June 30, 2021.



Witness



Witness



Chair, Board of Governors



President, Faculty Association


LETTER OF UNDERSTANDING

JCC Standing Items

This Letter of Understanding is to clarify that the following items will be discussed at regularly scheduled JCC meetings:

- Definition and articulation of the use of contracts within the Faculty Association
- Article 4 Workload
 - JCC will complete the Workload Assignment Manual to mutual satisfaction by December 31, 2019.
 - Review of Baking, Culinary Arts and Institutional Cook and ACE workloads on or before June 30, 2020
 - Review of Trades (Welding, Electrical, Steamfitter Pipefitter, Heavy Equipment Operator, Heavy Equipment Technologist, Hairstyling) on or before June 2021
 - Article 14 Intellectual Property, Copyright and Academic Freedom review

The Letter of Understanding expires on June 30, 2021.



Witness



Chair, Board of Governors



Witness



President, Faculty Association

SCHEDULE A
(36.25 Hours/Week)
(1892 Hours/Year)

JULY 1, 2015 - JUNE 30, 2020

	A	B	C	D	E	F	G	H
1	48,756 4,063 25.77	55,440 4,620 29.30	55,620 4,635 29.40	55,704 4,642 29.44	58,152 4,846 30.74	61,380 5,115 32.44	65,988 5,499 34.88	69,516 5,793 36.74
2	51,300 4,275 27.11	58,248 4,854 30.79	58,440 4,870 30.89	58,572 4,881 30.96	61,380 5,115 32.44	64,908 5,409 34.31	69,516 5,793 36.74	73,044 6,087 38.61
3	53,748 4,479 28.41	61,080 5,090 32.28	61,308 5,109 32.40	61,572 5,131 32.54	64,632 5,386 34.16	68,172 5,681 36.03	72,768 6,064 38.46	76,308 6,359 40.33
4	56,376 4,698 29.80	63,732 5,311 33.68	64,152 5,346 33.91	64,524 5,377 34.10	67,800 5,650 35.84	71,724 5,977 37.91	76,332 6,361 40.34	79,848 6,654 42.20
5	58,908 4,909 31.14	66,504 5,542 35.15	67,032 5,586 35.43	67,536 5,628 35.70	70,992 5,916 37.52	75,144 6,262 39.72	79,752 6,646 42.15	83,292 6,941 44.02
6	61,488 5,124 32.50	69,252 5,771 36.60	69,852 5,821 36.92	70,464 5,872 37.24	74,268 6,189 39.25	78,576 6,548 41.53	83,196 6,933 43.97	86,712 7,226 45.83
7	63,996 5,333 33.82	71,928 5,994 38.02	72,684 6,057 38.42	73,404 6,117 38.80	77,424 6,452 40.92	82,032 6,836 43.36	86,652 7,221 45.80	90,168 7,514 47.66
8	66,576 5,548 35.19	74,748 6,229 39.51	75,576 6,298 39.95	76,368 6,364 40.36	80,736 6,728 42.67	85,488 7,124 45.18	90,096 7,508 47.62	93,624 7,802 49.48
9	69,192 5,766 36.57	77,412 6,451 40.92	78,360 6,530 41.42	79,308 6,609 41.92	83,880 6,990 44.33	88,824 7,402 46.95	93,420 7,785 49.38	96,960 8,080 51.25
10	71,784 5,982 37.94	80,040 6,670 42.30	81,180 6,765 42.91	82,236 6,853 43.47	87,096 7,258 46.03	92,244 7,687 48.75	96,864 8,072 51.20	100,392 8,366 53.06
11	74,268 6,189 39.25	82,836 6,903 43.78	84,024 7,002 44.41	85,092 7,091 44.97	90,084 7,507 47.61	95,496 7,958 50.47	100,116 8,343 52.92	103,644 8,637 54.78
12	76,308 6,359 40.33	85,104 7,092 44.98	86,328 7,194 45.63	87,432 7,286 46.21	92,556 7,713 48.92	98,124 8,177 51.86	102,732 8,561 54.30	106,272 8,856 56.17

Dated this 13th day of February, 2020



Witness



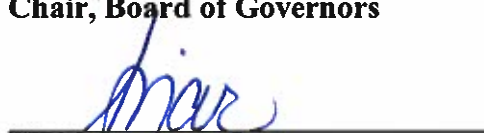
Witness



Witness



Chair, Board of Governors



President, Faculty Association



For the Faculty Association