

**RED DEER COLLEGE
SUPPORT STAFF ASSOCIATION
COLLECTIVE AGREEMENT**

July 1, 2001 – June 30, 2003

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This agreement made this _____ day of _____ A.D. 2001

Between:

Red Deer College

Red Deer, Alberta

(hereinafter called the "College" or "RDC")

and

Red Deer College Support Staff Association

Certificate #10-98

(hereinafter called the "Association" or "RDC SSA")

SECTION I

ARTICLE 1.1 PREAMBLE

The purpose and object of this Collective Agreement is to maintain a harmonious and cooperative relationship between the College, the RDC SSA and the RDC SSA Members (also known as the Employees), to provide an amicable method of settling differences or grievances which may arise between the College and the Employees, to stipulate wages and working conditions, and to promote the mutual interests of the College and the Employees.

In this Collective Agreement, words importing the singular shall be deemed to include the plural, and the masculine shall be deemed to include the feminine, where so required.

ARTICLE 1.2 DEFINITIONS

Administrative Supervisor - the person responsible for hiring, evaluation and overall job performance. The Administrative Supervisor may delegate some or all

of these responsibilities to the Day to Day Supervisor but retains overall accountability.

Day to Day Supervisor – the person responsible for determining hours of work and providing day to day direction.

Permanent Employee – an employee filling a permanent position and who has successfully completed the required probation period as per article 2.10. A permanent employee may be either full-time or part-time.

Term-certain Employee – an employee appointed to a position with a definite end date. A term-certain employee may be either full-time or part-time.

Full-time Employee - an employee who normally works 35 hours per week - exception noted in Article 2.4(b).

Part-time Employee - an employee who works less than the normal hours per week of a full-time employee or less than the total number of workdays per week/month/year of a full-time employee.

ARTICLE 1.3 APPLICATION OF AGREEMENT

Except as otherwise provided within this Collective Agreement, the application of the terms and conditions of this Agreement will apply to all members of the Bargaining Unit represented by RDC SSA:

- a) Full-time permanent Employees shall receive all terms and conditions of this Agreement unless otherwise specified.
- b) Part-time permanent Employees working more than 910 hours shall receive all terms and conditions of this Agreement on a pro rata basis. Part-time permanent employees contracted to work less than 910 hours will receive fourteen percent (14%) in lieu of vacation, statutory holidays and benefits. Part-time permanent positions will not be created for employees working less than six (6) months each fiscal year.
- c) Term-certain Employees shall not be entitled to any provisions of this Agreement other than those dealing with Wage Rates, Hours of Work, Overtime and Association Dues. In lieu of vacation, statutory holidays and benefits, they will receive fourteen (14) percent in addition to their regular rate of pay.

If the College wishes a term-certain position to continue for more than twenty four (24) months, the position shall become permanent.

ARTICLE 1.4 ASSOCIATION RECOGNITION

The College recognizes the Association as the sole and exclusive bargaining agent for all employees whose bargaining rights are granted under Certificate #10-98,

issued by the Alberta Labour Relations Board on January 23, 1998, and as amended from time to time.

The College agrees to deduct from the wages of each Employee, as a condition of employment, once each month, an amount equivalent to the normal monthly Association dues. Employees whose employment commences during the first fifteen (15) days of any calendar month shall be subject to dues deduction from their first paycheque. Employees whose employment commences during the period from the sixteenth (16th) through to the last day of any calendar month shall be subject to dues deduction from the following month's paycheque. Such Association dues deductions shall be forwarded to the Treasurer of the Association, together with a list of employees from whom the deductions have been made, not later than fifteen (15) days after the last day of each month.

ARTICLE 1.5 JOINT CONSULTATION

For the purpose of resolving difficulties and for promotion of harmonious relationships, discussions concerning matters of mutual concern shall take place between designated representatives of the Association and designated representatives of the College, at the request of either party. Such representatives shall be limited to three (3) members of the College and three (3) members of the Association. The Association and the College may select a Mediation Officer when it is mutually agreed that such an Officer could assist in facilitating negotiations.

Arrangements for such meetings will be made through the Executive Director of Human Resources.

ARTICLE 1.6 GRIEVANCE PROCEDURE

Any dispute, grievance or misunderstanding (herein called a grievance) involving occupational classification, wages, seniority, hours of work or other working conditions, which any employee or group of employees may desire to discuss and adjust with the College, shall follow the Grievance Procedure.

1. In the event of a dispute arising between the College and the Association regarding interpretation, application, alleged violation or contravention of any terms of this Collective Agreement, the dispute shall be settled as follows:

Step 1:

The Employee(s) concerned shall first seek to settle the dispute in discussion with the Administrative Supervisor (or designate). The

Employee(s) concerned shall be entitled to have an Association Representative present during these discussions.

Step 2:

If the dispute is not resolved satisfactorily in Step 1, the Employee, with notification to the Association, shall state the grievance in writing stating the nature of the grievance, circumstances out of which it arose, the section or sections of the agreement alleged to have been violated, and the desired resolution. This written grievance shall be submitted to the Executive Director of Human Resources within twenty (20) days of the incident or when it first came to the employee's attention. The Executive Director of Human Resources shall make his decision known to the grievor and the Association within ten (10) days of the receipt of the grievance.

Step 3:

If the grievance is not satisfactorily resolved in *Step 2*, the Association then may submit the grievance to the President within twenty (20) days of receipt of the decision of the Executive Director of Human Resources. The President shall hold a hearing with the Association and Employee(s) within ten (10) days and shall render a decision in writing to the Association within five (5) days of the hearing.

Step 4:

In failing to reach a satisfactory settlement in Step 3, the grievance shall be submitted to arbitration within twenty (20) days of the President's decision. Proceedings shall be followed as stipulated under the provisions of the Public Service Employee Relations Act.

2. May Omit Grievance Steps

2.1 In the event of policy grievances, the grievance shall be submitted in writing to the President within twenty (20) days and the grievance shall be dealt with as stipulated in Clause 1 and subsequent clauses.

2.2 An employee considered by the Association to be wrongfully or unjustly discharged or suspended may, within twenty (20) days of the disciplinary action, initiate a grievance in accordance with Step 4 of Clause 1.

3. Time Limits

3.1 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays, General Holidays and normal time off.

3.2 The time limits fixed in both the grievance and adjudication procedure may be extended by consent of the parties.

4. Burden of Proof

In the cases of discharge and discipline, the burden of proof of just cause shall rest with the College.

5. Notice of Discharge, Suspension or Written Discipline

5.1 When an employee is discharged, suspended, or disciplined, that employee and the Association shall be notified in writing within fourteen (14) calendar days, by the College, of the reason(s) for such action.

5.2 The employee's Administrative Supervisor (or designate) will have a full and frank discussion with the employee concerning written notification of discipline. The employee is entitled to have an Association Representative present during this discussion and the College will make the employee aware of this entitlement prior to the discussion. In the case of discharge or suspension, the College will arrange to have an Association Representative present.

6. Unjust Suspension or Discharge

If, in the opinion of the College and RDC SSA, the employee has been unjustly suspended or discharged, that employee shall be compensated in such a manner as is judged equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

7. If an Arbitration Board determines that an employee has been discharged or otherwise disciplined for cause, the Arbitration Board may substitute some other penalty for the discharge or discipline, and award such remedies as are considered just and reasonable in all the circumstances.

8. No Arbitrator, Arbitration Board or other body shall, by its award, alter or amend the terms of these Terms and Conditions.

ARTICLE 1.7 MANAGEMENT RIGHTS

The Association recognizes that the College has the sole and exclusive right, except as otherwise specifically limited by the provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its management of Red Deer College, its affairs, and the direction of the College's work force.

ARTICLE 1.8 NO DISCRIMINATION

The College and the Association agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, gender or marital status, place of residence, sexual orientation or any other provision covered by the Human Rights Act, nor by reason of membership or activity in the Association.

ARTICLE 1.9 ASSOCIATION REPRESENTATION

No individual employee, or group of employees, shall undertake to represent the Association at meetings with the College without proper authorization of the Association. In order that this may be carried out, the Association will supply the College with the names of the officers of the SSA Executive and the names of the Terms and Conditions Committee members. Similarly, the College will, if requested, supply the Association with a list of its supervisory or other personnel with whom the Association may be required to deal with regarding matters related to this contract.

A committee shall be appointed by both parties to this Collective Agreement. The Association appointments shall consist of not less than two (2) and not more than four (4) members (employed by the College) plus additional advisory consultants selected by the Association. Red Deer College appointments shall consist of not more than three (3) members of College Administration, plus additional advisory consultants selected by the College. At no time shall either party have any more than the above listed members, plus one consultant present at the bargaining table. Both parties shall advise the other party of their members. Every effort will be made to schedule negotiation meetings between the College and the Association during working hours.

An employee shall not make any written or verbal agreement with the College that will conflict with the terms of this Collective Agreement.

ARTICLE 1.10 RETROACTIVITY

All monetary changes in the new Collective Agreement shall be adjusted retroactively to the commencement date of this Collective Agreement, unless otherwise specified in the Memorandum of Agreement outlining the clauses in the new Collective Agreement.

ARTICLE 1.11 TERMS OF AGREEMENT

This Collective Agreement shall be binding and remain in effect from **July 1, 2001 to June 30, 2003.**

SECTION II

ARTICLE 2.1 BENEFITS

The College agrees to provide comprehensive group health, insurance and related benefits for permanent employees, who work half-time or greater. Term-certain, and Permanent part-time employees who work less than half time, are not eligible for benefits. The College will effect and maintain a Long-Term Disability Plan.

Eligible employees have no waiting period for the benefits detailed below. They are available to employees on the 1st of the month following the commencement of their employment

2.1.1 Alberta Health Care

Benefits are voluntary. Seventy-five (75) percent of the premiums will be paid by the College and twenty-five (25) percent by the employee.

2.1.2 Life Insurance and Accidental Death and Dismemberment

Benefits are voluntary. Seventy-five (75) percent of the premiums will be paid by the College and twenty-five (25) percent by the employee. Enhanced coverage will be shared fifty/fifty (50/50).

2.1.3 Workers' Compensation

The College will continue to pay an employee in receipt of Workers' Compensation payments as a result of an illness or accident occurring in the course of his work duties for the College at one hundred (100) percent of his regular rate of pay until the earliest of the following:

- a) the Workers' Compensation Board (WCB) certifies that the employee is able to return to work, or
- b) the employee's term of appointment expires, or
- c) the WCB grants the employee a disability pension as a result of the employee not being able to return to work, or
- d) the employee is eligible for an unreduced Local Authorities Pension.

The employee must assign to the College all payments from Workers' Compensation for loss of wages and tax allowance.

Employees are subject to the Red Deer College Disability and Illness Management Standard Practice.

2.1.4 Dental Care

Benefits, unless spousal coverage is present, are mandatory for all eligible staff who work half-time or greater and are covered by this Collective Agreement. Seventy-five (75) percent of the premiums will be paid by the College and twenty-five (25) percent by the employee.

2.1.5 Extended Health Care

Benefits, unless spousal coverage is present, are mandatory for all eligible staff who work half-time or greater and are covered by this Collective Agreement. Seventy-five (75) percent of the premiums will be paid by the College and twenty-five (25) percent by the employee.

There is a waiting period equivalent to 12 months of employment before new employees will be eligible to join the plans detailed below. New employees will be eligible if they have earned the equivalent of 12 months of full-time service within a 24-month period. Coverage will commence on the first day of the month following the waiting period.

2.1.6 Local Authorities Pension Plan

Eligibility for enrollment will be in accordance with the mandatory participation criteria of the Local Authorities Pension Plan Act in effect at the time of employment commencing.

Contributions to the plan are shared by the College and the Employee as stipulated by the Pension Plan.

2.1.7 Long Term Disability

Benefits are mandatory for all eligible staff who work half-time or greater and are covered by this Collective Agreement. The premiums are paid one hundred (100) percent by the employee.

NB: The above benefits are provided to those staff who meet the eligibility criteria established by the respective Carriers of the benefits.

ARTICLE 2.2 CLASSIFICATION AND DETERMINATION

Classification issues, reclassification requests and resulting salary levels will be determined by Human Resources in consultation with the Joint Classification Committee. The College shall notify the Association (in writing) within 14 days of any determination or classification decision.

Change in Classification

Where the duties of a position have changed or if a position has been reclassified or an employee feels the classification is incorrect because the duties of a position have changed, the employee shall be entitled to submit a reclassification request authorized by the Administrative Supervisor (or designate) to Human Resources. Responses will normally be provided within sixty (60) days.

Upon Reclassification

When a position is reclassified, the employee shall receive the salary appropriate to that classification, or the Employee's current salary, whichever is higher.

The effective date of any salary adjustment due to reclassification will be the date a written job description, together with a request for reclassification authorized by the Administrative Supervisor (or designate), is received in the Human Resources Department.

An employee whose position is reclassified to a lower salary assignment, through no fault of his own, shall continue to receive his current salary until such time as the reclassified salary exceeds his current salary.

Where an Employee is reclassified to a higher level, they shall be placed at a Step which gives them at least a four percent (4%) salary increase.

Retroactive Reclassification

Where the reclassification of a position is to take effect retroactively, only employees on payroll on the date of implementation of such change shall be entitled to receive any retroactive benefits.

ARTICLE 2.3 HOLIDAYS

- a) Subject to Provincial and Federal regulations and civic proclamations, employees covered by this Collective Agreement shall be entitled to the following General Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Afternoon
Canada Day	Christmas Day
Civic Holiday in August	Boxing Day

and any other day designated as a general holiday by the Lieutenant Governor or Governor General in Council.

- b) In addition to the foregoing, employees receive paid leave between Boxing Day and New Year's Day.
- c) Due to the nature of the hours of operation of the Child Care Centre, differing arrangements may be made by the respective Administrative Supervisor (or designate) regarding the holidays between Christmas Eve and New Year's Day inclusive for the employees in those areas.

ARTICLE 2.4 VACATION

- a) Each full-time employee, except as in (e), shall receive twenty (20) days vacation per year worked during the first five (5) years of employment and twenty (20) days plus one (1) additional day for each year worked beyond five (5) years to a maximum of thirty (30) days vacation. General holidays falling within the vacation period shall not be counted as vacation time.

The employee shall maintain credit for service time earned in any employee group at Red Deer College, provided that such service was not separated by a break of more than six (6) months. Approved leaves will not cause loss of service nor accrue service time.

Part-time Permanent employees shall be entitled to vacation on a pro-rata basis.

- b) The scheduling of vacation is subject to the approval of the Day to Day Supervisor.

OR

An employee may, by mutual agreement with his Day to Day Supervisor, take time off in lieu of payment for overtime worked. Time off shall be at one and one-half (1 1/2) hours off for each one (1) hour of overtime worked. Such time off shall normally be taken within four (4) months of the overtime occurring. However, if the employee is unable to take the time off at a mutually agreeable time within a one (1) year period of the overtime occurring, the employee shall be paid out the overtime.

- f) On a holiday, permanent employees shall be paid double their hourly rate, plus receive an additional day off with pay at a time mutually agreeable between the Employee and the College. Term-certain employees shall be paid double their hourly rate and shall not receive an additional day off with pay.

g) Call-Back Compensation

In the event that an employee is called in to work outside of normal working hours, the employee shall be reimbursed for a minimum of three (3) hours, including travel time. Reimbursement may be by time off in lieu of payment by mutual agreement between the employee and his Day to Day Supervisor.

h) Standby Pay

When an employee is required to be immediately available to return to work during a period in which they are not on regular duty, the employee shall be paid the amount of one-half (1/2) hour's pay at the employee's regular rate of pay for every four (4) hours on standby on a day that is not a statutory holiday. For standby on a statutory holiday the payment shall be one (1) hour's pay at the regular rate of pay for each four (4) hours on standby and the employee shall be entitled to one additional vacation day.

When an employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.

When an employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to the first paragraph of this Article for the hours he was on standby and paid pursuant to Article 2.4(g) for the hours worked on call back.

An employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive statutory holidays, where other qualified staff is available.

ARTICLE 2.6 DEFERRED COMPENSATION PLAN

The College shall offer a deferred compensation plan to full-time employees. Such a plan will be developed taking into account the type of plan, the conditions set out in the Income Tax Act and the amount of salary deferred.

ARTICLE 2.7 JOB SECURITY

In the event that the College subcontracts or lets any of the work or services presently performed by an employee covered by this Collective Agreement, the College will inform the Association prior to the above action taking place and:

- a) make every reasonable effort to absorb the employee(s) affected into some other area of the College or assist the employee(s) in pursuit of a position elsewhere; or
- b) make every reasonable effort to have the employee(s) hired by the contractor.
- c) In the event of possible position redundancy, staff changes, technological changes or changes to any SSA employees status or hours, the College will inform the Association President or designate, prior to any changes, and if necessary, meet to discuss any changes and/or explore alternatives. A concerted effort will be made to reach a mutual agreement.

ARTICLE 2.8 LEAVE

2.8.1 Casual Sickness

"Casual sickness" means an illness which causes an Employee to be absent from duty for five (5) consecutive working days or less.

Employees shall be entitled to a maximum of twenty (20) days of short periods of sickness each fiscal year without carryover. Each day or portion of a day of casual sickness used within a fiscal year shall be deducted from the remaining sick leave entitlement for that year.

Employee personal sick leave may be granted for the purpose of providing care of an immediate family member who is ill, where other arrangements or care cannot be provided. In this instance, immediate family member is defined as a relative one has responsibility for.

2.8.2 Short-Term and Long-Term Disability

Short-term disability is defined as a sickness or disability that causes an employee to be absent from service for six (6) or more consecutive working days. The College shall ensure this benefit for a period of ninety (90) calendar days. Upon

completion of short-term disability, the employee may be eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan, subject to the agreement between the College and the Benefits Carrier.

2.8.3 Medical Certificate Requirement

The College may require a certificate from a duly qualified medical practitioner certifying that an employee's absence was necessitated by illness if any such absence exceeds five (5) working days. The cost, if any, for this certificate, shall be reimbursed to the Employee by Human Resources.

2.8.4 Medical Appointments

Employees requiring time off for the purpose of attending appointments may either make up the scheduled time within five (5) working days or access their casual sickness leave in one-half (1/2) hour increments. The Day to Day Supervisor in consultation with the employee will approve these arrangements.

2.8.5 Compassionate Leave

Compassionate leave with pay, normally not to exceed five (5) days, may be granted at the discretion of the Administrative Supervisor (or designate).

2.8.6 Leave of Absence/Job Share

Leaves of absence without pay or job share may be granted at the discretion of the Executive Director of Human Resources upon recommendation by the Administrative Supervisor (or designate).

2.8.7 Maternity and Parental Leave

Parental Leave for the purpose of this Article is in relation to the birth mother.

- 2.8.7.1 Maternity and Parental Leave shall be granted by the College, upon application to the Executive Director of Human Resources, to all Employees eligible under the provisions of the Alberta Employment Standards Code in effect at the time of application.
- 2.8.7.2 Such Leave shall be applied for, in writing, not less than three (3) months prior to the estimated confinement date.
- 2.8.7.3 a) A Permanent Employee who has completed twelve (12) months of continuous employment shall be eligible for a combination of fifty-two (52) weeks of Maternity and Parental Leave. The Leave may commence at any time during the twelve (12) weeks prior to the estimated date of delivery. Any changes to approved Leaves will be in accordance with the provisions of the Alberta Employment Standards Code.

b) During the period of the Leave in which the Employee is medically unable to work, the College will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix 'E') and pay the College portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the College supporting the absence on medical grounds.

- 2.8.7.4 An Employee on Maternity and Parental Leave shall continue to accrue seniority and shall be reinstated to their same position or provided with alternate work of a comparable nature at the same rate of pay upon returning to the College.
- 2.8.7.5 If a medical certificate is required for the Employee to return from Leave to regular employment, it will be at the expense of the College.
- 2.8.7.6 Where a medical certificate is provided, stating that a longer period of Leave is required due to complications related to pregnancy, the Executive Director of Human Resources shall extend the leave up to a maximum of eighteen (18) months.
- 2.8.7.7 Whenever an Employee is absent for more than twelve (12) months on Maternity and Parental Leave and where the Executive Director of Human Resources has not extended the leave period, the Employee shall automatically be deemed to have terminated employment when the twelve (12) month period expires.
- 2.8.7.8 An Employee who wishes to return to work from Maternity and Parental Leave or wishes to resign while on Leave, shall provide the College one (1) month's written notice of such intention.
- 2.8.7.9 An Employee may, subject to Supervisory approval, carry over up to one-half (1/2) of her outstanding vacation entitlement to be utilised following her return from Maternity and Parental Leave.

2.8.8 Adoption Leave and Parental Leave

An employee eligible under the Alberta Employment Standards Code will be granted an adoption and/or parental leave consistent with the provisions of the code, upon written application to the Executive Director of Human Resources.

2.8.9 Leave for Court Appearances

Leave with pay shall be granted to an employee who is:

- a) summoned to serve jury duty, or
- b) subpoenaed as a witness in court action not involving litigation in which he is a principal.
- c) subpoenaed to represent the College as a witness or defendant.
- d) involved in litigation as a result of action related to carrying out his official College duties and responsibilities.

In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

An employee in receipt of regular earnings while serving at court shall remit to the College all moneys paid to them by the court, except travelling and meal allowances.

2.8.10 Moving Leave

An Employee shall be entitled to one (1) day per year without loss of pay to move to a new place of residence.

2.8.11 Grandparent Leave

An Employee shall be entitled to one (1) day with pay to support their daughter or son on or following the birth of a grandchild.

ARTICLE 2.9 PERFORMANCE EVALUATIONS

A formal written evaluation of each employee shall occur at least every two years.

The evaluation shall be based upon the following criteria:

- (a) duties and responsibilities described in the employee's position description, and
- (b) any work performed in addition to the employee's position description.

The evaluation must be completed by the employee's Administrative Supervisor (or designate) one (1) month prior to the Employee's anniversary date or on a mutually agreed upon date.

The evaluation shall be discussed with the employee and shall be signed by both parties as witness to having read the contents, but not as indication of agreement with the contents on the part of the employee.

The evaluation form shall include space for comment or written rebuttal by the Employee.

The employee shall be given a copy of the signed evaluation. The original evaluation form will be kept in Human Resources.

ARTICLE 2.10 POSITION DESCRIPTIONS

There will be position descriptions for all positions for which the Association is the bargaining agent. Upon request, the College shall supply position descriptions to the incumbent Employee and the Association.

The College is responsible for notifying and supplying the Association with copies of newly created job descriptions in a timely fashion.

ARTICLE 2.11 PROBATIONARY PERIOD

- a) The first twelve (12) months of an employee's position at the College are probationary. During this period, performance appraisals will be completed by the six-month and 12 month anniversary.
- b) Upon successful completion of the probationary period, the employee shall receive formal notification from his Administrative Supervisor (or designate) regarding his status no more than thirty (30) days after the end of the probationary period.
- a) Unsuccessful completion of the probationary period as determined by the College will result in termination for just cause.

ARTICLE 2.12 PROFESSIONAL DEVELOPMENT

Provision will be made for employees to participate in conferences, seminars, short courses, and other projects. Employees who undertake such professional development activities can apply for funding in accordance with current College policy and as per this Collective Agreement.

ARTICLE 2.13 PROMOTION AND TRANSFER

If an employee is successful as a candidate for a vacant position, the following shall apply:

- a) a probationary period, as applicable to the position, will be served in the new position.
- b) in the event that the employee is not recommended to continue in the new position prior to or at the end of the probationary period, the College will make a reasonable effort to reassign the employee to the previous position if it remains vacant or to a comparable position to what the employee

vacated. If no position is available, the process for without cause termination in Article 2.14.1 will be followed.

- c) if an employee moves to a position with the same salary range as the Employee's current position, placement will be at the same level in that range.
- d) When an Employee is the successful applicant for a position in the bargaining unit at a higher level, the employee shall be placed at a step which gives them at least a four percent (4%) salary increase.

ARTICLE 2.14 SALARIES

Salaries will be according to the salary grids attached as Appendix "D" applicable to the employee positions defined in Appendices "A", "B", and "C".

In the event that the College is shut down and unable to function, SSA members will not lose any pay for a period of one (1) month. If the shutdown is for a longer period, the College must give notice or payment in lieu as listed in Article 2.14.

ARTICLE 2.15 TERMINATION OF EMPLOYMENT

2.15.1 Without Cause

In the case of the College terminating an employee from a position without cause, the College shall make every reasonable effort to assist the employee in exploring other employment opportunities at the college for a period of thirty (30) days. During the thirty (30) days, notice of posted vacant positions shall be provided to the employee by the College. The employee will then be responsible to apply for a position(s) and follow the Hiring Process Standard Practice at the College.

If the employee is unsuccessful in obtaining a vacant position, the College will provide severance as follows:

Length of Service	Notice or Payment in Lieu or a Combination Thereof
1 - 12 months	one (1) month
13 - 48 months	two (2) months
49+ months	½ month for each full and partial year to a maximum of eight (8) months payment

Plus career transition assistance to a value of \$500 for employees with at least 24 months service.

Child Care Centre staff in a continuous position normally would receive one month's notice or one (1) month's salary in lieu of notice

For twelve (12) months following the date of termination of the employee, should the employee be re-hired to the College, he/she will not lose seniority benefits.

During the period of notice of release, the College will allow the affected employee a reasonable amount of time-off with pay for interviews with prospective employers other than the College.

2.15.2 Just Cause

Where termination is for just cause, an employee may be released without notice or compensation.

2.15.3 Resignation

- a) All employees are asked to give a minimum of two weeks notice when voluntarily terminating employment with the College.
- b) The notice shall be in written form and shall be submitted to the Administrative Supervisor (or designate) with a copy to the Executive Director of Human Resources.

ARTICLE 2.16 TUITION

An employee and each member of their immediate family shall be entitled to enroll in College credit courses without payment of tuition fees, subject to the following conditions:

- a) the employee is a permanent employee who works more than 910 hours per year or,
- b) the employee is a term certain employee who works 17.5 hours or more per week for six (6) months or more
- c) a maximum of three (3) course waivers of three (3) credits each in any one calendar year;
- c) the maximum course waiver shall be one (1) per term.
- e) the eligible person shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the course.

It is understood that career enhancement courses can be accessed through application to the Staff Development Fund.

SECTION III

ARTICLE 3.1 COLLEGE WIDE COMMITTEES

The RDC SSA will have representation on constituency based joint College/Employee committees including but not limited to the Benefit Review

Committee, Joint Classification Committee, Harassment Committee, Occupational Health & Safety Committee, and the College Wide Staff Development Committee.

ARTICLE 3.2 COPIES OF COLLECTIVE AGREEMENT

The College shall provide and/or make available at no cost, copies of this Collective Agreement to all employees.

ARTICLE 3.3 INSURANCE COVERAGE

All employees are covered by College insurance while on College business.

ARTICLE 3.4 PARKING

The same regulations governing parking facilities that apply to the other College staff members will apply to employees covered by this Collective Agreement.

ARTICLE 3.5 PERSONNEL FILES

3.5.1

Any expression of concern regarding an employee's work performance shall be discussed with the employee prior to any written document being placed on the employee's personnel file. The Employee will be advised by the supervisor that he/she is entitled to have an Association representative present during this discussion.

3.5.2

The employee will be copied on any written document placed in the employee's personnel file within fourteen (14) calendar days following the discussion with the employer.

3.5.3

Upon request, access to an employee's personnel file will be provided to the employee or the employee's authorized representative. The employee has the right to make copies of material contained in his file.

3.5.4

After 24 months, documents in an employee's personnel file may not be used in a disciplinary action against the employee, provided that no similar occurrences have taken place during this period. Upon written request from the employee, all documents pertaining to this

disciplinary action will be purged from the employee's files after this time period.

ARTICLE 3.6 TIME OFF FOR ASSOCIATION OFFICERS AND MEMBERS

The Association President or designate shall be provided with one hour paid time to acquaint any new employee with the Association and terms and conditions of employment as per the Collective Agreement.

Time off for Association members, without loss of regular earnings, shall be granted upon approval of the Administrative Supervisor (or designate). Employees shall provide as much advance notice as possible when requesting time off. Time off shall be granted to:

- a) Association officers and designated representatives (not to exceed three (3) in number) for time spent meeting with representatives of the College.

- b) members of the Terms of Employment Committee of the RDC SSA (not to exceed three (3) in number, plus one (1) alternate) during negotiation meetings and for the purpose of preparing for negotiation meetings with the College. Time off granted for the purpose of preparing for negotiation meetings with the College shall not exceed one (1) hour prior to each negotiation meeting;

- c) a Grievance Committee member for time spent discussing possible grievances with Administrative Supervisor (or designate) and/or representatives of the College;

- d) the griever and a Grievance Committee member for time spent discussing grievances with representatives of the College;

- e) Association members appointed to represent the RDC SSA Committees where the College requests representatives.

Time off with pay shall be granted to Association members who:

- a) hold the office of President. This person shall be allowed time off with pay equal to one-half day per week to conduct Association business.

- b) hold the office of Secretary. This person shall be allowed three and one half (3 ½) hours time off with pay on one day per month to conduct Association business. Such time off requires the approval of the

- Administrative Supervisor (or designate) and shall not be unreasonably denied.
- c) are designated as delegates (not to exceed two (2) in number) representing the Association at the Association of Canadian Community Colleges and Institutes. Such time off requires the approval of the Administrative Supervisor (or designate) and shall not be unreasonably denied.

ARTICLE 3.7 TRAVEL AND EXPENSES

Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with current College policy and rates.

SIGNATURES

Signed on behalf of Red Deer College

**Signed on behalf of Red Deer College
Support Staff Association
Certificate 10-98**

**Nick Kooman, Executive Director,
Human Resources**

**Paul Cooper, President
Red Deer College Support Staff Association**

**APPENDIX A – FULL TIME, PART-TIME, TEMPORARY POSITIONS BY PAY
GRADE LEVEL**

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Appendix A – page 2

APPENDIX B – HOURLY POSITIONS BY PAY GRADE LEVEL

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APPENDIX C – STIPEND POSITIONS

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APPENDIX D – SSA SALARY GRIDS

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SSA paygrid 2002 – coming soon

APPENDIX E – SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN
APPENDIX “E”

Supplemental Unemployment Benefit (SUB) Plan

- A. All Red Deer College Support Staff Association members who have been employed by the College for a continuous period of at least twelve (12) months are covered by the plan.
- B. The plan is to supplement the employment insurance benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
 - (1) Employees must prove that they have applied for, and are in receipt of, employment insurance benefits under the plan.
 - (2) SUB is payable for a period during which an Employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two week EI waiting period.
- D.
 - (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
 - (2) The combined weekly rate of the EI benefit and SUB payments will not exceed 95% of the Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of thirteen (13) weeks.
- F.
 - (1) The plan is financed by Red Deer College's general revenues.
 - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- H. Employee do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

LETTERS OF UNDERSTANDING

1. Determination of Positions

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: Determination of Positions**

It is understood that:

1. The College and the Association will continue working together with CUPE Local 1445 to establish a Letter of Understanding regarding determination of positions at the College.
2. Until a specific agreement is reached between the College, the Association and CUPE Local 1445, new positions will not be determined using the General Determination Guidelines. Human Resources will make the determinations by comparing to existing Bargaining Unit positions.
3. The Association will be notified in writing of positions that are determined to be in the Association or CUPE Local 1445.
4. Where positions are disputed, contract letters will identify that.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

2. Part Time Permanent Employees

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: Part-time Permanent Employees**

It is understood that:

1. Employees on staff effective July 1, 2001 with part-time Permanent contracts who are working less than 12 months of the year will be given the choice of having their wages paid equally over 12 months or over the period that they work each year.
2. All part-time Permanent employees with contracts initiated after June 30, 2001 and who are working less than 12 months of the year will have their wages paid over the period that they work each year.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

3. CPI Adjustment

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: CPI Adjustment**

It is understood that:

1. In the event that the Alberta Annual Average CPI for 2001 exceeds 4%, a Cost of Living Adjustment equal to 50% of the difference between the CPI and 4% will be applied to the wage grid in Appendix D retroactive to July 1, 2001.
2. In the Event that the Alberta Annual Average CPI for 2002 exceeds 3%, a Cost of Living Adjustment equal to 50% of the difference between the CPI and 3% will be applied to the wage grid in Appendix D retroactive to July 1, 2002.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

4. Health Benefits

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: Health Benefits**

It is understood that:

1. The parties agree to form a Task Force comprised of CUPE Local 1445, the Red Deer College Support Staff Association and the Red Deer College to explore the possibility of re-allocation of Employer/Employee health benefit costs, with the objective of saving the Employee money and the Employer paying no less than 75% of the total cost of benefit premiums.
2. The health benefits to be considered for re-allocation are: Alberta Health Care, Supplementary Health Care Plan, Dental Plan, Life Insurance and Accidental Death and Dismemberment.
3. Any agreement reached shall be subject to ratification by all three parties prior to implementation.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

5. Supplemental Unemployment Benefit (SUB) Plan

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: Supplemental Unemployment Benefit (SUB) Plan**

It is understood that:

1. The parties agree to form a Task Force comprised of CUPE Local 1445, the Red Deer College Support Staff Association and the Red Deer College to investigate the feasibility of increasing the length of the SUB Plan benefit from thirteen (13) weeks to twenty (20) weeks.
2. Any increase in the number of weeks will come into effect on July 2, 2003.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

6. Pension Eligibility for Permanent Part Time Employees

**Letter of Understanding
Between
Red Deer College
And
Red Deer College Support Staff Association
Re: Pension Eligibility for Permanent Part Time Employees**

It is agreed between the parties that the College will give Permanent Part Time Employees the option of joining the Local Authorities Pension Plan provided the Employee meets the minimum eligibility requirements of the plan.

Nick Kooman
Executive Director, Human Resources

Paul Cooper
President, Red Deer College
Support Staff Association

Date

Date

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APPENDIX A
Full-time, Part-time, Temporary
Positions by Pay Grade Level

Level 0

Child Caregiver
Courier

Level 1

Level 2

Cook Caregiver

Level 3

Child Caregiver
Child Caregiver – Special Needs
Computer Learning Lab Tutor
Front of House Coordinator
Horticulturist

Level 4

Ceramics Technician
Cutorial Technician
Family Day Home Consultant
House Technician/Stage Coordinator

Level 5

Computer Lab Coordinator
Computer Technician – Equipment
ECS Specialist
Family Day Home Consultant
Graphic Technician
LAC Math Tutor
LAC Writing Skills Tutor
Learning Assistance Tutor
Senior Front of House Coordinator
Shop Technician – Auto Services
Technical Support Analyst
Tutor Bank Aide

Level 6

Athletic Trainer/Therapist
Biology Lab Technologist
Children's Program Coordinator
Leadership/Athletics Coordinator
Head of Wardrobe
Marker
Materials Management Technician
Payroll Technician
Promotion/Recruitment Coordinator
Safety Codes Marker
Tutor Bank Coordinator

Level 7

Accounting Technician
Audio Visual Technician
Biology Lab Technologist
Bookstore Assistant Manager
Chemistry Lab Technologist
Clinical Placement Coordinator
Communications Consultant
Computer Learning Lab Coordinator
Computer Services Consultant
Computer Technician –Equipment
Facility Coordinator – Arts
Library Specialist
Maintenance Technician
Marketing & Events Coordinator
Pre-Employment Coordinator
Project Coordinator
Prospective Student Consultant
Residence Life Coordinator
Shop Technician – Carpentry
Shop Technician – Electrical
Shop Technician – Heavy Equipment
Shop Technician - Welder
Sports Facilities & Equipment Coordinator
Stage Technician
Visual Arts Technician

Level 8

Academic Consultant
Budget Technician
Campus Facility Coordinator
Chemistry Lab Coordinator
Foundation/Alumni Coordinator
Marketing Coordinator
Materials Management Coordinator
Programmer/Analyst
Prospective Student Coordinator
Records Management Coordinator
Research Consultant
Security/Services Coordinator
Stage Coordinator
Technical Support Analyst
Telecommunications Technician
Web Specialist

Level 9

Academic Advisor
Academic Consultant
Academic Executive Coordinator
Academic Liaison
Biology Lab Coordinator
EduWeb Career Consultant
Learning Skills Coordinator
Marketing & Communication Coordinator
Program Coordinator
Student Financial Aid & Award Coordinator
Systems & Network Administrator
Webmaster

Level 10

Academic Advisor Coordinator
Assessment Services Coordinator
Campus Card Manager
Claims Management Consultant
Computer Client Services Coordinator
Disability Services Coordinator
Extension Services Coordinator
Programmer/Analyst Coordinator

Level 11

Banner Database Administrator
Health & Wellness Coordinator
Research Services Coordinator

APPENDIX B
Hourly Positions by Pay Grade Level

Level A

Maintenance Technician
Note Taker
Nursing Lab Technician
Sports Facilities Attendant
Stage Technician

Level B

Bartender
Costume Shop Technician
Disabled Services Tutor
Groundskeeper
Mover and Maintenance
Technician
Peer Tutor
Spanish Language Aide
Sports Facilities Attendant – Train
Station
Studio Technician
Student “B”
Summer Program Attendant

Level C

Bingo Coordinator
Researcher
Summer Sport Camp Leader

Level D

Academic Aide
Fitness Consultant
Marker
Rufus
Sports Facilities Attendant – Train
Station
Student “D”

Level E

Computer Technician - Equipment
LITE Centre Technologist
Outreach Coordinator
Shop Technician - Trades
Visual Arts Model

Level F

Researcher – Special Summer
Project
Student “F”

Level G

Exercise Programmer
Fitness Consultant
Group Exercise Leader

Level K

Nursing Lab Tutor

APPENDIX C
Stipend Positions

Intramural Programmer
Rehearsal Pianist
Resident Attendant – Rowhouse
Resident Attendant – Tower
Resident Attendant – Wing 6

29/06/01

Regular salary grid -- for Full-time, part-time and temporary employees described in Appendix A on previous page
 -- initial step no greater than "step 2" without ES&D approval;
 subsequent steps annually assuming satisfactory performance
 -- Steps 6 & 7 available to CST employees only (market adjustment)
 -- 14% must be added to temporary salaries to cover vacation and general holiday pay

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 0	14931	15528	16150	16,796	17468		
	8.20	8.53	8.87	9.23	9.60		
Level 1	16872	17547	18249	18979	19738		
	9.27	9.64	10.03	10.43	10.85		
Level 2	19049	19810	20603	21427	22284		
	10.47	10.88	11.32	11.77	12.24		
Level 3	21506	22366	23261	24191	25159		
	11.82	12.29	12.78	13.29	13.82		
Level 4	22448	23346	24280	25252	26262		
	12.33	12.83	13.34	13.87	14.43		
Level 5	25344	26358	27412	28509	29649		
	13.93	14.48	15.06	15.66	16.29		
Level 6	28614	29758	30949	32187	33474		
	15.72	16.35	17.00	17.68	18.39		
Level 7	32305	33597	34941	36339	37793	39304	40876
	17.75	18.46	19.20	19.97	20.76	21.59	22.45
Level 8	36472	37931	39448	41026	42667	44374	46149
	20.04	20.84	21.67	22.54	23.44	24.38	25.35
Level 9	41177	42824	44537	46319	48172	50098	52103
	22.62	23.53	24.47	25.45	26.47	27.52	28.62
Level 10	46489	48349	50283	52294	54386	56562	58824
	25.54	26.57	27.63	28.73	29.88	31.07	32.32
Level 11	52486	54586	56769	59040	61401	63858	66412
	28.84	29.99	31.19	32.44	33.74	35.08	36.49

Hourly Grid -- for temporary employees described in Appendix B on Previous page
 -- 14% must be added to cover vacation and general holiday pay
 -- step determined by supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5
Level A	6.40	6.65	6.92	7.19	7.48
Level B	7.16	7.45	7.75	8.06	8.38
Level C	8.02	8.34	8.68	9.02	9.39
Level D	8.99	9.35	9.72	10.11	10.51
Level E	10.06	10.47	10.89	11.32	11.77
Level F	11.27	11.72	12.19	12.68	13.19
Level G	12.62	13.13	13.65	14.20	14.77
Level H	14.14	14.71	15.29	15.91	16.54
Level I	15.84	16.47	17.13	17.81	18.53
Level J	17.74	18.45	19.18	19.95	20.75
Level K	19.87	20.66	21.49	22.35	23.24

Stipend Grid -- for temporary employees described in Appendix C on previous page

-- 14% must be added to cover vacation and general holiday pay

-- step determined by supervisor

Step 1	Step 2	Step 3	Step 4	Step 5
205	226	246	267	287

Regular salary grid -- for Full-time, part-time and temporary employees described in Appendix A on previous page
 -- initial step no greater than "step 2" without ES&D approval;
 subsequent steps annually assuming satisfactory performance
 -- Steps 6 & 7 available to CST employees only (market adjustment)
 -- 14% must be added to temporary salaries to cover vacation and general holiday pay

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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	15.72	16.35	17.00	17.68	18.39		
Level 7	32305	33597	34941	36339	37793	39304	40876
	17.75	18.46	19.20	19.97	20.76	21.59	22.45
Level 8	36472	37931	39448	41026	42667	44374	46149
	20.04	20.84	21.67	22.54	23.44	24.38	25.35
Level 9	41177	42824	44537	46319	48172	50098	52103
	22.62	23.53	24.47	25.45	26.47	27.52	28.62
Level 10	46489	48349	50283	52294	54386	56562	58824
	25.54	26.57	27.63	28.73	29.88	31.07	32.32
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	28.84	29.99	31.19	32.44	33.74	35.08	36.49

Hourly Grid -- for temporary employees described in Appendix B on Previous page
 -- 14% must be added to cover vacation and general holiday pay
 -- step determined by supervisor

	Step 1	Step 2	Step 3	Step 4	Step 5
Level A	6.40	6.65	6.92	7.19	7.48
Level B	7.16	7.45	7.75	8.06	8.38
Level C	8.02	8.34	8.68	9.02	9.39
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Level E	10.06	10.47	10.89	11.32	11.77
Level F	11.27	11.72	12.19	12.68	13.19
Level G	12.62	13.13	13.65	14.20	14.77
Level H	14.14	14.71	15.29	15.91	16.54
Level I	15.84	16.47	17.13	17.81	18.53
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Stipend Grid -- for temporary employees described in Appendix C on previous page

-- 14% must be added to cover vacation and general holiday pay

-- step determined by supervisor

Step 1	Step 2	Step 3	Step 4	Step 5
205	226	246	267	287
