

# **COLLECTIVE AGREEMENT**

## **PREAMBLE**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011

**BETWEEN**

**THE BOARD OF GOVERNORS  
of BOW VALLEY COLLEGE  
of the first part**

and

**THE BOW VALLEY COLLEGE  
FACULTY ASSOCIATION  
of the second part**

The Parties mutually agree as follows:

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## Section 1      DEFINITIONS

1.1      The following definitions refer to terms included in the Agreement:

- a) Association or Faculty Association means the Bow Valley College Faculty Association;
- b) Faculty Representative means a member of the Faculty Association who is elected or appointed by the Association to act on its behalf;
- c) Employer means the Board of Governors of Bow Valley College established under the Post-Secondary Learning Act, or its designated representatives as applicable;
- d) The President means the President of Bow Valley College;
- e) Executive Team member means an Executive Officer who reports to the President;
- f) An Employee means a person who is employed by the Employer, who is a member of the Faculty Association as designated by the Employer pursuant to the Post-Secondary Learning Act, and who is in one (1) of the following categories:
  - i) Continuous full-time Employee means an Employee who is regularly assigned to work the full normal working hours without a definite term.
  - ii) Continuous part-time Employee means an Employee who is regularly assigned to work not less than one-half ( $\frac{1}{2}$ ) of the full normal hours of work without a definite term.
  - iii) Temporary full-time Employee means an Employee who is employed for a defined term for a minimum of two (2) consecutive trimesters and up to a maximum of twenty-four (24) months in length and who is assigned to work full-time hours.
  - iv) Temporary part-time Employee means an Employee employed for a defined term for a minimum of two (2) consecutive trimesters and up to a maximum of twenty-four (24) months in length and assigned to work not less than one-half ( $\frac{1}{2}$ ) of full-time hours.
  - v) Casual Employee means a non-Continuous Employee who does not fall into one (1) of the above categories.

When a Casual Employee has worked full-time for a complete trimester and the assignment is continued for the following complete trimester or longer, that Employee shall have the status of a Temporary Employee for the period of that continued assignment.

Employees hired in an assignment full-time for multiple ongoing trimesters will be hired as Temporary Employees.

“Assignment” in this Section does not include continuing education instruction or cover off assignments for multiple faculty members on vacation or leave.
  - vi) Probationary Employee means an Employee who is serving a probationary period.
  - g) For the purposes of the definition of categories of employment, eighteen (18) hours shall be considered the equivalent of half-time ( $\frac{1}{2}$ ) of full-time hours.

- h) Wherever the terms “work day” or “working day” are used in this Agreement, they shall mean a day, Monday to Friday, on which the College is open to the public.

*Note: A word used in the masculine gender applies also in the feminine.*

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

**Section 2 APPLICATION**

2.1 This Agreement applies to Continuous Employees; however, where applicable, the provisions shall apply on a pro-rata basis for a part-time Continuous Employee.

2.2.1 Continuous full-time and temporary full-time Employees may voluntarily apply for additional instructional workload under the provisions of Section 37.1 of this Agreement

2.2 There shall be no pyramiding of leaves or benefits or other entitlements.

2.3 For Temporary and Casual Employees, the sections all apply, except as follows:

Applications of Sections	Temporary	Casual
Section 11 - Probationary Period	No	No
Section 12.1 - Hours of Work	Yes	No
Section 17 - Vacant	Yes	No
Section 18 - Disciplinary Action	Yes	No
Section 19 - Grievance Procedure	Up to Level 2 only	No
Section 20 - Notice of Resignation	Yes	No
Section 21 - Staff Reduction	Eligibility limited to Section 21.6	No
Section 22 - Vacation Leave	Yes	No
Section 23 - Paid Leave	Yes	No
Section 24 – Casual Illness and Special Leave	Yes	No
Section 25 - General Illness Leave	No	No
Section 26 - Benefit Plans	Eligibility limited to Section 26.5	Eligibility limited to: Basic AD&D while on Employer Business
Section 27 - Employment Insurance Premium Reduction or Rebate	No	No
Section 28 - Parental Leave	No	No
Section 29 - Leave of Absence Without Pay	Yes	No
Section 30 – Employee Funded Leave	No	No
Section 31 - Court Leave	Yes	No
Section 34 – Workers’ Compensation Supplement	No	No
Section 37.2 - Substitution Pay	No	No
Section 38 - Casual Employees - Rates of Pay	No	Yes
Section 39 - Continuous & Temporary Employees - Rates of Pay	Yes	No
Section 41 - Pension	No <sup>1</sup>	No

<sup>1</sup> Temporary service may be pensionable. Buy-back is optional for Continuous Employees.

### **Section 3      POLICY GUIDELINES & PROCEDURES**

- 3.1      The Faculty Association and the Employer agree that, notwithstanding the references in this Agreement to the Bow Valley College Policy, Guidelines and Procedures Manual, the provisions of the manual are subject neither to negotiation nor grievance by the Association or its members.

**Section 4      EFFECTIVE DATE AND TERM OF THE AGREEMENT**

- 4.1      This Agreement shall be in full force and effect from the first of the month following ratification of the Agreement, unless otherwise specified.
  
- 4.2      This Agreement shall be in full force and effect until June 30, 2014 and shall remain in effect thereafter until a replacement Collective Agreement is established.

**Section 5      MANAGEMENT RECOGNITION**

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

## **Section 6      FACULTY ASSOCIATION RECOGNITION**

- 6.1      The Employer recognizes the Faculty Association as the exclusive bargaining agent for all Employees covered by this Agreement.
- 6.2      The Parties agree that there shall be no discrimination or coercion exercised or practiced, with respect to any Employee, for reason of membership or legitimate activity in the Faculty Association.
- 6.3      The Faculty Association will provide a current list of its Faculty Representatives to the Employer.
- 6.4      Meeting rooms, or the equivalent at the College, may be booked, if available, by the Faculty Association, and such rooms will be provided without charge by the Employer.
- 6.5      Office space for the Faculty Association will be provided without charge by the Employer.

**Section 7      LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

## **Section 8      FACULTY ASSOCIATION MEMBERSHIP & DUES**

- 8.1 All Employees covered by the Agreement shall be required to pay association fees. The Employer shall, therefore, as a condition of employment, deduct the amount of the association fees, as set by the Association, from the pay of Faculty Association members covered by this Collective Agreement.
- 8.2 The Employer shall remit the association fees deducted from the Employees monthly to the Association. Where an accounting adjustment is necessary to correct an over or under payment of fees, it shall be effected in the succeeding month.
- 8.3 The Faculty Association shall advise the Employer, in writing, of any change in the amount of fees to be deducted from the Employees. Such notice shall be received at least thirty (30) days prior to the effective date of the change.
- 8.4 The deductions remitted shall be accompanied by a record listing each Employee name, starting date, classification, category of employment, FTE status, department, amount of fees deducted and last known address.
- 8.5 The Faculty Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this section.

## **Section 9      TIME OFF FOR FACULTY ASSOCIATION BUSINESS**

- 9.1 Time off for Faculty Association business without loss of regular earnings will be provided to Employees to attend:
- a) Faculty/Management meetings;
  - b) Health & Safety Committee meetings;
  - c) Grievance hearings in their capacity as Faculty Representatives; and
  - d) Other Employee/Management committees where matters of mutual concern are discussed.
- 9.2 Time off without pay, during normal work hours, shall be granted for up to one-half (½) release from normal duties for the Faculty Association President during his term of office.
- 9.3 It is expected that the Faculty Association will generally conduct its business outside normal work hours.
- 9.4 Time off without pay, during normal work hours, shall be granted subject to prior approval being received from the Employer, for the following:
- a) to conduct business of the Association; or
  - b) for time spent meeting with Employer representatives during the formal negotiation of a Collective Agreement and for meetings in preparation for and during negotiations.
- 9.5 In all of the foregoing provisions, time off shall be granted except where operational difficulty will arise. The Faculty Association shall provide the Human Resources office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off, however, consideration shall still be given in cases where the five (5) days notice is not provided.
- 9.6 To facilitate the administration of time off without pay, the Employer will grant the leave of absence with pay and invoice the Faculty Association for the Employee's salary and applicable modifiers, which the Faculty Association shall pay within thirty (30) days.

## **Section 10      PROCEDURES FOR COLLECTIVE BARGAINING**

10.1      The re-negotiation of this Collective Agreement shall be effected as follows:

- a) Either Party shall give written notice to the other Party not more than one hundred and fifty (150) calendar days and not less than one hundred and twenty (120) calendar days prior to the expiry of this Collective Agreement requesting the other Party to commence collective bargaining. Within ten (10) working days of receipt of the written notice, the parties or their representatives shall correspond and mutually agree on dates to meet. The first date established will be not later than sixty (60) working days prior to the expiry of this Collective Agreement and will be used to discuss the process of negotiations and identify those items which each Party wishes to negotiate.
- b) Promptly thereafter, the Parties shall meet to bargain collectively in good faith to resolve all differences between them with respect to those items identified for negotiations.
- c) Where 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.

If the Parties are unable to agree upon the terms of a new Agreement at any time after the expiry of the current Collective Agreement, either Party may give written notice to the other Party of its desire to proceed to interest arbitration by naming its nominee to the interest arbitration board. Within ten (10) working days of receipt of that notice that Party shall advise the other Party in writing of the name of its nominee to the interest arbitration board. Within ten (10) working days of the last appointment, the two (2) nominees shall agree on a third arbitrator to chair the interest arbitration board. If the two (2) appointees fail to agree upon the choice of a chair, the appointment of the chair will be made upon application of either nominee to the chair of the Labour Relations Board under the Labour Relations Code.

Where a settlement has been reached and ratified by the Parties, or an arbitration award has been made, the Parties shall incorporate into a Collective Agreement the following:

- i) the arbitral award of the arbitration board (if applicable),
- ii) such other matters as have been agreed by the representatives of the Parties,  
and
- iii) those matters covered by this Agreement for which no changes were proposed.

- d) As an alternative dispute resolution strategy, prior to proceeding to the interest arbitration hearing, mediation, if mutually agreed upon in writing, may be used.
- e) At any time during the mediation process as per 10.1(d), either Party, upon written notice to the other, may terminate the mediation process and proceed to the interest arbitration hearing.
- f) After the interest arbitration board has been established, it shall hold a hearing and render its decision in writing as soon as possible to the other Parties on the outstanding items in dispute between the Parties. The decision of the majority of the members is the decision of the board, but if there is no majority, the decision of the chair governs and that decision is the decision of the interest arbitration board.
- g) Upon receipt of the decision of the interest arbitration board, both Parties shall meet within ten (10) working days to prepare a new Collective Agreement giving effect to those matters settled by the Parties prior to proceeding to interest arbitration together with the interest arbitration decision.
- h) If either Party neglects or refuses to participate in the preparation of the new Collective Agreement, the other Party may prepare the new Collective Agreement. Upon completion of the new Collective Agreement it shall be submitted to the chair of the interest arbitration who shall review the Collective Agreement to ensure that it gives effect to the interest arbitration board decision. The chair of the interest arbitration board shall certify the Collective Agreement as being accurate and the Parties shall sign the Collective Agreement.
- i) If either Party has failed to sign the Collective Agreement within ten (10) working days of it being certified as being accurate by the chair of the interest arbitration board, the Collective Agreement becomes binding on both Parties as if they had signed.
- j) The Parties will each bear the costs of their nominees. The Parties will share equally the costs of the chair and the cost of the hearing and decision making process of the interest arbitration board.

## **Section 11      PROBATIONARY PERIOD**

- 11.1    The period of probation shall start on the date of employment of a Continuous full-time, or part-time Employee. The probationary period shall be for a period of twelve (12) months worked, but may be extended for a further period of up to six (6) months at the discretion of the Employer and with notification to the Faculty Association.
- 11.2    The probationary period will be extended by any period of time the probationary Employee is absent from work in excess of one (1) month.
- 11.3    An Employee who has previously been employed as a member of the Faculty Association, may, at the discretion of the Employer, have part or all of the probationary period waived.
- 11.4    A probationary Employee, upon receipt of notice of termination under section 21, shall be entitled to severance payment as calculated under section 21.5.

## **Section 12      HOURS OF WORK**

- 12.1    The normal hours of work, for the purpose of determining pay and benefits, shall be 36.25 hours per week or the equivalent on a bi-weekly, monthly, quarterly, tri-annual, semi-annual or annual basis.
  
- 12.2    The Employer shall not assign a regular daily schedule of work that includes breaks between work periods of more than two and one half (2½) hours without the agreement of the Employee.

### **Section 13      ABSENCE REPORTING**

- 13.1    An Employee who is absent shall contact his direct supervisor, or designated individual within the work unit, prior to the commencement of the normal hours of work so that appropriate coverage can be arranged.
  
- 13.2    An Employee who is absent from work and has not informed the Employer, shall after three (3) consecutive working days of such unauthorized absence be considered to have abandoned his employment and will be deemed to have resigned from employment with the Employer, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to work.

## **Section 14      PROFESSIONAL RESPONSIBILITY**

- 14.1    Employee responsibilities encompass all aspects of instructional delivery including teaching preparation, program and course development, evaluation, student assistance including remediation and consultation, special projects, College committees and other related activities which are specifically assigned by the Employer.
  
- 14.2    In consultation with, and subject to the approval of the supervisor, Employees will manage their schedule in accordance with their responsibilities.

## **Section 15      PROFESSIONAL DEVELOPMENT**

- 15.1    The Employer and the Faculty Association recognize the ongoing professional responsibility of individual Employees to keep themselves current in their various specializations and disciplines. The Employer is supportive of Employees in the advancement of credentials relating to their instructional discipline, in keeping current in their fields and in ongoing development in instructional methodology and adult education. The Employer may provide financial assistance, which may include time off without loss of regular earnings.
  
- 15.2    Employees will plan for their professional development in conjunction with their supervisor as per the Employee Development Policy found in the Bow Valley College Policies, Guidelines and Procedures Manual.

## **Section 16      WORKLOAD ASSIGNMENT**

- 16.1    The Parties recognize the Employer's responsibility to determine work assignments. A combination of factors including program delivery model, administrative responsibilities, major program/curriculum development, historical instructional hours and special assignments will be used in assigning workloads. Assignments will be made through consultation with the Program Coordinator and the Employee within the department, subject to the approval of the Dean or Director. Instructional workload benchmarks expressed as a range by program area will be reviewed and set by the Employer on a trimester basis and communicated to Employees. Upon request, the Employer will provide an explanation of workload assignments to individual employees prior to commencement of the formal Workload Review Committee process.
- 16.2    If an individual Employee, after consultation with his Coordinator, is unsatisfied with his workload assignment, he may, as soon as possible, but in any case within five (5) working days of notification of his assignment, or change to his assignment, request a meeting with the Workload Review Committee. The request for a meeting shall be in writing to the chair of the committee and shall specify the basis of the Employee's dissatisfaction.
- 16.3    The committee shall meet within ten (10) working days of receipt of the request.
- 16.4    The Workload Review Committee is an ad hoc committee that shall be structured as follows:
- i)    Chair – Vice President, Learning, or designee;
  - ii)   A faculty representative appointed by the Faculty Association; and
  - iii)  A representative (other than the Employee's Coordinator) appointed by the Dean of the relevant program.
- 16.5    The Employee and the Dean involved shall have the opportunity to make representations concerning the matter to the committee.

The faculty representative and the Dean's representative shall make recommendations to the chair, and the decision of the chair shall be final and binding. The decision shall be delivered to the Employee and to the Dean or Director of the relevant program no later than five (5) working days after the meeting of the committee. The Employee may appeal to the chair of the Workload Committee if the recommendations of the committee are not carried out.

**Section 17    Vacant**

## **Section 18      DISCIPLINARY ACTION**

- 18.1    An Employee may be disciplined or dismissed for just cause.
- 18.2    When disciplinary action is taken against an Employee, that Employee shall be informed in writing.
- 18.3    An Employee shall be entitled to have a Faculty Association representative present when formal disciplinary action is taken.
- 18.4    Within two (2) days of the disciplinary meeting, notice will be sent to the President of the Faculty Association of the name of the Employee who has been subject to disciplinary action and the date the action occurred, unless the Employee refuses in writing to consent to the release of this information. The written refusal to release this information would become part of the record of the disciplinary action.
- 18.5    An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date of the disciplinary action, request that his personal file be purged of any record of the disciplinary action.
- 18.6    Provided that the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period and the disciplinary action is not the subject of an unresolved grievance, the Employer shall purge the record from the file as requested.

## **Section 19      GRIEVANCE PROCEDURE**

To promote the earliest possible resolution of conflict arising out of this Collective Agreement, issues should be brought forward for discussion with the appropriate Parties directly with the intent of facilitating resolution informally. However, where differences have not been resolved through informal discussion, the following section outlines the acceptable grievance procedure.

### **19.1      Definitions and Scope**

- a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- b) Notwithstanding sub-clause 19.1(a), any complaint pertaining to a classification or the classification process, or the evaluation of an Instructor's preparation, shall not be considered a grievance for the purposes of this section and shall not be subject to the grievance process.
- c) A complainant alleging harassment, discrimination, unjust treatment or unjust working conditions may present a grievance directly to Level 2 only, but not to any further levels of the grievance or arbitration procedure. The decision made at Level 2 shall be final and binding.
- d) A grievance concerning the dismissal or termination of employment of a probationary Employee, or a grievance concerning a written reprimand, may be the subject of the grievance procedure up to Level 2 only, but not to any further levels of the grievance or arbitration procedure. The decision made at Level 2 shall be final and binding.
- e) A grievance concerning the dismissal of a Temporary Employee may be submitted up to Level 2 only, but not to any further levels of the grievance or arbitration procedure. The decision made at Level 2 shall be final and binding.
- f) "Days" means work days.
- g) A policy grievance is a difference concerning the interpretation, application or operation of the Collective Agreement between the Faculty Association and the Employer. A policy grievance shall not be initiated where the action grieved is capable of being grieved as an individual or group grievance.
- h) A group grievance is a grievance initiated by a group of academic staff members who are all grieving the identical issue. All grievors must sign both the initial grievance form and any subsequent initiating steps.

### **19.2      Meetings During Grievance Procedure**

- a) A Faculty Association representative shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first obtaining permission from his supervisor to do so.
- b) To promote the earliest possible resolution of conflict, issues should be brought forward for discussion with the appropriate parties directly to facilitate resolution at Level 1 of the grievance process.

### 19.3 Grievance Process

#### a) Level 1

- i) An Employee shall, within ten (10) days of the date upon which the act causing the grievance occurred or within ten (10) days of when the Employee could have reasonably known the act occurred, meet and discuss the matter with the Employee's supervisor who is not within the scope of the Collective Agreement.
- ii) In arranging for the meeting, the Employee must declare that the purpose of the meeting is for a Level 1 grievance hearing.
- iii) If desired, the Employee may request to have a Faculty Association representative attend the meeting.
- iv) The Employee's supervisor who is not within the Faculty Association shall respond verbally to the grievor within ten (10) days of the date of the meeting.

#### b) Level 2

- i) With the approval of the Faculty Association in writing, an Employee not satisfied with the reply at Level 1 shall, within ten (10) days of receipt of the Employer's response at Level 1, submit the grievance in writing to the member of the Executive Team who is responsible for the department in which the grievor works. A copy shall be sent to the Human Resources Director.
- ii) The grievance submission shall contain a summary of the circumstances giving rise to the grievance, provision(s) of the Agreement considered violated and the particulars of the remedy sought.
- iii) The Executive Team member shall reply in writing to the Employee within ten (10) days of receipt of the grievance at Level 2 and also submit a copy of his reply to the Faculty Association.

#### c) Variance From Grievance Process

- i) Grievances involving dismissal or suspension without pay shall be commenced at Level 2, unless otherwise agreed between the Parties affected.

#### d) Policy Grievance

- i) A policy grievance shall be submitted to the other Party within ten (10) days of the act causing the grievance.
- ii) The Parties shall meet in an attempt to resolve the difference. Failure to resolve the policy grievance within ten (10) days of filing shall entitle the aggrieved party to advance the policy grievance to Level 3 arbitration.

#### e) Group Grievance

- i) A group grievance shall be submitted in writing within ten (10) days of the act causing the grievance. Failure to resolve the group grievance within ten (10) days of filing shall entitle the grievors to advance the group grievance to Level 3 arbitration.
- ii) Withdrawal of an individual academic staff member from the group grievance does not jeopardize the group grievance of the remaining grievors.

#### 19.4 Level 3 Grievance Arbitration

- a) The grievor, with the written approval of the Faculty Association, may refer the grievance to arbitration by notice in writing within ten (10) days of the receipt of the Level 2 reply. Notice to the Employer shall be given to the Human Resources Director with a copy to the President.
- b) The submission of a grievance to arbitration shall be to an arbitration board of three (3) members, one (1) appointed by the Faculty Association, one (1) appointed by the Employer and a third, who shall act as chairperson, mutually agreed upon by the two (2) members.
- c) Written notice of referral of the grievance to arbitration shall include the name of the referring Parties' appointed member of the arbitration board. The recipient of the notice shall, within five (5) days advise the other Party of the name of its appointed member of the arbitration board. The two (2) appointees shall, within ten (10) days of the appointment, appoint a third person who shall chair the arbitration. If the recipient of the notice fails to appoint a member to the Board or if the appointees fail to agree upon a person to chair within the time limits, then the chair of the Labour Relations Board may be requested by either Party to appoint a person to chair the arbitration or appoint a member of the arbitration board.
- d) Should both Parties agree to the use of a single arbitrator, the written notice of referral of the grievance to arbitration shall include a name or list of names of persons it will accept as the single arbitrator. The Party receiving the notice, if it accepts the person or persons submitted to act as arbitrator, shall within five (5) days notify the other Party accordingly and the difference shall be submitted to that arbitrator, or if it does not accept any of the persons suggested by the party sending the notice it shall within five (5) days notify the other party accordingly and send the name or a list of names of the persons it is willing to accept as a single arbitrator. If the Parties are unable to agree on a person to act as a single arbitrator either Party may then request the chair of the Labour Relations Board to appoint a single arbitrator.
- e) As an alternative dispute resolution strategy, prior to proceeding to the arbitration hearing, mediation, if mutually agreed upon in writing, may be used.
- f) If the dispute is not resolved through mediation, either Party, upon written notice to the other, may terminate the mediation process and proceed to the arbitration hearing.
- g) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its appointees to the board. The Parties shall bear equally the costs of the arbitration board chairperson or the single arbitrator.
- h) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his grievance.

#### 19.5 Power of Boards of Arbitration

##### Arbitration Board Hearing

After the arbitration board has been duly constituted, it shall meet as soon as possible to hear the arbitration and render its decision in writing to the Parties as quickly as possible after the completion of the hearing.

- a) Arbitration boards have the authority to:
  - direct the attendance of any witness it deems necessary;
  - keep a record of the proceedings;
  - direct access to any documents or other materials relevant to the dispute; and
  - correct any typographical error or omission in the Agreement or any previous award.
- b) Arbitration boards shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- c) Arbitration boards shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- d) When disciplinary action against an Employee is involved, the arbitration board may vary the penalty as is considered just and reasonable under the circumstances.
- e) The decision of a majority of the members is the decision of the board, but if there is no majority, a decision of the chairperson governs and that decision is the decision of the arbitration board.

19.6 Arbitration Decisions

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

19.7 Procedures and Time Limits

- a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits, and in accordance with the prescribed procedures, shall result in abandonment of the grievance without recourse to arbitration. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next step.
- b) Time limits in this section may be extended by written agreement between the Employer and the Faculty Association.

## **Section 20 NOTICE OF RESIGNATION**

- 20.1 In order for an Employee to resign in good standing, the Employee shall provide the Employer with a minimum of three (3) weeks prior written notice of resignation.
- 20.2 The notice of resignation of the Employee should if possible coincide with the end of an operational cycle, such as the end of a trimester in order for the Employer to effectively and efficiently recruit to the vacant position by the commencement of the next academic period.
- 20.3 When an Employee has not resigned in good standing, the Employer may have that noted on the Employee's personnel file and the Employer may reflect this in any reference. The Employee, upon request, will be entitled to a confirmation of employment.

**Section 21 STAFF REDUCTION**

- 21.1 The Employer will make a reasonable effort to effect reduction in the work force through attrition and redeployment opportunities.
- 21.2 When there is a need to reduce the number of Employees and it has not been achievable through attrition and redeployment, the Employer shall consider the length of service and the qualifications, experience and abilities as related to programming needs, in determining the member or members within a department who shall be terminated. The Employer shall give consideration to reductions in Temporary or Casual Employees within the affected program prior to terminating Continuous Employees.
- 21.3 When a Continuous Employee is terminated, another Employee may submit a request to volunteer to be terminated in place of the Employee who has been given notice of termination. Approval of a volunteer Employee's request is at the discretion of the Employer and to subsequent agreement of both Employees involved. If the volunteer Employee's request is approved, the volunteer Employee will be notified and given a notice of termination. Notwithstanding section 21.5, the volunteer Employee will receive severance calculated as the lesser of the severance that would otherwise have been paid to the Employee to be terminated or severance calculated based on the volunteer Employee's own years of service.
- 21.4 Written notice of termination will be issued by the President to the Employee(s) with a copy to the Faculty Association.
- 21.5 Severance payment upon termination will be calculated as follows:

<b>Full Years of Service Based on Most Recent Date of Commencement</b>	<b>Weeks of Pay at the Employee's Regular Rate of Pay</b>
Up to and including 1 year	4 weeks
2 years	7 weeks
3 years	10 weeks
4 years	13 weeks
5 years	16 weeks
6 years	19 weeks
7 years	22 weeks
8 years	25 weeks
9 years	28 weeks
10 years	31 weeks
11 years	34 weeks
12 years	37 weeks
13 years or more	52 weeks

- 21.6 A Temporary Employee shall receive notice of termination or pay in lieu of notice based on their full years of continuous service in accordance with 21.5 only if their employment

is being terminated prior to the scheduled termination date of the assignment. No notice or pay in lieu shall be applicable when a Temporary Employee is terminated at the end of the scheduled term of the assignment.

## **Section 22      VACATION LEAVE**

- 22.1    Vacation leave with pay is earned at the rate of three (3) days per month.
- 22.2    Eleven (11) additional days of vacation leave with pay in each calendar year will be scheduled by the program departments. Reasonable notice shall be given when scheduling vacation leave.
- 22.3    Vacation leave with pay is earned during the following absences:
- the first forty-four (44) consecutive work days of general illness leave, but not thereafter;
  - the first twenty-two (22) days of any other leave of absence, but not thereafter.
- 22.4    Vacation leave shall only be taken with the prior approval of the Employer, except when vacation entitlement is subsequently authorized by the Employer to have been used to accommodate circumstances pursuant to Section 24.
- 22.5    Vacation leave may be taken in one (1) continuous period or in separate periods.
- 22.6    Once vacations are approved, they shall not be changed, except by mutual agreement.
- 22.7    Upon request and subject to operational requirements, reasonable effort will be made to grant an Employee at least three (3) consecutive weeks of his annual vacation entitlement during the summer months.
- 22.8    Vacation leave shall be taken within twelve (12) months of the end of the calendar year in which it was earned. Any vacation that has not been taken within this twelve (12) month period shall be paid out at the end of the calendar year.

## **Section 23 PAID LEAVE**

23.1 A day off with pay will be granted for:

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

23.2 In addition to the days off with pay in Section 23.1 and subject to operational requirements, an additional three (3) days off with pay will normally be taken as part of a break during the Christmas period.

## **Section 24      CASUAL ILLNESS AND SPECIAL LEAVE**

- 24.1    A maximum of twelve (12) days of leave for casual illness and special leave will be allowed in a calendar year. For employment of less than a full calendar year, the maximum allowable days will be pro-rated for that year.
- 24.2    Leave is to be used to cover absences due to Employee illness of three (3) consecutive days or less or absences necessitated by urgent family or personal obligations that require the Employee's personal attention and that cannot be attended to outside of normal working hours.
- An Employee shall identify if the absence is for Employee casual illness leave or for special leave.
- 24.3    The Parties agree that the illness and special leave benefits are intended to protect an Employee from a loss of income due to related absences. Each day, or portion of a day of leave used, within a calendar year, shall be deducted from the remaining leave entitlement for that year.
- 24.4    When circumstances occur that are not otherwise covered in this section, the Employee may, with the approval of the Employer, use not more than two (2) days of earned vacation entitlement to cover the absence.
- 24.5    If an Employee requires time off for the purposes of attending a medical appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half (1/2) 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 (1/2) day in which he attended the appointment.

## **Section 25      GENERAL ILLNESS LEAVE**

- 25.1 "General illness" means a physical or mental illness which causes a Continuous Employee to be absent from work for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days.
- 25.2 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.
- 25.3 Provided the Continuous Employee is not then absent from work due to illness on January 1, the Continuous Employee shall be entitled to general illness leave for the calendar year at the following rates of pay:
- a) Illness commencing in the first month within the first calendar year of employment: no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
  - b) Illness commencing in the first calendar year of employment, but following the first month of employment: normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.
  - c) Illness commencing in the second calendar year of employment: normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
  - d) Illness commencing in the third calendar year of employment: normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
  - e) Illness commencing in the fourth calendar year of employment: normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
  - f) Illness commencing in the fifth calendar year of employment: normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
  - g) Illness commencing in the sixth or any subsequent calendar years of employment: normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.
- 25.4 Upon return to active work after a period of general illness of less than eighty (80) days, used general illness leave will be reinstated for that calendar year at the rate of 70% when the Continuous Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 25.5 A Continuous Employee is not eligible to receive illness leave benefits if the absence is due to an intentional self-inflicted injury.
- 25.6 When a day designated as paid leave falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall a Continuous

Employee receive any additional entitlement in respect of that day.

- 25.7 To obtain general illness leave, a medical certificate or proof of illness satisfactory to the Employer is required at the Employee's expense.

When additional documentation in prescribed form, for proof of illness or return to work, is required by the Employer, the Employer will reimburse the Employee for the costs charged by the physician in completion of the additional documentation. The Employer may require that the Employee undergo an independent medical examination at the Employer's expense.

- 25.8 An Employee on general illness leave is encouraged to participate in the Employer's Early Recovery Assistance Program.

## **Section 26      BENEFIT PLANS**

- 26.1 All Continuous Employees up to the age of seventy (70) years shall be eligible to participate in the Employer's Benefit Plans. Continuous Employees from the age of sixty five (65) are not eligible to participate in the College Long Term Disability Plan.
- 26.2 All benefit plan conditions specified in this section shall be in accordance with the terms and conditions contained in the policy of insurance of which the Employer is the policyholder. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in this Agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plan therefore are not subject to the grievance and arbitration provisions of this Agreement. The Association shall be provided with a copy of these conditions upon request.
- 26.3 The benefits as referred to in the Employer's Benefit Plans shall be, Extended Health Care, Dental Benefits, Basic Life Insurance, Accidental Death and Dismemberment, Long Term Disability, and Health Spending Account.
- 26.4 The cost sharing of the monthly premiums for benefits shall be set each benefit year to achieve an overall cost sharing of the health and insurance benefit plans at 62% Employer and 38% Employee.
- 26.5 Health Spending Account (HSA)

Effective July 1, 2010 an annual Health Spending Account will be made available in the amount of five hundred dollars (\$500.00) per year to each Employee participating in the Extended Health and Extended Dental Plans. There will be no carry-over of unused amounts into subsequent years, however allowable expenses that exceed the annual allocation can be carried over and claimed against the subsequent year's allocation. Any unused amounts will be pooled and used annually to reduce potential premium increases to Extended Health and Dental for the next renewal year or program enhancements for the benefit of Employees covered by this Article. The administration of the Health Spending Account will be managed by the insurance carrier who administers the College Extended Health and Extended Dental Plans.

Eligible expenses are those that qualify as a medical expense tax credit under the Income Tax Act that includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per the Canada Revenue Agency. Details of HSA guidelines and eligible expenses will be available on the College website.

An Employee leaving the employment of the College during the benefit year, who has claimed more than the pro-rated entitlement, based on months worked in the benefit year will be required to re-pay the unearned amount as a deduction from the final pay. The pro-rated deduction will equal forty two dollars (\$42.00) for each remaining month of the benefit plan year. No deduction is due if the pro-rated entitlement has not been used. If an Employee has a legitimate expenditure incurred prior to the last day of employment and not yet claimed, the Employee may claim up to the amount of his earned entitlement within thirty (30) days of leaving the employment of the College.

- 26.6 Temporary Employees, as defined in Section 1, shall be eligible for Accidental Death and Dismemberment while on Employer business and shall receive \$110 per month in a health spending account for a full time Employee or a pro-rata portion for a part-time Employee for each month of employment.
- 26.7 The benefit plans will not be changed within the life of this Agreement without the approval of the Faculty Association.

**Section 27      EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE**

- 27.1    The Employer shall retain 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.
  
- 27.2    The premium reduction or rebate received by the Employer shall be recognized as the Employee's contribution towards the benefits provided.

## **Section 28 MATERNITY LEAVE AND PARENTAL LEAVE**

### 28.1 Entitlement to Maternity Leave

- (1) A pregnant Employee who has been employed by the Employer for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay.
- (2) A Continuous Employee may, on application, qualify for the Employer's Supplemental Unemployment Insurance Benefit (SUB) which supplements Employment Insurance (EI) benefits for the valid, medical recovery period of the maternity leave. SUB payments are payable:
  - After the date of delivery, if the Employee qualifies for Employment Insurance payments;
  - Only during the medical recovery period of the maternity leave.

The SUB Plan benefit will be paid for a maximum of sixteen (16) weeks, including the two (2) week Employment Insurance waiting period.

Leave taken under this supplemental plan shall be considered to form part of the maternity leave without pay. A Continuous Employee who is eligible for the SUB plan shall not be eligible for illness leave benefits.

### 28.2 Length of Maternity Leave

- (1) The maternity leave to which a pregnant Employee is entitled, is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.
- (2) An Employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and the Employer agree to shorten the period by the Employee giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

### 28.3 Notice of Maternity Leave

- (1) A pregnant Employee shall apply for maternity leave within three (3) months of the anticipated date of delivery and must give the Employer at least six (6) weeks written notice of the date she will start her maternity leave and, if so requested by her Employer, the pregnant Employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- (2) A pregnant Employee is entitled to start maternity leave on the date specified in the written notice given to the Employer under subsection (1).

#### 28.4 No Notice of Maternity Leave

- (1) An Employee who does not give the Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate
  - (a) indicating that she is not able to work because of a medical condition arising from her pregnancy; and
  - (b) giving the estimated or actual date of delivery.

#### 28.5 Notice of Employer to Start Maternity Leave

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 Employer may give the Employee written notice requiring her to start maternity leave.

#### 28.6 Parental Leave

- (1) Subject to subsection (2), the Employer must grant parental leave to an Employee as follows:
  - (a) in the case of an Employee entitled to maternity leave under this division, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;
  - (b) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
  - (c) in the case of an adoptive parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (2) If Employees described in this section are parents of the same child, the parental leave granted under subsection (1) may:
  - (a) be taken wholly by one (1) of the Employees; or
  - (b) be shared by the Employees.
- (3) If Employees described in this section are parents of the same child and are employed by the Employer, the Employer is not required to grant parental leave to more than one (1) Employee at a time.

## 28.7 Notice of Parental Leave

- (1) An Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:
  - (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
  - (b) the date of the child's placement with the adoptive parent was not foreseeable.
- (2) If the Employee cannot comply with the written notice requirement for any of the reasons stated in subsection (1)(a) or (b), the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.
- (3) An Employee is entitled to start parental leave on the date specified in the written notice given to the Employer under subsection (1) or (2).
- (4) Written notice under section 28(3) is deemed to be notice of parental leave under this section unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.
- (5) Employees who intend to share parental leave must advise their Employer of their intention to share parental leave.

## 28.8 Termination of Employment Prohibited During Maternity Leave and Parental Leave

- (1) No Employer may terminate the employment of, or lay off, an Employee who:
  - (a) has started her maternity leave; or
  - (b) is entitled to or has started parental leave.
- (2) Subsection (1) does not apply if the Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with Section 28.10 continues to apply.

## 28.9 Resumption of Employment

- (1) Subject to Section 28.2, an Employee must give the Employer at least four (4) weeks written notice of the date on which the Employee intends to resume work and in any event must give notice not later than four (4) weeks before the end of the leave period to which the Employee is entitled or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier. It is helpful to have the anticipated return date of the Employee coincide with the beginning of an operational cycle, such as the

beginning of a trimester, in order for the Employer to be able to plan coverage of the Employee's workload effectively and efficiently.

- (2) If an Employee has given notice that she intends to resume work on a date that is before the end of the six (6) week period referred to in Section 28.2, the Employee is entitled, without further notice, to an additional period of leave sufficient to meet the requirements of Section 28.2.
- (3) The additional period of leave referred to in subsection (2) is to be charged first against any remaining maternity leave to which the Employee is entitled and then against parental leave, and if it is charged against parental leave the amount of parental leave referred to in Section 28.6 is reduced accordingly.
- (4) An Employee is not entitled to resume working until the date specified in the written notice referred to in subsection (1) or the end of the additional period referred to in subsection (2), as the case may be.
- (5) An Employee must resume work on the date specified in the written notice or immediately following the end of the additional period, as the case may be, and if the Employee fails to return to work on that date the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- (6) If an Employee fails to provide at least four (4) weeks notice before the end of the leave period to which the Employee is entitled, the Employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- (7) Where an Employee is entitled to resume work under this section, the Employer must:
  - (a) reinstate the Employee in the position occupied when maternity or parental leave started; or
  - (b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.
- (8) An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks written notice of intention to terminate employment.

#### 28.10 Suspension of Operations

- (1) If the business, undertaking or other activity of the Employer is suspended or discontinued in whole or in part during an Employee's maternity or parental leave and the Employer has not resumed operations when the Employee's leave ends, the Employer must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave:

- (a) reinstate the Employee in the position occupied at the time the maternity or parental leave started, at not less than the earnings and other benefits that had accrued to the Employee; or
- (b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employee's maternity or parental leave started, with no loss of seniority or other benefits accrued to the Employee.

## **Section 29 LEAVE OF ABSENCE WITHOUT PAY**

- 29.1 a) Requests for a leave of absence without pay for a period of one (1) week or less must normally be submitted to the Employee's Dean or Director at least three (3) weeks in advance of the anticipated date of commencement of the leave.
- b) Requests for a leave of absence without pay for a period of more than one (1) week and up to sixteen (16) weeks in duration must normally be submitted to the Employee's Dean or Director at least four (4) weeks in advance of the anticipated date of commencement of the leave.
- c) Any request of a leave of absence without pay in excess of sixteen (16) weeks shall be submitted to the relevant Vice President at least four (4) weeks in advance of the anticipated date of commencement of the leave.
- d) Subject to operational requirements, the Employer may approve a leave of absence without pay up to, but not normally in excess of, one (1) year in duration. Normally, the beginning and end of leaves of absence of sixteen (16) weeks or more are expected to align with operational cycles such as the beginning and end of a trimester.
- 29.2 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 29.3 A Continuous Employee who, at the commencement of the leave without pay, is participating in the Employer benefit plans shall, subject to the terms and conditions in the policies of insurance and plan conditions, continue to be covered under these plans through the period of leave. The Employer and Employee premium contributions shall remain the same for the first twelve (12) months of such leave, after which the Employee shall pay the full premium cost of the benefit coverage for the remainder of the leave. With regard to the Employees participation in the Public Service Pension Plan the Employer is responsible for paying the Employer share of contributions on the first year of combined Leave Without Pay (including maternity or parental leave). For any subsequent period of leave, the Employee is responsible for paying both the Employee and Employer contributions after the first year of leave has been purchased.
- 29.4 An Employee on approved leave and on whose behalf the Employer portion of benefit plan premiums have been paid, is anticipated to return to the employment of the College after completion of the approved leave for a return service period equal to the length of the leave. An Employee who resigns from the College during the leave or within the return service period after the leave will be subject to repayment of a prorated portion of the Employers premiums paid on their behalf.
- 29.5 A leave of absence shall be for the period and dates approved by the Employer prior to the commencement of the leave. Any subsequent change to the terms of the leave shall be made only with written approval of the Employer.

**Section 30      EMPLOYEE FUNDED LEAVE**

- 30.1    Continuous Employees may apply to participate in the Employee Funded Leave Program in accordance with the program guidelines and procedures found in the Bow Valley College Policies, Guidelines and Procedures Manual.
  
- 30.2    The Employee Funded Leave Program shall not be changed within the life of this Agreement without consultation with the Faculty Association.

## **Section 31      COURT LEAVE**

- 31.1    The Employer shall grant leave of absence without loss of pay or benefits to an Employee who serves as a juror, or is summoned or subpoenaed as a witness in any court.
- 31.2    An Employee who is a party to legal proceedings shall not be entitled to Court Leave unless that Employee is a party to those proceedings as a result of his employment with the College.
- 31.3    If requested to do so by the Employer an Employee who has taken Court Leave under this Section will provide verification of his attendance at court.
- 31.4    Any monies received by the Employee who serves as a juror or as a witness in legal proceedings and is eligible for Court Leave under this Section shall be paid to the Employer.

**Section 32    Vacant**

## **Section 33     HEALTH AND SAFETY**

33.1     The Employer and Employees recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for all members of the College community.

33.2     The Employer:

- Agrees to provide a facility where Employees can safely perform their assigned duties;
- Will ensure that critical workplace documents (identified under the Occupational Health and Safety Code) are available;
- Will ensure that Employees carry out safety related duties as assigned; and
- Will ensure that Employees receive appropriate training and supervision in safe work practices and safe operation of equipment.

At the same time, Employees, as the primary authority in the lab and classroom (and as required of all workers under the Occupational Health and Safety Code), are responsible to ensure that they and students and other Employees under their supervision:

- Receive appropriate training and supervision in safe work practices and the safe operation of equipment;
- Engage in the safe storage and handling of materials and substances; and
- Identify and report unsafe equipment and work practices to the designated officer of the Employer.

33.3     The Employer will maintain a Joint Safety Committee made up of representatives of the Employer and other groups within the College.

33.4     If any concerns arise with respect to the Occupational Health and Safety Act or its regulations or other legislation pertaining to workplace safety, they shall be referred to the Joint Safety Committee for resolution and not by way of the grievance procedure.

33.5     An Employee shall immediately notify his supervisor when an accident occurs at a work site that results in injury or that had the potential of causing serious injury.

33.6     An Employee who becomes aware of a health or a safety concern at his work site shall immediately notify his supervisor and, upon notification, the supervisor shall respond in a timely manner.

33.7     The Employer shall provide the Faculty Association with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to, and accepted by, the Workers' Compensation Board.

33.8     All Employees are covered by the Workers' Compensation Act.

## **Section 34      WORKERS' COMPENSATION SUPPLEMENT**

- 34.1 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Employer, the Employee and his supervisor shall report the injury, recording the date, time and nature of the injury, on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid according to his general illness entitlement during the period he is required to remain off work up to eighty (80) consecutive days. Since any benefits payable under this supplement are intended to prevent a loss in pay, any payment received from Workers' Compensation for the first eighty (80) consecutive days shall be assigned to the College.
- 34.2 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 34.3 There shall be no entitlement of the Workers' Compensation Supplement in the event of a recurrence of a disability due to a previously claimed injury unless the Employee has not used the total period to which he was entitled in which case the unexpended period of entitlement may be applied.
- 34.4 When a day designated as a paid holiday falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 34.5 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period.
- 34.6 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 34.7 An Employee who receives Workers' Compensation benefits, and who at the commencement of absence from work is participating in the Employer flexible benefit plans, shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall remain the same.

**Section 35      SUBSISTENCE AND TRAVEL**

- 35.1      An Employee who incurs travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Travel Policy.

## **Section 36      PRINTING OF AGREEMENTS**

- 36.1    The Parties agree that following ratification of the Memorandum of Agreement by both Parties, the College shall prepare the Collective Agreement incorporating all of the ratified changes for proofing by the BVCFA prior to signing.
  
- 36.2    After the signing of the Collective Agreement each Party agrees to the placement of a searchable PDF version of the Collective Agreement on the website of Bow Valley College and the BVCFA, within thirty (30) days of the ratification of the Collective Agreement by both Parties.
  
- 36.3    Bow Valley College agrees, in its new Employee orientation documentation, to provide new Employees with the website address location of the Collective Agreement.
  
- 36.4    Each Party agrees to pay the full cost of printing any paper copies of the Agreement that they order.

**Section 37      COMPENSATION FOR ADDITIONAL WORKLOAD, SUBSTITUTION OR OVERTIME**

37.1    Voluntary Application For Additional Instructional Work

The Parties agree that continuous full-time and temporary full-time Employees who voluntarily apply for additional instructional work will be hired on an employment contract and none of the provisions of this Collective Agreement shall apply.

37.2    Substitution Pay

A Continuous full-time Employee who is required by the Employer to take on an additional instructional workload that is normally assigned to another person, shall be paid, for each hour of substitution, an additional payment calculated as follows:

a) annual salary x the number of hours of substitution

1400

Substitution pay shall be calculated from the annual salary rate in effect at the time the substitution occurs regardless of any subsequent retroactive change in the rate of pay.

37.3    Authorized Hours Worked In Excess Of The Full Normal Hours Of Work

An Employee shall receive overtime compensation, at the rate of one and one-half (1 ½) times, for all authorized hours worked in excess of the full normal hours of work.

## **Section 38      CASUAL EMPLOYEES - RATES OF PAY**

- 38.1 Casual Employees may be employed on either an hourly rate or daily rate basis as follows:
- a) Instructors, Educational Counsellors & Program Coordinators
    - i) Persons assigned a full-time workload, i.e. 7.25 hours per day, pursuant to the provisions of Section 16, Workload Assignment – a minimum of \$226 per day effective July 1, 2008.
    - ii) Persons assigned a less than full-time workload pursuant to the provisions of Section 16, Workload Assignment – a minimum of \$31.00 per hour effective July 1, 2008.
    - ii) Persons assigned courses as non-credit Instructors in the Continuing Education Department a minimum of \$16.00 per hour effective July 1, 2008.
  - b) Educational Assistants – a minimum of \$23.00 per hour effective July 1, 2008.
- 38.2 Persons assigned instructional workload using distance learning as a method of delivery:
- a) shall be employed at a minimum rate based on the number of course credits and number of students as follows:

1 credit	\$80 per learner
2 credits	\$110 per learner
3-4 credits	\$150 per learner
5-6 credits	\$165 per learner
  - b) Terms of payment to the faculty members shall be as follows:
    - i) Initial payment: The faculty member will receive 60% of the applicable rate following the start date for the learner.
    - ii) Learner Withdrawal:
      - a) Should the learner withdraw prior to the start date of the course, the faculty member will not receive the 60% initial payment.
      - b) If a learner withdraws after their start date the instructor will receive the initial payment of their applicable rate as the learner is subject to the BVC withdrawal policy and not the final payment.
    - iii) Final Payment: The faculty member will receive 40% of the applicable rate, upon course completion and submission of grades to BVC. This applies whether the learner passes or fails the course. Should the learner not submit any assignments through the time allocated for the course or if the learner withdraws prior to course completion the Instructor does not receive the 40% payment.
- 38.3 All casual rates of pay are inclusive of vacation and holiday pay.

- 38.4 The Employer, when necessary, may pay above the hourly rate of pay identified in Section 38.1 and 38.2 for Casual Employees.
- 38.5 Casual Employees who have been assigned workload during at least two (2) trimesters in the previous year shall, upon re-employment, be entitled to an increase to their current daily, per learner, or hourly rate expressed in dollars, which is equivalent to the percentage increase negotiated to the rates of pay in the applicable annual Salary Schedule (which forms part of this agreement). This paragraph does not apply to Casual employees assigned courses as non-credit Instructors.
- 38.6 Every effort shall be made to ensure that any person who was an active Casual Employee during the previous Collective Agreement, receives no less than the rate(s) of pay received during that period if re-employed to perform a comparable assignment(s) during the current Collective Agreement.

## **Section 39      CONTINUOUS AND TEMPORARY EMPLOYEES - RATES OF PAY**

39.1 Continuous and Temporary Employees hired as Instructors, Program Coordinators and Educational Counsellors will be assigned a rate of pay within Schedule A and B based on their education preparation and related experience for the job assignment. Movement through the steps of salary Schedules A and B may be denied when performance is deemed to be unsatisfactory. Denial of an increment may be grieved pursuant to Section 19.1a of this Agreement up to and including Level 3 grievance arbitration.

39.2 Continuous and Temporary Employees in the Program Coordinator class will receive an additional pay modifier. Where an acting Program Coordinator is appointed to cover for an absent Program Coordinator, the modifier will be paid for the period for which duties are assigned.

Effective July 1, 2011 the current pay modifier (of \$400 per month) will increase by a percentage amount expressed in dollars, which is equivalent to the percentage increase negotiated to the rates of pay in the applicable annual Salary Schedule (which forms part of this agreement).

39.3 Effective July 1, 2011 all rates of pay in Salary Schedule A shall remain in full force and effect until June 30, 2012. (This represents an increase of 2% over the previous year).

39.4 Effective July 1, 2012 all rates of pay in Salary Schedule B shall remain in full force and effect until June 30, 2013. (This represents an increase of 2% over the previous year).

39.5 The parties agree that the salary rates on the Salary Schedule B in effect on June 30, 2013 may be opened for negotiation by either party under the terms of the Letter of Agreement which forms part of the Collective Agreement. The Salary Schedule resulting from successful resolution of those negotiations shall be Schedule C and shall remain in full force and effect until June 30, 2014.

39.6 Salary Categories in Schedules A and B

- 1) EA – Continuous and Temporary Employees hired as Educational Assistants will be assigned a rate of pay within the salary range identified in Schedules A and B based on a combination of their education and related experience for the job assignment.
- 2) A – Secondary School plus some training and/or experience in business and/or up to one (1) year of post-secondary education or a one (1) year certificate.
- 3) B – Two (2) years of study towards a degree at a recognized university or a two (2) year college diploma or two (2) one (1) year certificates.
- 4) C – A three (3) year Bachelor's degree from a recognized university or college or a three (3) year college diploma.
- 5) D – A four (4) year Bachelor's degree from a recognized college or university, or a three (3) year Bachelors degree and a post degree professional designation.

- 6) E – Five (5) or more years of study at a recognized university with two (2) Bachelor’s degrees or a Bachelor’s degree and one (1) year of post-graduate studies and/or a post degree professional designation.
- 7) F – A Master’s degree or higher from a recognized university.

Note: All of the above educational qualifications must be successfully completed and be in a discipline directly related to the Employee’s professional responsibilities. Bachelor’s degree also includes an Applied Bachelor’s degree.

**Section 40      CORRECTIONAL INSTITUTION SALARY ALLOWANCE**

40.1    An Employee who is assigned to work within a correctional institution shall receive a monthly correctional institution salary allowance if the Employee comes into direct contact with inmates or young offenders as part of their regular work assignment.

40.2    The monthly allowance will be determined in accordance with the following schedule:

**Frequency of Interaction**

Continual      \$150

Frequent        \$ 75

40.3    Effective July 1, 2011 the current monthly allowance will increase by a percentage amount expressed in dollars, which is equivalent to the percentage increase negotiated to the rates of pay in the applicable annual Salary Schedule (which forms part of this agreement).

40.4    For the purpose of this section the following definitions apply:

- a) Continual - an Employee who is required to work with inmates or young offenders for one-half (1/2) or more of their regular work assignment.
- b) Frequent - an Employee who is required to work with inmates or young offenders on a regular basis but it is for less than one-half (1/2) of their regular work assignment.

**Section 41      PUBLIC SERVICE PENSION PLAN**

41.1      All Continuous full-time or part-time Employees shall participate in the Public Service Pension Plan.

**Bow Valley College Faculty Association**

**Schedule A**

**July 1, 2011**

<b>Step</b>	<b>EA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	37,020 3,085	49,884 4,157	51,072 4,256	52,680 4,390	55,536 4,628	58,596 4,883	61,656 5,138
2	38,292 3,191	51,672 4,306	52,920 4,410	54,588 4,549	57,552 4,796	60,708 5,059	63,876 5,323
3	39,612 3,301	53,532 4,461	54,828 4,569	56,580 4,715	59,652 4,971	62,940 5,245	66,228 5,519
4	40,992 3,416	55,476 4,623	56,808 4,734	58,644 4,887	61,824 5,152	65,244 5,437	68,652 5,721
5	42,432 3,536	57,492 4,791	58,848 4,904	60,780 5,065	64,092 5,341	67,656 5,638	71,220 5,935
6	43,932 3,661	59,592 4,966	61,008 5,084	63,000 5,250	66,444 5,537	70,176 5,848	73,908 6,159
7	45,456 3,788	61,752 5,146	63,264 5,272	65,304 5,442	68,904 5,742	72,768 6,064	76,632 6,386
8	47,088 3,924	64,032 5,336	65,568 5,464	67,716 5,643	71,448 5,954	75,468 6,289	79,500 6,625
9	48,756 4,063	66,384 5,532	67,992 5,666	70,224 5,852	74,100 6,175	78,252 6,521	82,404 6,867
10	50,520 4,210	68,844 5,737	70,512 5,876	72,816 6,068	76,860 6,405	81,216 6,768	85,572 7,131
11	52,320 4,360	71,376 5,948	73,128 6,094	75,552 6,296	79,728 6,644	84,264 7,022	88,788 7,399
LSI A	53,364 4,447	72,804 6,067	74,592 6,216	77,052 6,421	81,324 6,777	85,944 7,161	90,564 7,547
LSI B	54,432 4,536	74,256 6,188	76,080 6,340	78,600 6,550	82,956 6,913	87,660 7,305	92,376 7,698

LSI - A is effective on the anniversary date of Employees on the completion of five (5) years of service at Step 11

LSI - B is effective on the anniversary date of Employees on the completion of one (1) year of service at Step LSI – A

**Bow Valley College Faculty Association**

**Schedule B**

**July 1, 2012**

<b>Step</b>	<b>EA</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>1</b>	37,764	50,892	52,104	53,736	56,652	59,772	62,892
	3,147	4,241	4,342	4,478	4,721	4,981	5,241
<b>2</b>	39,060	52,716	53,988	55,680	58,704	61,932	65,160
	3,255	4,393	4,499	4,640	4,892	5,161	5,430
<b>3</b>	40,416	54,612	55,932	57,720	60,852	64,200	67,560
	3,368	4,551	4,661	4,810	5,071	5,350	5,630
<b>4</b>	41,820	56,592	57,948	59,820	63,072	66,552	70,032
	3,485	4,716	4,829	4,985	5,256	5,546	5,836
<b>5</b>	43,284	58,644	60,036	62,004	65,376	69,012	72,648
	3,607	4,887	5,003	5,167	5,448	5,751	6,054
<b>6</b>	44,820	60,792	62,232	64,260	67,776	71,580	75,396
	3,735	5,066	5,186	5,355	5,648	5,965	6,283
<b>7</b>	46,368	62,988	64,536	66,612	70,284	74,232	78,168
	3,864	5,249	5,378	5,551	5,857	6,186	6,514
<b>8</b>	48,036	65,316	66,888	69,072	72,888	76,980	81,096
	4,003	5,443	5,574	5,756	6,074	6,415	6,758
<b>9</b>	49,740	67,716	69,360	71,640	75,588	79,824	84,060
	4,145	5,643	5,780	5,970	6,299	6,652	7,005
<b>10</b>	51,540	70,224	71,928	74,280	78,408	82,848	87,288
	4,295	5,852	5,994	6,190	6,534	6,904	7,274
<b>11</b>	53,376	72,804	74,592	77,064	81,324	85,956	90,564
	4,448	6,067	6,216	6,422	6,777	7,163	7,547
<b>12</b>	54,432	74,268	76,092	78,600	82,956	87,672	92,376
	4,536	6,189	6,341	6,550	6,913	7,306	7,698
<b>LSI</b>	55,524	75,744	77,604	80,172	84,624	89,424	94,224
	4,627	6,312	6,467	6,681	7,052	7,452	7,852

LSI is effective on July 1, 2012 to those Employees who have completed five (5) or more years service at previous LSI-A (June 30, 2011) and/or Step 12 and thereafter on the anniversary date of Employees on the completion of five (5) years of service at Step 12. The number of years of service at previous Step 11 (June 30, 2011) will count towards the five year service requirement to move to LSI.

**LETTER OF AGREEMENT**

BETWEEN

BOW VALLEY COLLEGE (BVC)

and the

BOW VALLEY COLLEGE FACULTY ASSOCIATION (BVCFA)

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**Salary Re-opener**

The parties have agreed to a Collective Agreement Term of July 1, 2011 to June 30 2014.

The parties agree that for the July 1, 2013 to June 30, 2014 year of the Collective Agreement, there will be a salary re-opener.

The parties agree the only items open for negotiations shall be a general adjustment to the salary rates in the Salary Schedule C contained in the Collective Agreement along with the corresponding adjustments to those compensation Sections which also relate to a negotiated settlement of the salary rates in Salary Schedule B.

The parties shall commence negotiations for a general salary adjustment to Salary Schedule B within the timelines identified in Section 10 of the Collective Agreement.

If the Association and the Board have not been able to agree upon the salary adjustment, at any time after June 30, 2013, either party may give written notice to the other Party of its desire to submit resolution of the adjustment to interest arbitration. The terms of Section 10 of the Collective Agreement will apply to the arbitration process and award.

THIS COLLECTIVE AGREEMENT  
BETWEEN  
THE BOARD OF GOVERNORS OF BOW VALLEY COLLEGE (BVC)  
AND THE  
BOW VALLEY COLLEGE FACULTY ASSOCIATION (BVCFA)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chair, Bow Valley College  
Board of Governors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President  
Faculty Association

\_\_\_\_\_  
Witness