

COLLECTIVE AGREEMENT

Between

THE BOARD OF GOVERNORS OF KEYANO COLLEGE

and

THE KEYANO COLLEGE FACULTY ASSOCIATION

July 01, 2006 – June 30, 2009

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ARTICLE 1 – TERM OF AGREEMENT

- 1.1 This agreement shall take effect on July 1, 2006 and shall remain in full force and effect until June 30, 2009, and shall continue in full force and effect from year to year until amended as hereinafter.
- 1.2 Either party wishing to amend this agreement shall give notice pursuant to Article 14.
- 1.3 This agreement shall remain in full force and effect during any period of negotiations including such time beyond the expiry date of this agreement that a new agreement is not reached.
- 1.4 It is the intent of the parties to abide by the terms of the collective agreement. If there is any conflict between the terms of the collective agreement and any policy, guidelines, or directives established by the College, the collective agreement shall prevail.
- 1.5 The purpose of this agreement is to establish the basis for harmonious relations between the Keyano College Faculty Association and the Board of Governors.
- 1.6 Parties to the agreement recognize that the purpose of Keyano College is to provide instructional programs of high quality and effectiveness, and both agree to work together towards this goal.
- 1.7 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, in accordance with the bargaining procedures herein provided, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

ARTICLE 2 - PERSONS COVERED BY THIS AGREEMENT

- 2.1 The employees covered by this agreement include all academic staff members as designated by the Board of Governors pursuant to the Post-Secondary Learning Act. The Board shall consult with the Association prior to changing the designation of a faculty member/position. As part of this consultation, the Board shall provide the Association with reasons for the proposed change.

ARTICLE 3 - BARGAINING AGENT AND MANAGEMENT RIGHTS

- 3.1 The Keyano College Faculty Association (K.C.F.A.) shall be the sole and exclusive bargaining agent for all employees designated to serve as academic staff members.
- 3.2 The Association recognizes and agrees that the Employer reserves and retains, solely and exclusively, all rights to manage the College except where these rights are specifically modified or restricted by the terms of this Agreement, provided that:
- (a) the College shall act reasonably in the administration of the Agreement, and
 - (b) faculty members shall not be discriminated against by reason of their participation in the lawful activities of the Association.
- 3.3 Twenty (20) working days prior to implementation of any proposed change to the Policy and Procedure Manual which specifically mentions or affects academic staff, the K.C.F.A. shall be consulted.
- 3.4 The President of the K.C.F.A. shall have his/her instructional workload reduced, where possible, by up to fifty percent (50%) of the applicable departmental maximum workload.

ARTICLE 4 - FACULTY ASSOCIATION DUES

- 4.1 The employer agrees to deduct from the salary of each Association member, as a condition of employment, once each month an amount equivalent to the Faculty Association dues.
- 4.2 Faculty Association dues shall be the amount established in accordance with the Association's constitution and by-laws. The Association shall advise the employer in writing of the amount to be deducted.
- 4.3 The amount so deducted and authorized shall be remitted to the Association Treasurer together with a list of employees from whom the deductions have been made not later than fifteen (15) days after the first day of each month.
- 4.4 The Association shall advise the President, in writing, of any change in the amount of dues to be deducted from the employees covered by this agreement. Such notices shall be communicated to the President at least thirty (30) days prior to the effective date of the change
- 4.5 An add and drop list of current K.C.F.A. members shall be submitted to the K.C.F.A. President on a monthly basis along with a monthly listing of members.

ARTICLE 5 - FACULTY APPOINTMENT

5.1 Guiding Principles

- 5.1.1 Academic staff members in competition for a position within the faculty shall be given fair consideration.
- 5.1.2 In competitions for positions below the rank of Chairperson, in the event that all other considerations are essentially equal, academic staff members shall be given preference over external candidates.

5.2 Selection Committee

- 5.2.1 For a position other than Chairperson, a selection committee shall include the department/program Chairperson or his/her designee and one Faculty Member from the appropriate department, program or discipline and the Dean/Director of the division or his/her designee.

Due to operational problems resulting from the summer annual leave period (June 15-August 30), the faculty member on the committee may be chosen from another program or department within the same division.

In cases of insufficient notice of resignation, the Dean, in consultation with the Chair or his/her designee, may recommend the appointment of a project employee provided the project employee is hired for a term not exceeding one year.

- 5.2.2 The appointment of any employee to a position on the Faculty shall be recommended to the College President by a Selection Committee.
- 5.2.3 The confirmation of the appointment of an employee shall be given in writing by the President or his/her designee, on behalf of the Board, setting out at least the following:
 - (a) the category of the appointment;
 - (b) the effective date and the term of the appointment; and
 - (c) the initial placement as to the salary level and entitlement including the education and experience increments granted subject to Clause 9.4.
- 5.2.4 A copy of the appointment letter shall be sent to the President of the Faculty Association. Normally the appointment letter shall be sent prior to commencement of employment. The letter shall be sent within five (5) working days of the appointment.

5.3 Definition of Positions

- 5.3.1 Permanent Position: A position funded for an indefinite period from the College's base operating grant from Alberta Advanced Education. Only the Board of Governors can abolish a permanent position.

In the event that a permanent position becomes vacant and the Board contemplates changing the status of the position to a non-permanent position, the Board shall consult with the Association prior to making a decision.

- 5.3.2 Project Position: A position established by term certain funding or term certain program approval.

- 5.3.3 The employer shall provide annually to the Faculty Association a summary of the number of Project and Permanent positions, classified by Division and by Full- or Part-time status. This summary shall be received no later than 30th September each year.

5.4 Definition & Status of Employees

- 5.4.1 An employee shall serve a probationary period ("Probationary employee") of two (2) years, during which time the employee is entitled to the benefits of, and subject to the terms of, this Agreement, provided however that during this two (2) year probationary period, the employee shall have no recourse to the grievance procedure in case of dismissal beyond level 2, as per Article 13.2.

If an employee (other than a "Replacement employee" or a "Substitute employee") is granted Permanent status pursuant to Clause 5.4.3 hereof, the employee is thereupon entitled to all benefits of, and subject to all terms of, this Agreement.

- 5.4.2 (a) Notwithstanding Clause 5.4.1 hereof, the two (2) year probationary period for an employee may be reduced to one (1) year, upon recommendation by the appropriate Chairperson and Dean/Director.
- (b) In exceptional circumstances, and in order to provide a Probationary employee further opportunity to demonstrate competence, the probationary period for a particular employee may be extended by a maximum of twelve (12) months by mutual agreement among the employee, the President of the College and the Executive of the Faculty Association (or its designee).

- 5.4.3 Prior to the expiration of the probationary period, an evaluation and a recommendation regarding the granting of permanent status shall be forwarded from the instructor's Chairperson and Dean/Director to the appropriate Vice President.

Two (2) months prior to the expiration of the probationary period, the President or his designee shall provide notice in writing of either the granting of permanent status or termination. In the case of instructors whose probationary period expires in July or August, such notice shall be given prior to April 30. In the case of termination, reasons shall be provided in writing.

- 5.4.4 A "Project Employee" is anyone:

- (a) hired to fill a Project Position (5.3.2);
- (b) hired to fill an instructional position on a temporary basis;
- (c) hired to replace an incumbent following a resignation with insufficient notice of resignation.

- 5.4.5 A "Replacement employee" is anyone hired for a term certain that exceeds twenty-two (22) work days to replace a Probationary employee or Permanent employee referred to in Clause 5.4.1 hereof. A Replacement employee is entitled to all the benefits of, and subject to all the terms of, this Agreement, except the right to grieve the term of their appointment.

- 5.4.6 A "Substitute employee" is anyone hired to substitute for a Probationary or Permanent employee for not more than twenty-two (22) work days, and, has been so hired because of illness, annual or special leave, leave without pay, professional development, resignation, termination, special assignment or secondment, or, to augment existing staff.

Substitute employees shall be paid at the rate of pay set out in Clause 9.9 of this Agreement, and are entitled only to those benefits set out in Clauses 11.7.6, 11.11, 15.1, 15.3 and 16.1 of this Agreement.

- 5.4.7 Notwithstanding any of the foregoing, where any employee competes for and accepts a transfer from one department/division to another, that employee may be required to serve a probationary period of up to one (1) year in the new position, and any such probationary period shall be consecutive to any other existing probationary period. Upon the satisfactory completion of all probationary periods, the employee may be granted permanent status pursuant to Clause 5.4.3 of this Agreement.

5.5 In any case where Keyano College has established a recurring permanent or project position of eight (8) to ten (10) months duration, the employee shall have the option of extending Alberta Health Care and Supplemental Health Care benefits for up to five (5) months while awaiting reappointment, provided the employee prepays the employee's portion of these benefits. The College shall continue to make its normal contributions to the employee's Supplementary benefit package during this period, provided however, that the amount of these contributions shall be repaid by the employee in the event of a failure to return to service.

5.6 Faculty Secondment

5.6.1 Faculty Secondment shall be administered in accordance with Board Policy 3.49, and a substantive breach of this Policy is agreed to be a grievable matter.

5.6.2 Board Policy 3.49, governing Faculty Secondment, shall not be amended except with the mutual consent of the College Board of Governors and the Faculty Association.

ARTICLE 6 - CONDITIONS GOVERNING RESIGNATIONS, TERMINATION, DEMOTIONS AND REDUNDANCY

- 6.1 All employees are required to provide the employer with eight (8) working weeks written notice of resignation. For each full calendar week that the written notice falls short of eight (8) working weeks, the employee may be required to forfeit one day's pay. This requirement may be waived by mutual agreement between the employee and the President. Holiday time shall not be used in calculating the notice period. However, should an employee provide written notice of resignation prior to May 15th with an effective date of June 30th or later, the penalty shall not apply.
- 6.1.1 No resignation shall be effective until after five (5) working days of its submission in writing. Within these five (5) days the employee shall have the option to withdraw his/her resignation.
- 6.2 The employer is to provide the employee with eight (8) working weeks written notice of termination or full pay in lieu of notice, except for dismissal for just cause.
- 6.2.1 Termination dates which fall between July 1st and August 31st of any year shall not be eligible for retroactive payments which arise out of negotiated salary settlements.
- 6.3 If a permanent Faculty member is terminated by the College because of position abolishment and/or reasons other than just cause, the Faculty member shall be entitled to the choice of:
- (a) One (1) month severance pay for each year worked, rounded to the nearest half year, to a maximum payment of twelve (12) months pay, calculated on the rates of pay set out in Article 9, or
- (b) A payment equal to the Faculty member's relocation loan plus three (3) months salary.
- 6.4 Should a redundant position be re-established within two (2) years, a Faculty member terminated by the College pursuant to Clause 6.3 shall have first option for that position. The onus is on the employee to keep the College informed of his/her forwarding address. Where two or more candidates are considered for recall, the member with the superior combination of education, ability and experience shall be recalled.
- 6.5 If a permanent Faculty member is terminated by the College because of position abolishment and/or reasons other than just cause, the College's obligation to pay severance under 6.3 shall be waived if the faculty member accepts another instructional position prior to his/her last day of employment in the terminated position. Such acceptance of another instructional position may, upon mutual

agreement, entail compensation for costs incurred by the faculty member as a consequence of the notice of termination.

ARTICLE 7 - REASSIGNMENT FROM POSITION OF INITIAL APPOINTMENT

- 7.1 No employee shall be reassigned from the position of initial appointment unless as a consequence of fiscal restraint, curriculum change, insufficient enrolment, or course or program changes.
- 7.2 If an employee is left without an instructional assignment for a period of two (2) weeks or less, such time shall be utilized for course preparation, professional development, and other related instructional/professional duties as approved by the Dean/Director.
- 7.3 Should reassignment become necessary, every effort and consideration shall be made to reassignment of duties within the employee's qualifications and capabilities. Such reassignment shall not incur a salary penalty.
- 7.4 In the case of reassignment from the position of initial appointment, the Vice President initiating the reassignment shall provide notice to the employee in writing not less than ten (10) working days prior to the effective date.

ARTICLE 8 - SUSPENSION, DISCIPLINE AND DISMISSAL

- 8.1 Disciplinary action shall only be taken for just cause.
- 8.2 A notice in writing setting out the specific grounds for any disciplinary suspension, demotion or dismissal shall be delivered to the employee and the Association. The Employee's notice shall be delivered by hand or to his/her last known address.
- 8.3 If an employee is suspended without pay for a period not to exceed one month, the employee shall serve the suspension on the day(s) specified. If the suspension is subsequently rescinded or shortened, the previously-deducted salary shall be repaid accordingly.
- 8.4 An employee's written reply to a disciplinary action shall be recorded as part of the employee's record, at the employee's request.
- 8.5 All written notices of Disciplinary action shall be clearly identified as such in the text of the notice.
- 8.6 Reprimands may be recorded by means of a letter to the employee. The letter shall be written within ten (10) working days of the date the College becomes fully aware of the facts giving rise to the reprimand. When such a letter is placed on an Employee's file, a copy of the letter shall be sent to the Association.
- 8.7 Unless an employee is involved in ongoing disciplinary proceedings, any record of a reprimand shall be removed from an employee's file at the employee's request upon the expiration of two years from the date of that reprimand.
- 8.8 Notwithstanding Clause 8.7 hereof, where an employee is disciplined and receives written notice that any further disciplinary action taken against the employee for similar incidents shall mean suspension of, or termination from employment, all disciplinary records pertaining to incidents of a similar nature on the employee's file at that date shall remain on file for a period of five (5) years from the date of the written notice and shall thereafter be removed at the employee's request.

ARTICLE 9 - SALARY

9.1 The following table shall be used to determine the salary range of an Employee.

RANGE	DESCRIPTION OF QUALIFICATION(S)
A	3-year Bachelor's degree, or Relevant Journeyman Certificate, or equivalent
B	4-year Bachelor's degree, or 3-year Bachelor's degree plus relevant Journeyman Certificate, or Two Relevant Journeyman Certificates, or equivalent
C	4-year Bachelor's degree plus one year, or 4-year Bachelor's degree plus relevant Journeyman Certificate, or equivalent
D	Master's degree
E	Two Master's degrees
F	Ph.D. or other earned Doctoral degree

9.1.1 The following salary schedule shall be in effect from July 1, 2006 to June 30, 2007.

STEP	A	B	C	D	E	F
1	50,535	52,932	55,334	57,734	60,133	62,534
2	52,932	55,334	57,734	60,133	62,534	64,935
3	55,334	57,734	60,133	62,534	64,935	67,335
4	57,734	60,133	62,534	64,935	67,335	69,733
5	60,133	62,534	64,935	67,335	69,733	72,136
6	62,534	64,935	67,335	69,733	72,136	74,536
7	64,935	67,335	69,733	72,136	74,536	76,938
8	67,335	69,733	72,136	74,536	76,938	79,339
9	69,733	72,136	74,536	76,938	79,339	81,739
10	72,136	74,536	76,938	79,339	81,739	84,136
11	74,536	76,938	79,339	81,739	84,136	86,538
12	76,938	79,339	81,739	84,136	86,538	88,938

9.1.2 The following salary schedule shall be in effect from July 1, 2007 to June 30, 2008.

STEP	A	B	C	D	E	F
1	52,656	55,149	57,647	60,143	62,638	65,135
2	55,149	57,647	60,143	62,638	65,135	67,632
3	57,647	60,143	62,638	65,135	67,632	70,128
4	60,143	62,638	65,135	67,632	70,128	72,622
5	62,638	65,135	67,632	70,128	72,622	75,121
6	65,135	67,632	70,128	72,622	75,121	77,617
7	67,632	70,128	72,622	75,121	77,617	80,116
8	70,128	72,622	75,121	77,617	80,116	82,613
9	72,622	75,121	77,617	80,116	82,613	85,109
10	75,121	77,617	80,116	82,613	85,109	87,601
11	77,617	80,116	82,613	85,109	87,601	90,100
12	80,116	82,613	85,109	87,601	90,100	\$92,596

9.1.3 The following salary schedule shall be in effect from July 1, 2008 to June 30, 2009.

STEP	A	B	C	D	E	F
1	\$55,000	\$57,599	\$60,203	\$62,805	\$65,406	\$68,009
2	\$57,599	\$60,203	\$62,805	\$65,406	\$68,009	\$70,613
3	\$60,203	\$62,805	\$65,406	\$68,009	\$70,613	\$73,215
4	\$62,805	\$65,406	\$68,009	\$70,613	\$73,215	\$75,815
5	\$65,406	\$68,009	\$70,613	\$73,215	\$75,815	\$78,420
6	\$68,009	\$70,613	\$73,215	\$75,815	\$78,420	\$81,022
7	\$70,613	\$73,215	\$75,815	\$78,420	\$81,022	\$83,627
8	\$73,215	\$75,815	\$78,420	\$81,022	\$83,627	\$86,230
9	\$75,815	\$78,420	\$81,022	\$83,627	\$86,230	\$88,832
10	\$78,420	\$81,022	\$83,627	\$86,230	\$88,832	\$91,430
11	\$81,022	\$83,627	\$86,230	\$88,832	\$91,430	\$94,036
12	\$83,627	\$86,230	\$88,832	\$91,430	\$94,036	\$96,638

Northern Residents Travel Benefit

- 9.1.4 In addition to the above salaries, employees at all grid steps shall receive \$2,500.00 per annum Northern Residents Travel Benefit.

Pedagogical Allowance

- 9.2 An instructor who has completed the Red River Certificate in Adult Education, or such other Adult Education program as is considered to be its equivalent by the Instructor Qualification Evaluation Committee, shall be entitled to a pedagogical allowance of one thousand two hundred dollars (\$1,200) annually. This allowance shall not apply if the Adult Education program is a component or a duplication of a credential used to determine the instructor's basic salary range.

- 9.3 An Instructor Qualification Evaluation Committee as defined in Board Policy 3.2 shall review the educational and experiential background of each newly appointed employee to determine the starting salary. Employees shall receive written notice of the Committee's decision within three (3) months of receipt, by the Committee, of complete documentation.

- 9.4 Should a new employee be hired at a salary greater than the salary of a current employee within the same department who appears to have equal qualifications and experience, the current employee shall upon request have his/her salary placement reviewed by the Instructor Qualification Evaluation Committee.

Employees who request such a review shall have written notice of the Committee's decision within three (3) months of the receipt of the request for review, or within three (3) months of the receipt of complete documentation in the event that the Committee requests additional documentation from the employee. Any adjustments in salary arising from such a review shall be retroactive to the date of the employee's request for a review.

- 9.5 Annual increments are granted or withheld by the appropriate Vice President in consultation with the appropriate Chairperson and Dean/Director. Annual increments are granted upon completion of a year's satisfactory performance. For employees of a full twelve month term, a "year's performance" is completed after twelve consecutive months, including annual leave or after the accumulation of ten (10) months of work, in the event that the normal twelve (12) month term is interrupted by periods of leave. For employees appointed for a term of less than twelve months, a "year's performance" is completed after accumulating ten (10) months of work. The determination of the aforementioned periods of twelve months and ten months shall not include any periods of paid leave for long term professional development or any leave without pay. Granting of an increment during the employee's probationary period is "without prejudice" when considering permanency under Clause 5.4.3.

- 9.6 The Board shall pay for membership in statutory professional associations where membership in the association is a legislative or regulatory requirement for an eligible faculty member lawfully to instruct in the profession or practice.

In the alternative, where the Board, on or after June 30, 1995, stipulates that membership in a statutory professional association is a condition of instruction and employment for an eligible faculty member, the Board shall pay the membership fee.

In the preceding two provisions, "eligible faculty member" means a faculty member who is employed full-time in a permanent, project or replacement position, for a minimum of eight (8) consecutive months.

Other than in the foregoing situations, where an employee holds a professional designation as a condition of employment, the employee shall maintain such designation in good standing.

- 9.7 Throughout this agreement, one day's pay shall be $\frac{\text{total annual salary}}{261}$ except as provided in Clause 11.2.8.

- 9.8 Effective July 1, 2006, the rate of pay for substitute instructors shall be \$236.00 per full day, \$118.00 per half day. Effective July 1, 2007, the rate of pay for substitute instructors shall be \$245.00 per full day, \$123.00 per half day. Effective July 1, 2008, the rate of pay for substitute instructors shall be \$256.00 per full day, \$128.00 per half day.

ARTICLE 10 - WORKLOAD

10.1 General

- 10.1.1 The Dean/Director or designee, in consultation with the instructor(s) involved, shall assign the instructional load. If possible, each instructor shall be notified of his/her load at least thirty (30) days prior to the start of the assignment.
- 10.1.2 In an instructor's assigned workload, as per article 10.1.1, there shall normally be a period of eleven hours and fifty minutes between the end of any evening assignment and the start of the assigned workload on the next day, except by mutual consent.
- 10.1.3 (a) The primary duties of an instructor shall include curriculum development, preparation for instruction, instruction in classroom, lab/shop, clinical and work experience settings, student consultation and advisement; supervision of students; and evaluation of students.
- (b) Faculty members are expected to maintain currency in their discipline and teaching methodology.
- 10.1.4 An employee who is required to instruct in a location other than the location normally assigned shall be compensated as follows:
- (a) Subsistence as defined in the College travel policy.
- (b) Travel-time allowance of sixteen dollars (\$16.00) per hour when required to travel a distance greater than 25 km. one-way from the normal place of work (Clearwater or Suncor Energy Industrial Campus), during times not included in the normal work day.
- 10.1.5 (a) If a disagreement arises over the assignment of workload, a Notice of Appeal may be filed in writing with the Vice President, Instruction. Such Notice of Appeal must be filed within 10 working days of the time at which the complainant is made aware of his/her workload assignment, and at least ten working days prior to the beginning of the instructional term with which the Appeal is concerned. The Vice President, Instruction shall strike an ad hoc Workload Appeals Committee whose mandate shall be to review the areas of concern and make a ruling. The decision of the Workload Appeals Committee shall be final and binding on all parties, and shall be delivered prior to the beginning of the instructional term with which the Appeal is

concerned. The membership of the Workload Appeals Committee shall consist of the following:

- (i) The Vice President, Instruction or his/her designee.
- (ii) Two members of the department/program concerned, such members to be selected by the members of that department.
- (iii) A member named by the Faculty Association.
- (iv) Two members appointed by the President.

10.1.5 (b) In instances where unanticipated changes in instructional load occur within the 10 working days prior to the beginning of an instructional term, an instructor may file in writing a Notice of Appeal with the Vice-President, Instruction within two working days of the time at which the complainant is made aware of the change in instructional load. Such Appeals shall be heard by an ad hoc Workload Appeals Committee comprised of the following:

- (i) The Vice President, Instruction or his/her designate.
- (ii) A member named by the Faculty Association.
- (iii) A member named by and mutually acceptable to the Faculty Association and the Vice-President, Instruction.

The decision of this Committee shall be final and binding on all parties, and shall be delivered no later than 5 (five) working days after the beginning of the instructional term with which the Appeal is concerned.

10.1.6 In addition to scheduled instructional hours, an instructor shall be available for consultation with students. Scheduled hours of student consultation shall not exceed 5 (five) per week for instructors in full-time positions. For instructors in part-time positions, scheduled periods of student consultation shall be prorated according to the fraction of full-time instructional load that the instructor is assigned. The times and locations for such consultation shall be determined by the Dean/Director, in consultation with the instructor.

10.1.7 The work year shall refer to the 200 working days within the applicable Academic Year, during which each faculty member has a workload responsibility to the College. The Academic Year and the work year shall be designated by the Dean/Director. The work year does not include

Paid Holidays or Annual Vacation. Although an Employee's participation in the Professional Educator's Orientation (PEO) program is counted as time worked for salary purposes, days so spent shall not be counted as work days for the purpose of completing the academic year..

- 10.1.8 Should the College approve a new program during the term of an existing collective agreement, the College and the Faculty Association shall work together, utilizing the process outlined below, to define a workload for faculty in such a new program.
- (a) After a new program has been approved by the Board of Governors, the President of the College shall advise the President of the Faculty Association. The President of the College and the President of the Association shall each appoint two members to serve on an ad hoc New Programs Workload Committee. The Committee shall be co-chaired by one person from each subgroup.
 - (b) The purpose of the Committee is to review relevant factors, identified below, and propose a workload for instructors teaching in each new program. The Committee should complete its work within 20 working days of the Board decision.
 - (c) In determining instructor workload, the Committee shall consider factors such as, but not limited to, workload in similar programs at Keyano College; workload in the same program in other Alberta colleges and technical institutes; mix of lecture and lab/shop/studio/practicum, program development required; work experience; and mix of delivery strategies.
 - (d) The Committee shall make a workload recommendation, expressed as draft contract language, to the Board and the Association. If the Committee is not able to make a decision by consensus, the Committee shall advise the two Presidents who shall appoint a mediator from within the College or within the community. This mediator shall work with the Committee, seek advice from appropriate experts if necessary, and bring forward a recommendation within 20 working days.
 - (e) Once the workload agreement has been approved by the Board and the Association, it shall constitute a Letter of Understanding, signed by both parties, which shall be attached to the current collective agreement.

10.2 Trades Instructors & Trades Safety Training Instructors

- 10.2.1 (a) The instructional workload for each full-time Trades instructor shall be up to 16 student contact hours per week.
- (b) The instructional workload for each full-time instructor teaching Trades Safety Training Programs shall be up to 24 student contact hours per week.
- 10.2.2 A student contact hour shall equal 60 minutes of lecture-type instruction, or 90 minutes of laboratory or shop experience.
- 10.2.3 No instructional load shall contain more than four successive classroom based lecture or lab hours without a continuous break of at least 30 minutes.
- 10.2.4 (a) The instructional workload for each full-time Trades instructor shall not exceed 16 student contact hours per week, except as provided for in Clauses 10.2.4(b) and 10.2.5 (a).
- (b) In a Trades Division Department having three intakes or less (6 or 8 week duration) per 200 day work year and 1 instructor, the student contact workload shall not exceed an average of 20 hours per week over any 12 week period within the 200 day work year.
- Clause 10.2.2 shall not apply to this Clause as 1 hour shall equal 60 minutes. An instructor required to exceed the student contact hours shall be compensated as per Clauses 10.2.5, 10.2.6, 10.2.7.
- (c) The instructional workload for each full-time instructor teaching Trades Safety Training Programs shall not exceed 24 student contact hours per week, except as provided for in Clause 10.2.5 (b).
- 10.2.5 (a) A Trades instructor may be assigned to teach in excess of 16 student contact hours per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and 17:30, Monday to Friday, is equal to or exceeds the maximum number of periods, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each student contact hour in excess of 16 hours per week.

(b) An instructor teaching Trades Safety Training Programs may be assigned to teach in excess of 24 student contact hours per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and 17:30, Monday to Friday, is equal to or exceeds the maximum number of periods, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each student contact hour in excess of 24 hours per week.

10.2.6 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.

10.2.7 By mutual agreement between the instructor and his Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:

10.2.7.1 One day or equivalent for each two instructional overload hours assigned as per Clause 10.2.5.

10.2.7.2 One hour for each overtime hour assigned as per Clause 10.2.6.

10.2.8 Whenever possible, instruction shall be scheduled between the hours of 08:00 and 17:30, Monday - Friday.

10.3 Nursing, Early Childhood Development, Transitional Instructors

10.3.1 The instructional workload for each full-time instructor shall be up to 16 student contact hours per week.

10.3.2 A student contact hour shall equal 60 minutes of lecture-type instruction, or 105 minutes of laboratory or clinical instruction, or 120 minutes of practicum, preceptorship, or work experience supervision.

10.3.3 No instructional load shall contain more than four successive classroom based lecture or lab hours without a continuous break of at least 30 minutes.

10.3.4 Notwithstanding Clause 10.3.2, where the Dean/Director and a majority of the full-time instructors in the program or department agree, one student contact hour in any course may equal:

- (a) more or less than 105 minutes of laboratory or clinical instruction;
- (b) more or less than 120 minutes of practicum, preceptorship or work experience supervision.

10.3.5 The instructional workload for each full-time instructor shall not exceed 16 student contact hours per week, except as provided for in Clause 10.3.6.

Clause 10.3.9 shall also apply.

10.3.6. An instructor may be assigned to teach in excess of 16 student contact hours per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and 17:30, Monday to Friday, is equal to or exceeds the maximum number of periods, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each student contact hour in excess of 16 hours per week.

10.3.7 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.

10.3.8 By mutual agreement between the instructor and his Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:

10.3.8.1 One day or equivalent for each two instructional overload hours assigned as per clause 10.3.6.

10.3.8.2 One hour for each overtime hour assigned per Clause 10.3.7.

10.3.9 Whenever possible, instruction shall be scheduled between the hours of 08:00 and 17:30, Monday to Friday.

10.4 Academic Foundations, Business Administration, Computer Information Systems, College Preparation, Environmental Technology, Office Administration, Engineering Technology and University Studies

10.4.1 The weekly instructional workload for each full-time instructor shall be up to as listed below:

Academic Foundations	22 periods
Business Administration	17 periods

Computer Information Systems	17 periods
College Preparation	20 periods
Environmental Technology	17 periods
Engineering Technology	17 periods
University Studies	16 periods

- (a) The weekly instructional workload for each full-time instructor in Office Administration shall be between 18 and 22 periods per week, and the annual average for each full-time instructor shall not exceed 20 periods per week,
 - (b) For Business Administration and Computer Information Systems instructors only, the maximum number of preparations shall be four (4) per academic semester.
- 10.4.2 A period shall equal 50 to 60 minutes of instruction. Field placement or practicum shall equal one-half (1/2) period.
- 10.4.3 No instructional load shall contain more than four successive classroom based lecture or lab hours without a continuous break of at least 30 minutes.
- 10.4.4 Should an instructor teach in more than one area, the area where the majority of time is spent shall be considered the area of workload calculation. In the event an instructor is teaching in more than one area equally, the workload shall be calculated by averaging the workload periods.
- 10.4.5 For University Studies instructors only, the maximum number of preparations per academic semester shall be four (4), and the maximum number of preparations per academic year shall be eight (8). Six credit courses shall count as two preparations over the academic year. The maximum number of course sections per academic semester shall not exceed four (4). All sections assigned to instructors teaching four (4) preparations shall be within the Academic and Career Programs Division.
- Probationary and/or eight month contract University Studies Instructors with no prior teaching experience shall not be assigned more than three course preparations per academic semester.
- 10.4.6 Whenever possible, instruction shall be scheduled between the hours of 8:00 and 17:30, Monday to Friday.
- 10.4.7 An instructor may be assigned to teach in excess of the maximum periods per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and

17:30, Monday to Friday, is equal to or exceeds the maximum number of periods, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each period in excess of "the maximum periods."

10.4.8 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.

10.4.9 By mutual agreement between the instructor and the relevant Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:

10.4.9.1 One day or equivalent for each two instructional overload hours assigned as per Clause 10.4.7.

10.4.9.2 One hour for each overtime hour assigned as per Clause 10.4.8.

10.5 Heavy Industrial Programs

10.5.1 Daily hours of work shall vary depending on program requirements, weather, location and season.

10.5.2 The maximum of hours of work shall be 1440 per year.

10.5.3 If required to work beyond 1440 hours per year, the instructor shall be compensated for such overtime at the rate of:

$$\text{Number of overtime hours} \times \frac{\text{salary}}{1134}$$

or, upon mutual agreement, compensatory time off equivalent to the number of excess hours.

10.5.4 If a Heavy Equipment or Truck Transport instructor is employed in a Project or Replacement capacity for less than a full College year or less than full time, the instructor shall be paid for all hours worked to a maximum of 1440 hours, at an hourly rate calculated by:

$$\frac{\text{Annual Salary}}{1440}$$

Any hours worked beyond 1440 in that College year shall be paid at an hourly rate calculated by:

$$\frac{\text{Annual Salary}}{1134}$$

10.6 Visual and Performing Arts Instructors

- 10.6.1 A period shall equal 50 to 60 minutes.
- 10.6.2 No instructional load shall contain more than four successive classroom based lecture or lab hours without a continuous break of at least 30 minutes.
- 10.6.3 (a) For visual art and drama instructors only, the maximum instructional workload shall not exceed 504 periods per academic year excluding examination periods.
- (b) For visual art studio instructors, the maximum number of preparations shall be either three (3) per week if the courses are six-hour courses or four preparations per week made up of two six-hour courses plus two other courses of less than six hours.
- (c) For art history instructors, workload shall be as specified in Clause 10.4.5 for University Studies instructors.
- (d) For music instructors, workload for each full-time instructor shall be up to 16 periods per week.
- 10.6.4 (a) Notwithstanding 10.6.1 above, for music instructors only, conservatory periods shall equal up to 75 minutes of instruction. For the purposes of this Agreement 'conservatory' refers to one-to-one instruction of music students in non-credit courses.
- (b) For music instructors only, the maximum number of preparations shall be five (5), defined in terms of 'course units' per academic semester. Course units are defined as follows:
- (i) One-to-one instrumental or vocal instruction in credit and non-credit courses. A maximum of eight (8) periods of one-to-one instruction, as defined in 10.6.1 above, shall equal one course unit.
- (ii) One to three (1 - 3) small ensembles in the same instrument group, including voice.

- (iii) One large ensemble.
 - (iv) One group course (credit or non-credit). Multiple sections of a single course collectively constitute one course unit.
 - (c) For instructors teaching one (1) lecture format, group course of three (3) credits or more in a semester, the maximum number of preparations shall be five (5) course units per semester. For instructors teaching two (2) or three (3) lecture-format, group courses of three credits or more in a semester, the maximum number of preparations shall be four (4) course units per semester.
- 10.6.5 Other College sponsored or approved visual and performing arts activity apart from classroom or individual instruction shall be valued at up to four (4) periods per academic semester, at the Dean's discretion based on the Chairperson's recommendation.
- 10.6.6 An instructor may be assigned to teach in excess of the maximum periods per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and 17:30, Monday to Friday, is equal to or exceeds the maximum number of periods, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each period in excess of the maximum periods.
- 10.6.7 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.
- 10.6.8 By mutual agreement between the instructor and the appropriate Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:
- 10.6.8.1 One day or equivalent for each two instructional overload hours assigned as per Clause 10.6.6.
 - 10.6.8.2 One hour for each overtime hour assigned as per Clause 10.6.7.
- 10.6.9 For musical instrument repair instructors only, the maximum instructional workload for each full-time instructor shall not exceed 22 periods per week.

10.7 Human and Community Services Instructors

- 10.7.1 The instructional workload for each full-time instructor shall not exceed an average of 16 student contact hours over any 16 week period.
- 10.7.2 A student contact hour shall equal 60 minutes of classroom instruction or 120 minutes of practicum supervision.
- 10.7.3 No instructional load shall contain more than four successive classroom based lecture or lab hours without a continuous break of at least 30 minutes.
- 10.7.4 Consistent with Article 10.1.7 the work year shall consist of 200 working days, which shall be assigned throughout the college academic year depending on program requirements.
- 10.7.5 An instructor may be assigned to teach in excess of the average of 16 student contact hours over any 16 week period by mutual agreement. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each excess period.
- 10.7.6 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.
- 10.7.7 By mutual agreement between the instructor and his Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:
 - 10.7.7.1 One day or equivalent for each two instructional overload hours assigned as per clause 10.7.5.
 - 10.7.7.2 One hour for each overtime hour assigned as per Clause 10.7.6.

10.8 Other Employees

- 10.10.1 Employees whose primary responsibility is not direct teaching shall have assigned work hours of thirty-six (36) per week.
- 10.8.2 Any employee required to work beyond the thirty-six (36) hour week shall be compensated at the overtime rate of:

$$\text{Number of Overtime hours} \times \frac{\text{salary}}{1134}$$

or upon mutual agreement, compensatory time off equivalent to the number of excess hours.

10.9 Distance Education and Alternative Delivery

- 10.9.1 For the purposes of this article, distance education and alternative delivery shall refer to instructional assignments utilizing technologies such as audioconferencing, videoconferencing, and the World Wide Web to instruct students who are completing courses at a distance and/or by self-directed study.
- 10.9.2 If an instructor is to be assigned workload that requires the use of new technologies with which the instructor is unfamiliar, release time and professional development activities which shall provide the instructor with the necessary skills and knowledge, shall be provided by the College, as directed by the appropriate Dean.
- 10.9.3 At least two months notice of an assignment to develop a distance learning or alternative delivery course or course components shall be provided by the College to the instructor(s) involved. Such notice shall include a clear description of the tasks to be completed by the instructor(s) during the development process, an estimate of the time allocated for the completion of these tasks, and the resources which shall be made available to the instructor(s) for this purpose. If within ten days of being informed of the rest of his/her workload over this period, an instructor so assigned judges that the overall workload during this period is unreasonable, the instructor shall have access to the workload appeal process outlined in article 10.1.5 (a) and 10.1.5 (b) of this Collective Agreement.
- 10.9.4 At least one months notice of an assignment to deliver a distance learning or alternative delivery course or course component shall be provided to the instructor(s) involved. If this is a first-time delivery of such a course or course component, for an instructor so assigned, the assignment shall include a clear description of the duties involved, an estimate of the times required to complete these duties and the resources available to the instructor for the fulfilment of these duties.

If within ten days of being informed of the rest of his/her workload over this period, an instructor so assigned judges that the overall workload during this period is unreasonable, the instructor shall have access to the workload appeal process outlined in article 10.1.5 (a) and 10.1.5 (b) of this Collective Agreement.

10.10 Skill Centre Instructors

- 10.10.1 The instructional workload for each full-time instructor shall not exceed 24 student contact hours per week.

- 10.10.2 A student contact hour shall equal 60 minutes of instruction or 90 minutes of tutoring.
- 10.10.3 No instructional load shall contain more than four successive instruction or tutoring hours without a continuous break of at least 30 minutes.
- 10.10.4 Whenever possible, instruction shall be scheduled between the hours of 8:00 and 17:30, Monday to Friday.
- 10.10.5 An instructor may be assigned to teach in excess of the maximum student contact hours per week between the hours of 08:00 and 17:30, Monday to Friday. If the assigned teaching load between the hours of 08:00 and 17:30, Monday to Friday, is equal to or exceeds the maximum number of student contact hours, then any assigned workload outside of these times shall be by mutual agreement only. Otherwise, the total assigned workload shall not exceed the maximum hours except by mutual consent. Such additional hours shall be compensated at the rate of 1/900 of annual salary for each student contact hour in excess of the maximum contact hours.
- 10.10.6 If an instructor agrees to work on Saturdays or Sundays, for other than instructional assignments, he shall be compensated at the rate of 1/1134 of annual salary for each hour so worked.
- 10.10.7 By mutual agreement between the instructor and his/her Dean/Director, time off in lieu of payment (compensatory time) may be arranged. Such compensatory time shall be paid on the following basis:
- 10.10.7.1 One day or equivalent for each two instructional overload hours assigned as per clause 10.10.5,
- 10.10.7.2 One hour for each overtime hour assigned as per clause 10.10.6.

ARTICLE 11 - SUPPLEMENTARY BENEFITS

11.1 Application

Except as specifically provided, the provisions of this article shall apply only to permanent, probationary and replacement employees in permanent or project positions.

11.2 Holiday

11.2.1 All employees are entitled to one day's paid leave for:

(a) Each of the following designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	August Provincial Holiday
Canada Day	Family Day

Where a designated holiday falls on a regularly-scheduled day of rest, the holiday shall be moved to the first regularly-scheduled work day following the holiday.

(b) The period December 24 to December 31, annually.

11.2.2 For instructors employed for a full work year, as defined in 10.1.7, if an instructor takes Annual Vacation days during the work year before taking Annual Vacation, the instructor shall obtain approval from the Dean/Director for the time of the Annual Vacation days taken, and the time of compensating days of work.

11.2.3 Employees employed for less than a full work year, as defined in 10.1.7, shall earn vacation at a rate of one (1) day for each five (5) days worked. For the purpose of this clause, short-term professional development leave and designated holidays outlined in Clause 11.2.1 (a) are considered as work days. Fractional entitlements shall be rounded up to the nearest half.

11.2.4 Employees shall be paid for any leave earned but not taken at the time of resignation or termination.

11.2.5 An employee shall not accrue vacation entitlements during general illness absences that exceed 22 consecutive work days.

11.2.6 (a) The employer shall endeavour, when operational requirements allow, to authorize vacation leave during summer months. Employees whose instructional program responsibilities do not enable the total vacation leave to be taken during the summer months shall be entitled to a minimum of four (4) consecutive weeks vacation during the summer months and the remainder at a time approved by the Dean/Director in consultation with the Chairperson and instructor.

- (b) Notwithstanding Clause 11.2.6 (a), heavy equipment instructors shall have, during the scheduled 1440 hour work year, a minimum of two (2) consecutive weeks during the months of July and August for vacation leave. This two (2) week break may not necessarily follow the normal calendar week.
- 11.2.7 Employees, other than instructors, shall be entitled to one month's vacation during the summer months and the remainder at a time approved by the Vice President/Dean/Director.
- 11.2.8 Where a faculty member is assigned by the College to work in excess of 200 work days, the member shall be paid 1/200 of his annual salary for each day worked beyond 200 work days. No such assignment shall result in a work year exceeding 220 days. As in 10.1.7, days spent as a participant in the Professional Educator's Orientation (PEO) program shall not be counted as work days for the purpose of completing the academic year.

11.3 Conditions and Procedures Governing Sick Leave

- 11.3.1 "Casual Illness" means an illness or medical condition which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less, and includes medical or dental treatment requiring an absence of one-half (1/2) day or longer for which reasonable notice has been given by the Employee.
- 11.3.2 An Employee in his first and in each subsequent calendar year of employment shall be entitled to a maximum of twelve (12) work days of casual illness leave with pay. Each day or portion of a day of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service.
- 11.3.3 "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 sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period.
- 11.3.4 An employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such general illness leave shall be as set out in accordance with Clause 11.3.5.
 - (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of

illness and thereafter 70% of normal salary for fifty (50) work days of illness.

- (b) Illness commencing in the first calendar year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next fifty (50) work days of illness.
- (c) Illness commencing in the second calendar year of employment; 100% of normal salary for each of the first fifteen (15) days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
- (d) Illness commencing in the third calendar year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
- (e) Illness commencing in the fourth calendar year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next twenty-five (25) work days of illness.
- (f) Illness commencing in the fifth calendar year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next fifteen (15) work days of illness.
- (g) Illness commencing in the sixth or any subsequent calendar years of employment; 100% of normal salary for each of the first sixty (60) work days of illness.
- (h) For the purposes of Clause 11.3.4 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.

11.3.5 Subject to Clause 11.3.7, an employee who returns to active work with no medical limitations or condition after a period of general illness of not more than sixty (60) consecutive working days or three (3) consecutive months, whichever is the shorter period, shall have any illness leave days used, for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.

- 11.3.6 For purposes of this article, the maximum period of continuous absence recognized shall be sixty (60) consecutive work days or three (3) calendar months, whichever is the shorter period. Absences due to illness or disability in excess of that period shall be subject to Clause 11.3.14.
- 11.3.7 If the Employee suffers a relapse, complication, or recurrence of the same illness without first completing fifteen (15) consecutive days of normal work, there shall be no reinstatement of the used General Illness days.
- 11.3.8 When a day designated as a Statutory Holiday under Clause 11.2 falls within a period of general illness, it shall be debited as a day of general illness and under no circumstances shall an employee be authorized both a day of general illness and a holiday for the same day.
- 11.3.9 An Employee, during a period of General Illness, may be required to periodically provide an acceptable medical certificate indicating the need to remain off duty. Prior to return to active work after a period of General Illness an Employee may be required to provide an acceptable medical certificate indicating that the Employee is capable of performing his/her regular required duties on a normal basis. The Employer shall reimburse the Employee for any physician's fee charged for such a certification.
- 11.3.10 An Employee may be required to provide an acceptable medical certificate upon return to work from casual sick leave. An Employee may also be required to submit proof of attendance at a medical, dental, or optical appointment when time off work is granted to attend such appointments.

Where the College requires the Employee to provide such proof of attendance or certificate, the Employee shall be so advised prior to returning to work.

- 11.3.11 The Employer may require that an Employee be examined by a Doctor of the Employee's choice from a list of three Doctors provided by the Employer, or by an appropriate specialist chosen by the Doctor chosen above:
- (a) in the case of prolonged or frequent absence due to general illness, or,
 - (b) when it is considered that an employee is unable to satisfactorily perform his duties due to disability or illness.

The cost of such examination shall be borne by the Employer.

- 11.3.12 The College shall maintain a Long-Term Disability Plan, providing a 70% benefit, with a maximum monthly benefit of \$2,950. The Employee shall pay the premium costs of the Plan.
- 11.3.13 All employees shall be eligible to participate in the LTD plan provided they meet the eligibility requirements. Eligibility requirements and coverage may be changed by the carrier of the plan, or by mutual agreement of the Faculty and the Employer.
- 11.3.14 An eligible employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period, may apply for Long Term Disability benefits as provided under the LTD plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefit within the interpretation of the provisions of the plan shall be made by the third party claims adjudicator.

11.4 Conditions and Procedures Governing Special Leave

- 11.4.1 An employee upon application to the President or his designee shall be granted special leave at his/her basic rate of pay. Subject to 11.4.3, the maximum special leave allowance, per occurrence, is as follows:
- (i) Bereavement - five (5) days
 - (ii) Administration of Estate - one (1) day
 - (iii) Disaster conditions - two (2) days
 - (iv) Write examination(s) for course(s) approved by the employer - as required.
 - (v) Attend funeral as pall-bearer or mourner - one (1) day
 - (vi) Be present at birth or adoption proceedings of an employee's child -one (1) day
 - (vii) Attend formal hearing to become Canadian Citizen - one (1) day

Travel time required for special leave shall be over and above the time specified in Clause 11.4.1 upon application to the President or his designee.

Special leave requiring the employee's personal attention for situations not covered in this article may be granted upon application to the President or his designee.

11.4.2 For the purposes of determining eligibility for special leave under Clause 11.4.1 the following provisions shall apply:

- (i) Bereavement - leave of absence shall be granted in the event of the death of any of the following relations of an employee or spouse: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them, or a person permanently residing in the employee's household or with whom the employee permanently resides;
- (ii) Administration of Estate shall apply only when an employee has been designated as an executor of the estate for the deceased;
- (iii) Disaster conditions shall apply for a critical condition which requires an employee's personal attention in a disaster (flood, fire, etc.) which cannot be served by others or attended to by the employee at a time when he/she is normally off duty.

11.4.3 The maximum number of days granted for special leave per calendar year shall be seven (7) working days. This maximum number of days for special leave may be exceeded upon approval of the employer.

11.5 Leave Without Pay

11.5.1 Where workload and manpower requirements permit, an employee may be granted leave without pay upon request to the Vice President or his/her designee. Employees taking leave without pay exceeding twenty (20) work days shall be given the opportunity to maintain their applicable benefit coverage for the period of leave provided they prepay all premium costs for that period of coverage.

11.6 Parental Leave

11.6.1 Employees are entitled to fifteen (15) weeks of maternity and/or thirty-seven (37) weeks of parental leave without pay in accordance with the Alberta Employment Standards Code, and may be granted additional parental leave by mutual agreement with the College.

11.6.2 The College Human Resources Department and the Association shall each keep a copy of the Employment Standards Code for reference by Employees.

11.6.3 Upon reasonable notice being given to the Employer, an employee may be granted paternity leave of up to five (5) days with pay at or about the date of birth of the child.

11.6.4 Employees taking parental leave shall be given the opportunity to pre-pay all benefits for the period of his/her absence from the College. The employer shall continue its normal contributions to an employee's supplementary benefits during the leave. The amount of this contribution shall be a liability to the employee in the event of failure to return service.

11.7 Insurance - Group Life

11.7.1 Participation is a condition of employment for all employees.

11.7.2 The College shall pay 100% of the premium for the first \$25,000 of coverage, the Employee shall pay 100% of the premium for the balance of the insurance.

11.7.3 The schedule of insurance for an employee who is eligible to participate shall be two and one-half (2 1/2) times regular annual salary rounded out to the next highest \$1,000.00 to a maximum coverage of \$300,000.00

Insurance - Accidental Death and Dismemberment

11.7.4 The employer shall maintain a Master Insurance Policy for all employees that provides insurance coverage up to a maximum principal sum of 2 1/2 times salary in the event of accidental death, or dismemberment. This policy shall be in addition to the policy stated in Clause 11.7.3.

11.7.5 The total premium cost of this policy shall be paid by the employer.

Insurance - General Liability

11.7.6 The employer shall provide General Liability Insurance coverage for all employees while engaged in the scope of their regular work duties. Coverage provided shall be in accordance with the terms and conditions of the General Liability Policy of which the Employer is the policy holder.

11.7.7 The total premium cost of the policy shall be paid by the employer.

11.8 Health Care

11.8.1 Premiums for Health Insurance shall be paid as follows:

(a)	Alberta Health Care Insurance:	100% by Employee
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- (b) Supplemental Health Care Insurance: 100% by College
- (c) Dental Insurance: 100% by College
- (d) Vision Care: 100% by College

11.8.2 Dental insurance shall provide 80% of Basic Services and 50% of Major Restorative Coverage (maximum basic - and - major annual benefit of \$1,500 per person) and 50% Orthodontic Coverage (maximum lifetime benefit \$2,000 per person).

11.9 Workers' Compensation

11.9.1 If an employee sustains an injury in the course of his/her duties with the College, which causes him/her to be absent from work and, as a result, becomes eligible to receive Workers' Compensation payments, the College shall make any supplementary payments required to ensure that the employee's normal net salary is protected for the periods outlined hereunder:

<u>Term of Employment</u>	<u>Eligibility Period</u>
Up to and including five (5) years	60 days
Six (6) to ten (10) years	90 days
More than ten (10) years	120 days

11.9.2 If the employee has not returned to work due to injury when his/her eligibility period has expired, he/she shall then be paid according to the rate prescribed by the Worker's Compensation Act and shall be paid any benefit to which the employee might be entitled under the provision of the Long Term Disability plan.

11.9.3 If an Employee suffers a relapse or re-occurrence of a disability due to a previously claimed injury, and has previously used the total eligibility period, the eligibility period specified in Clause 11.9.1 shall not apply and the Employee shall be compensated in accordance with Clause 11.9.2.

11.9.4 If an Employee suffers a relapse or re-occurrence of a disability due to a previously claimed injury and has not used the total eligibility period, the College shall make any supplementary payments required to ensure that the employee's normal net salary is protected for the unexpended period of eligibility. Once the total eligibility period has been used, the Employee shall be compensated in accordance with Clause 11.9.2.

11.10 Death Benefit

11.10.1 In the event of the death of the employee, the employer shall over and above any other insurance policies, pay to the employee's designated beneficiary the salary entitlement for the month in which the death occurs, and one additional month's salary.

11.11 Work Clothing

11.11.1 Where uniforms, coveralls, smocks, or other such items are required for the protection of an employee's personal garments, the employer shall provide, clean, and replace such items as required.

11.11.2 Protective clothing and safety equipment shall be supplied by the employer to the employee as required by the Occupational Health and Safety Act and the regulations therein.

ARTICLE 12 - PROFESSIONAL DEVELOPMENT

- 12.1 Faculty Professional Development shall be funded and administered in accordance with Board Policy 3.5.1, and a substantive breach of this Policy is agreed to be a grievable matter.
- 12.2 Board Policy 3.5.1, governing Faculty Professional Development, shall not be amended except with the mutual consent of the College Board of Governors and the Faculty Association.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or violation of the agreement by either party, unjust treatment, discrimination, or unsafe working conditions.

13.2 Subject to 13.5, a grievance shall be settled in the following manner:

13.2.1 Level 1

The employee shall first seek to settle the dispute through discussion with the responsible Dean (in the case of instructional faculty), Director (in the case of counsellors) or Vice-President (in the case of librarians and SETC staff). A faculty advisor of the Association may be present if the employee requests. This process must be initiated by the grievor within ten (10) working days of the date upon which the subject of the alleged grievance occurred or of the time when the employee first became aware of the alleged grievance. The employee shall receive a verbal or written reply within 5 working days of the discussion.

13.2.2 Level 2

If the dispute is not satisfactorily resolved at Level 1, the employee shall submit to the Director of Human Resources a written statement of the grievance. The grievance must be signed by the grievor(s) and the President of the Faculty Association, must be received within ten (10) working days of the conclusion of Level 1, and shall contain:

- (a) a summary of the circumstances giving rise to the grievance
- (b) the provision(s) of the Agreement considered violated, and
- (c) the particulars of the remedy sought.

The Director of Human Resources shall convey the written statement of the grievance to the appropriate Vice-President. In this respect, "appropriate" is defined as the Vice-President to whom the grievor has no direct or indirect reporting relationship. The Vice-President shall review the grievance and submit a written reply to the employee and to the responsible Dean, Director or Vice President within fifteen (15) working days of the submission of the written statement of the grievance.

13.2.3 Level 3

If the grievance is not satisfactorily settled at Level 2, the employee may submit his/her grievance to the President or his designee within ten (10) working days of the receipt of the reply at Level 2.

The President or his designee shall submit a written reply to the grievor within fifteen (15) working days of the submission of the grievance at Level 3.

13.2.4 Proposal to Mediate

- (a) At any time after the filing of a grievance at Level 2, either party may suggest to the other that the grievance be referred to mediation. Grievances shall only be referred to mediation if both parties agree.
- (b) Normal timelines for the processing of a grievance shall be suspended while mediation is underway. Should the parties be unsuccessful in mediating a resolution to the grievance, the parties shall revert to the normal procedure outlined in 13.2.2, 13.2.3 and 13.3 herein.
- (c) If the mediation resolves the grievance, the Mediator shall provide the parties with a report outlining the basis for settlement.
- (d) The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.

13.3 Grievance Arbitration Board

- 13.3.1 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 fifteen (15) working days of the reply at Level 3.
- 13.3.2 A Grievance Arbitration Board shall consist of one (1) member of the Association and one (1) public member of the Board of Governors plus a chairperson.
- 13.3.3 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 seven (7) working days appoint a third person as a member who shall be chairperson.

- 13.3.4 If the two representatives fail to agree on a chairperson, either or both may request a Justice of the Court of Queen's Bench to appoint a chairperson.
- 13.3.5 The Grievance Arbitration Board shall hear the grievance and issue an award in writing and the award is final and binding upon the parties.
- 13.3.6 The decision of the majority of the members 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.
- 13.3.7 Each party shall bear the expense of its respective representative and the two parties shall equally share the expense of the chairperson.

13.4 Time Limits

- (a) If the employee fails to process the grievance within the time limits specified, he/she shall be deemed to have abandoned his/her grievance.
- (b) If the employer fails to process the grievance within the time limits specified, the grievor may advance the grievance to the next level within ten (10) working days of the date on which the reply was due.
- (c) The time limits shall be exclusive of Saturdays, Sundays, and Statutory Holidays.
- (d) The time limits may be extended by mutual agreement.

13.5 Variance From Grievance Procedure

Grievances arising from dismissal shall initially be heard at Level 3. Grievances arising from demotion or suspension may be initially heard at Level 3, by mutual agreement of the parties to this Agreement. A grievance or disagreement arising out of the assignment of workload shall be resolved in accordance with 10.1.5 and not under Article 13. A grievance or disagreement arising out of the application of Article 18 shall be resolved in accordance with 18.9 and not under Article 13.

13.6 Notice of Dismissal, Suspension or Discipline

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

13.7 Unjust Suspension or Dismissal

If in the opinion of the parties or an Arbitrator, an employee has been unjustly suspended or dismissed, he/she may be immediately reinstated in his/her former position or otherwise may be compensated in such a manner as is judged equitable.

13.8 Association Grievance

The Association shall have the right to file a grievance as per Clause 13.1.

The Association shall first seek to settle the dispute through discussion with the responsible Dean, Director or Vice President (as per 13.2.1 above). If the dispute is not satisfactorily resolved, such grievance shall be submitted in writing by the Association President or his/her designee at Level 3 in the Grievance Procedure. The written statement shall be received within fifteen (15) working days of the initial discussion of the grievance at Level 1.

13.9 Employer Grievance

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 his nominee, to the Association President within ten (10) working days following the occurrence or origination of the circumstances giving rise to the grievance.

A meeting of the President or his designee plus a nominee and the Association President plus his/her nominee shall be held within ten (10) working days of the presentation of the grievance. Failing settlement at this meeting, the Association shall within five (5) working days give the Employer its written reply to the grievance. Such grievance may be referred to an Arbitration Board within ten (10) working days of the date the Employer received the Association's reply.

13.10 Subject to 13.7, no Arbitrator, Arbitration Board or other body shall, by its award, alter or amend the terms of this Agreement.

13.11 The Keyano College Faculty Association shall have the right to appoint five (5) of its members as Faculty Association advisors to its members. The Faculty Association shall notify the President of the names of the advisors within two (2) weeks of their appointment.

13.12 The Faculty Association advisors shall be granted access to the college in investigating a grievance. The granting of time off to investigate the grievance must be approved by the appropriate Dean/Director. Such approval shall not be unreasonably denied. Approved time off for Faculty Association advisors shall be without loss of earnings.

ARTICLE 14 - NEGOTIATIONS

14.1 Both parties shall, before November 15 of the year prior to that in which the contract expires, meet and bargain in good faith with the intent of concluding a new collective agreement.

If no agreement is reached prior to March 1, each party shall notify the other in writing, indicating the choice of method of settling the outstanding items by either continued collective bargaining, compulsory arbitration, or voluntary mediation.

14.2 If, as in Clause 14.1, continued collective bargaining or voluntary mediation is mutually chosen, the parties shall proceed on the chosen basis until agreement is reached or within thirty (30) days, whichever is first. If no agreement has been reached by the thirty-day deadline, then the items not agreed upon shall be settled by compulsory arbitration.

14.3 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and shall so inform the other party. The two (2) members so appointed shall within seven (7) days of appointment, select a mutually accepted third person who shall be a chairperson.

If, within the required time:

- (a) the recipient of a notice fails to appoint a person as a member of an Arbitration Board, or,
- (b) the two appointees fail to agree on a chairperson of the Arbitration Board, either or both parties may request a Justice of The Court of Queen's Bench to appoint a person as a member and/or the chairperson as the case may be.

14.4 The Arbitration Board shall hear and determine the differences and shall issue an award in writing and the award is final and binding upon the parties affected. If there is no majority the decision of the chairperson shall be deemed to be the award.

14.5 Each party shall bear the expenses of its respective appointee to the Arbitration Board and the two parties shall equally bear the expenses of the chairperson.

14.6 Either party wishing to amend any article of this agreement shall give written notice stating the article(s) to be amended and the change(s) requested.

14.7 All amendments mutually agreed upon during the term of the Agreement shall be added to the collective agreement as letters of understanding which shall supersede original article(s).

14.8 Subject to operational requirements, the College shall grant members of the Association's Negotiating Committee release from non-instructional duties to attend negotiating meetings with the representatives of the College.

ARTICLE 15 - USE OF COLLEGE FACILITIES

- 15.1 College facilities shall be made available to the appropriate Department members for college-related educational purposes.
- 15.2 Subject to operational requirements, College facilities shall be made available to the Faculty Association free of charge for its meetings.
- 15.3 College recreational facilities and sports areas may be made available to faculty and their immediate family members free of charge or at preferential rates.
- 15.4 Each Faculty member and members of his/her immediate family, shall be entitled to one course, in each semester, tuition free.

Enrolment is conditional on:

- (a) the course having sufficient enrolment to run without this entitlement, and
- (b) students other than those referred to in this Clause shall have priority in regard to enrolment, and
- (c) the entitlement applies to group instruction only, and
- (d) the entitlement may be applied on a pro-rata basis to a full-time program of study.

For the purpose of this Article, immediate family includes and is limited to spouse (including common-law spouse resident with the faculty member) and dependant children, stepchildren or wards of the faculty member permanently residing in the household of the faculty member or his/her spouse.

ARTICLE 16 - SUPPLIES AND EQUIPMENT

16.1 The employer shall make available to employees the books, texts and other instructional resources deemed necessary by the employer.

ARTICLE 17 - CHAIRPERSON

17.1 Definition

17.1.1 Chairperson's appointment generally consists of administrative and/or supervisory duties that have been assigned by a Dean/Director to a faculty member for a term certain. This Article pertains only to the faculty member in his/her role as Chairperson. All other terms and conditions of employment shall be as provided elsewhere in this agreement.

17.2 Appointments

17.2.1 All Chairperson positions shall be posted for a period of one (1) week prior to external advertising. Qualified personnel shall be granted an interview upon application.

17.2.2 The initial appointment and any subsequent renewal shall be made through a process of consultation between the Dean/Director and the K.C.F.A. faculty members of the department or program involved, with the Dean/Director then making the recommendation to the appropriate Vice President. In cases of renewal, each K.C.F.A. faculty member of the department or program involved, excepting those Faculty on long-term leave during the period of the renewal process, shall have the opportunity to express to the Dean/Director, orally or in writing, an opinion as to the suitability of the Chairperson for renewal. Written expressions of opinion shall be by means other than the annual Chairperson's evaluation process.

17.2.3 Appointments may be granted for terms of up to three (3) years.

17.2.4 Upon initial appointment, a Chairperson shall be required to serve a probationary period not to exceed twelve (12) months.

17.2.5 Instructors appointed for a term certain to the position of Chairperson shall have the right to return to regular instructional duties at the conclusion of their appointments.

17.2.6 Decisions regarding the renewal or non-renewal of a Chairperson's appointment shall be made prior to May 1st.

17.2.7 An employee whose duties have been reassigned to serve in a more senior capacity and who performs the primary duties of that position for a period of two (2) consecutive weeks in an academic year shall be considered to be in an acting capacity and the salary shall be adjusted accordingly, retroactively to the higher rate.

17.3 Compensation

- 17.3.1 Chairpersons shall have their instructional workload reduced by not less than 40%. There shall be additional reductions reflecting the number of programs supervised, number of staff supervised, number of students supervised, complexity of the program and experience of the chair. The extent of the reductions shall be at the discretion of the relevant Dean/Director.
- 17.3.2 An allowance of four thousand, eight hundred and thirteen dollars (\$4,813) per annum shall be paid to all faculty appointed as Chairpersons. Effective July 1, 2007, this allowance shall be increased to five thousand and six dollars (\$5,006) per annum. Effective July 1, 2008, this allowance shall be increased to five thousand two hundred and nineteen dollars (\$5,219) per annum.

ARTICLE 18 – INTELLECTUAL PROPERTY

- 18.1 In clauses 18.2 and 18.3 below, instructional materials shall refer to tests and exams, exercise sets and solutions, study guides, lab manuals, and other handouts.
- 18.2 Instructional materials developed by an instructor for distribution, in any media, to his/her students may be used, with the permission of the instructor, by the College in College program delivery. It is recognized that the College has a right to the reasonable, non-commercial use of such materials, and this permission shall not be unreasonably denied.
- 18.3 Published course outlines are public documents and shall be construed as being in the public domain.
- 18.4 When an instructor has been explicitly assigned the development of instructional materials for College use, both the College and the instructor have the right to freely use these materials for non-commercial educational purposes but copyright rests with the College.
- 18.5 If an opportunity arises for the commercial exploitation of materials identified in (2) and (4) above, the College and the instructor shall share the net revenue in a 50-50 ratio unless both parties agree, in writing, to a different ratio.
- 18.6 When an instructor has been explicitly assigned the development of course materials for a third party as part of the fulfillment of a contract between the College and a third party, the contract shall determine the ownership of these materials.
- 18.7 Other instructional materials developed by an instructor shall be the property of that instructor, unless agreement otherwise has been reached between the instructor and the College.
- 18.8 Should a faculty member wish to produce a work outside of assigned workload, but using college resources, such as shop or lab facilities, photocopying, long distance telephone, he/she shall seek prior approval to use these resources from the Vice-President, Instruction. Should the cost implications to the College be significant, the employer may ask for financial compensation.
- 18.9 If a disagreement arises over the application of the Article, a Notice of Appeal may be filed in writing with the Vice-President, Instruction. Such Notice of Appeal must be filed within 10 working days of the time when the complainant became aware of the decision/action being appealed. The Vice-President shall strike an ad hoc Appeals Committee whose mandate shall be to review the areas of concern and make a ruling. The decision of the Appeals Committee shall be final and binding on all parties and shall be provided within 10 working

days of the appeal being filed. The membership of the Appeals Committee shall be:

- (a) the Vice-President, instructor or his/her designee,
- (b) two members of the department/program concerned, such members to be selected by the members of that department,
- (c) a member named by the Faculty Association,
- (d) two members appointed by the President.

MEMORANDUM OF UNDERSTANDING

Business and Industry Training

The parties recognize that there exist opportunities to expand the sphere of instructional activities in such areas as “on-site” training, but that successful delivery of such training will frequently require flexibility to accommodate industrial work cycles. The parties therefore agree that, for the life of this collective agreement:

An instructor and Chair may, with the approval of their Dean, enter into a “workload agreement” to provide instructional services in a non-traditional pattern. Such pattern shall take into account the capability and experience of the instructor, the need to adjust curriculum and instructional aids, and the overall workload requirements contained in relevant clauses between 10.2.1 and 10.10.7.2.

A workload agreement shall define clearly the criteria according to which any overload is to be calculated and compensated.

An initial workload agreement shall not be longer than the work cycle involved (intake, semester) plus associated administrative duties. A subsequent workload agreement shall be for a period not to exceed one academic year, but may be renewed or extended by mutual agreement.

Any dispute respecting the reasonableness or the application of a workload agreement shall be resolved using the appeal process described in Clause 10.1.5.

This memorandum shall expire on 30 June 2009, unless extended by mutual agreement or pursuant to clause 1.3.

MEMORANDUM OF AGREEMENT

The parties agree to execute a new Collective Agreement this 27th day of September 2006, which incorporates the following:

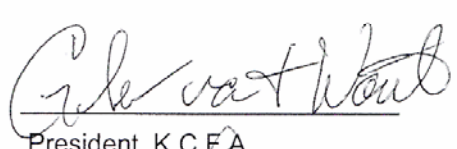
1. The term of the new agreement will be from July 1, 2006 to June 30, 2009.
2. A revised salary schedule (clause 9.1) covering the period July 1, 2006 to June 30, 2009. This reflects an increase on the salary grid of 4.0% from the rates set out in the previous Collective Agreement for the period July 1, 2006 to June 30th, 2007, 4.0% increase from July 1, 2007 to June 30, 2008, and a 4.25% increase from July 1, 2008 to June 30, 2009.
3. New and revised wording to the Collective Agreement as represented by the articles, clauses and letters of understanding that have been agreed to by the parties.
4. All other articles and clauses remain as per the current Collective Agreement.

THE BOARD OF GOVERNORS
OF KEYANO COLLEGE


Chairperson


Witness

KEYANO COLLEGE
FACULTY ASSOCIATION


President, K.C.F.A.


Witness