COLLECTIVE AGREEMENT

BETWEEN

PORTAGE COLLEGE BOARD OF GOVERNORS

AND

PORTAGE COLLEGE FACULTY ASSOCIATION

Dated this 27 day of July, 2015

Preamble

This Agreement made this 27th day of July, 2015 A.D.

BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

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DEFINITIONS

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

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

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

1.4 President
Shall mean the Chief Executive Officer of Portage College.

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

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

- Instructional Faculty which will include all Instructors and Program Coordinators
- Non Instructional Faculty which will include: Educational Counsellors, Curriculum Designers, Learning Facilitators, Learning Assistant Centre Supervisors, Athletic Directors, Educational Counsellor Supervisors

The College will consult with the Joint Consultative Committee regarding any additions and/or changes to the designation of categories and individual employees. Exception occurs when an individual is employed to work in externally funded, one-time funded, cost recovery or contract-funded programs unless the hours form all or part of an Employee's assigned workload.

1.7 Employee Status

1.7.1 Continuous
"Continuous" employee means a Faculty member whose appointment is ongoing from year to year.

1.7.2 Term
"Term" employee means a Faculty member who is appointed for a specific period of time. The Employer agrees to review all term employees and advise the Association of their employment status by June 15.

1.7.3 Part Time

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

1.7.4 Casual

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

1.8 College Guidelines

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

1.9 Workday

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

1.10 Gender

A word used in the masculine gender applies also in the feminine.

1.11 Use of Singular and Plurals

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

1.12 Consultation and Consult

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

1.13 Year

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

1.14 Salary

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

2. MANAGEMENT AND FACULTY ASSOCIATION RECOGNITION

2.1 Management Rights

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

2.2 Faculty Association Rights

The College recognizes the Faculty Association as the exclusive bargaining agent for all Faculty Association members covered by this agreement. The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Faculty Association member for reason of membership or legitimate activity in the Faculty Association.

2.2.1 The College will provide the Faculty Association reasonable access to college communication systems for Faculty Association business.

2.2.2 The College will deduct dues as directed by the Faculty Association. These dues shall be turned over to the Faculty Association within two (2) weeks of being deducted.

2.2.3 The College will not unreasonably deny access to its premises for meetings of the Faculty Association.

2.2.4 The College and Faculty Association will provide each other with current lists of representatives.

2.3 Time Off for Faculty Association Business

2.3.1 The Faculty Association shall be allowed to buy such service time as it deems necessary.

2.3.2 The Association member will request for all time off in writing, through the applicable Dean or Manager. The College will approve such time off and scheduling accommodations will be made provided the Association gives appropriate notice of the intended absence and that the member's duties not be unduly disrupted.

2.3.3 The President of the Faculty Association or his designee shall advise the College President or his designee, in writing, of the names of the specific members who will represent the Association for the purposes specified in Clause 2.3.1 above.

2.3.4 To facilitate the administration of this Clause, the Employer will grant the leave of absence with pay and invoice the Association for the member's salary and applicable allowance in one half (1/2) day increments which the Association will promptly pay.

2.3.5 In the case of scheduled release time for the President of the Faculty Association or an alternate designated by the Faculty Association, the purchase of release time shall be calculated on the basis of every 1% of release time multiplied by the Employee's annual salary.

2.4 The Joint Consultation Committee

The Joint Consultation Committee shall meet to consider matters arising from the implementation of this collective agreement. The Joint Consultation Committee shall be comprised of equal representation of the Faculty Association and Management (up to three (3) members appointed by the President and up to three (3) members appointed by the Faculty Association), to a maximum of six (6) committee members, and shall be co-chaired on an alternating basis by one (1) Management and one (1) Faculty Association member. Members appointed by the Faculty Association must be Faculty members or employed by the Faculty Association.

3. TERMS OF EMPLOYMENT

3.1 Application

3.1.1 This agreement applies to an Employee employed as a full time or part time continuous, term or casual Faculty Employee pursuant to the Post-Secondary Learning Act; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part time:

a) appointed to a continuous position; and
b) appointed to a term position, except as specified in Clause 8.5; and
c) hired for casual employment, except that the following shall not apply:

i)	Clause 3.4	Resignation, Re-assignment and Redundancy
ii)	Article 6	Vacation and Holiday Leave
iii)	Article 7	Leaves
iv)	Article 8	Benefits
v)	Article 11	In the case of termination of employment

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

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

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

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

b) annual vacation leave pursuant to Clause 6.3 be allowed in addition to his regular wage earnings, pay at 6% of his regular wage earnings.

3.2 Probationary Status

3.2.1 On initial appointment, all Employees shall be required to complete a probationary period of two (2) years. During this time period, employees must complete instructional skills training as directed by Portage College. Probation may be extended by the College at its sole discretion to allow for completion of the skills training.

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

3.2.3 This Article applies to term and continuous Employees.

3.2.4 During the Employee's probationary period, the College may terminate an unsatisfactory Employee's employment by written notice, and the Employee shall not have recourse beyond Level 2 of the grievance process as per Article 11.

3.3 Discipline/Suspension/Dismissal

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

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

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

3.3.4 Upon the request of an Employee, written reprimands or other letters of a disciplinary nature more than twenty-four (24) months old may be removed

from the personal file, provided that the file does not contain any further record of disciplinary action during that twenty-four (24) month period.

3.4 Resignation, Re-Assignment, and Redundancy

3.4.1 Resignation

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

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

3.4.1.2 a) An Employee may offer to resign and receive a separation package where fiscal restraint, curriculum changes, insufficient enrolments or significant program changes occur.

b) When offering to resign and receive a separation package, an Employee will make a business case, in writing, to the President. The President may give approval, and his decision is final and binding.

3.4.2 Re-assignment

3.4.2.1 a) Where fiscal restraint, curriculum changes, insufficient enrolments or significant program changes occur, an employee may be reassigned by the Employer.
b) The Employer will provide notice to the Faculty Association prior to announcing a reassignment.

3.4.2.2 a) Should re-assignment become necessary, every effort and consideration shall be made to re-assign duties within the Employee's qualifications and capabilities or severance pay under clause 3.4.3.3 will be offered by the Employer. Where an Employee declines a reassignment other than under clause 3.4.2.2 (d), the Employee will be ineligible for severance pay.

b) In the case of re-assignment from the position of initial appointment, the Vice President shall provide notice to the Employee in writing not less than ten (10) workdays prior to the effective date.

c) In the case of re-assignment to a position at a location more than 100 kilometres from the previous location, the Employee shall be offered relocation assistance. (See College Guideline E.1.07).

d) In the event of an employer initiated reassignment beyond 100 kilometers from the position of initial appointment under clause 3.4.2.2.(a), severance pay will be made available to the Employee as an alternative.

e) In the event that a reassignment is necessary due to discipline, pursuant to Clause 3.3, Articles 3.4.2.2 (c) and (d) will not apply.

3.4.3 Redundancy

3.4.3.1 a)No Employee shall be declared redundant from the position of initial appointment unless as a consequence of fiscal restraint, curriculum change, insufficient enrolment, or course or program changes.

b) The Employer will provide notice to the Faculty Association prior to announcing a redundancy.

3.4.3.2 (a) Where an Employee's position is identified by the Employer for redundancy, and no resignation under clause 3.4.1 occurs or no reassignment under clause 3.4.2 occurs, loss of employment will result for the affected Employee. The Employee shall be provided with forty (40) workdays notice or pay in lieu of notice, or a combination of notice and pay in lieu.

b) Statutory holidays and vacation are not to be used in the calculation of the notice period.

c) When a redundancy is declared the College will consider alternative proposals such as, but not limited to job sharing, transfer, LWOP or professional development of the employee. Proposals must be submitted to the College within 10 calendar days of announcing the redundancy.

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

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

3.5 Acting Incumbency

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

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

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

3.5.3 Acting incumbency pay shall normally be paid as a monthly allowance, but where acting incumbency is for a period less than two (2) complete calendar months, it will be paid as a lump sum in the month following the acting incumbency.

3.5.4 An acting incumbency may be further extended for a period not to exceed one (1) year, but such extension shall be the subject of consultation between the Employer and the Faculty Association.

3.6 Travel and Subsistence

3.6.1 Employees who incur travel and subsistence expenses in the performance of authorized College business shall be reimbursed for those expenses in accordance with the College Travel and Subsistence Guideline.

3.6.2 The Employer agrees to consult with the Faculty Association prior to the alteration of travel and subsistence rates contained in the College Travel and Subsistence Guideline.

3.6.3 Travel time beyond the normal 7.25 hour workday is paid at overtime rates.

3.7 Travel Time

3.7.1 Travel beyond the normal 7.25 hour workday is paid at overtime rates, or the equivalent taken as Time Off in Lieu (TOIL).

3.7.2 Faculty are expected to plan their work so as to minimize travel overtime.

4. WORKLOAD

4.1 Instructors

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

a) Teaching and Teaching Related Responsibilities:
Instruction, course preparation and outlines, office hours, student consultation, program meetings, grade reports, student appeals, curriculum review and program quality assurance.

b) Service Responsibilities:
Program and institutional planning, committee membership, faculty evaluation, convocation and student recruitment.

c) Professional Responsibilities:
Professional and personal development, maintaining professional competencies relative to licensing and certification.

d) Program / Course Development and/or Research Responsibilities:

The responsibilities of a faculty may from time to time include curriculum development and/or applied research.

4.1.1 Workload assignments

It is agreed that various programs of instruction differ in the nature of the instructional assignments. It is neither practical nor equitable to expect instructors in different programs to have the same number of instructional contact hours.
To accommodate workload differences between programs and allow flexibility within a given program, program benchmarks have been established for different categories of programs offered. The College, using the appropriate program workload benchmark, shall determine the specific instructor's instructional hours. An Employee's instructional workload is determined by the Dean in consultation with the Program Coordinator, Employee or Employees as a group and within the department where one exists.

Workload assignments take into consideration but are not limited to:

a) The requirements of the College
b) The requirements of the academic program, lab supervision, lab teaching and practicum supervision.
c) The amount of course preparation time, exam supervision, unsupervised student periods, marking, examinations.
d) The class size and historical instructional hours.
e) Special Assignments (refer Article 4.1.3)

In instances where the College anticipates significant change to an Employee's workload, the College will notify the Employee by June 30th.

4.1.2 Program Benchmarks

Program Benchmark	Hours
ACE	725
Baker	725
Business	540
Carpentry	725
CSW	540
Culinary Arts	725
EA/ELCC	500
Electrical	725
EMR	625
EMT	625
Food Processing Technician	650*
Heavy Equipment Operator	725
Heavy Equipment Technician	725

Institutional Cook	725
Native Arts and Culture	500
Natural Resource Technologist	650 *
Paramedic	625
PENG	650
Practical Nurse	625
Steam fitter / Pipe fitter	725
University Studies	540
Welding	725

*Benchmarks will be reviewed at the end of the 2015/2016 academic year at JCC.

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

4.1.3 Release Time

The Dean may, in consultation with the faculty member and his/her program coordinator modify the instructional assignment to accommodate duties including, but not limited to: curriculum development, applied research, travel time away from assigned worksite.

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

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

Instructional staff shall be expected to participate in training related to new technologies prior to the start of the academic year as designated by the College.

4.1.5 Instructional workload for Program Coordinators may be reduced by the College to compensate for the increased administrative activities of the Coordinator. The instructional workload reduction for Program Coordinators is determined by the Dean, in consultation with the member, based on numbers of students in a program area, number of staff supervised, and the level of administrative and program responsibility.

4.1.6 a) Faculty Employees, who are assigned instructional overload beyond the program benchmarks as outlined in clause 4.1.2, shall be compensated under clause 9.3.1 for instructional classroom time only, recognizing the assigned overload also includes preparation, marking, student consultation, and appropriate administration of course materials, grades and records.

b) Instructors assigned additional non-instructional workload will be paid at a rate of one and one half (1 ½) times the Employee's hourly rate (overtime) under clause 9.5.1 for hours authorized by the Employer.

4.1.7 Where there is no established program benchmark during the academic term a tentative program benchmark will be determined by the Employer in consultation with JCC prior to the program's commencement. The program benchmark will be reviewed upon completion of the academic year. A final program benchmark will then be established in consultation between the Employer and the Association, at the Joint Consultation Committee (JCC).

4.1.8 a) Where an instructor has an assignment that requires the use of new technologies with which the instructor is unfamiliar, the College, as determined by the Dean in consultation with the Program Coordinator and the Employee or Employees as a group, and where one exists, within the department, will provide the instructor with the necessary release time and professional development activities so that the instructor can acquire the necessary skills and knowledge.

b) Where the College is using multiple modes of delivery, an Instructor's workload will be determined by the Dean in consultation with the Program Coordinator, Employee or Employees as a group, and within the department, where one exists.

4.1.9 An instructor's daily teaching schedule shall not exceed more than 7.25 hours in a continuous period, except by mutual consent of the employer and employee.

4.2 Non-Instructional Faculty

4.2.1 The parties recognize the College's responsibility to determine work assignments for Non-Instructional Faculty. For Non-Instructional Faculty employees as described in Article 1.6, assignments will be made through consultation between the assigned manager or coordinator and the member within the department.

4.2.2 The assigned workload for Non-Instructional Faculty shall not exceed an average of thirty six point two five (36.25) hours per week or the equivalent on a monthly, quarterly or annual basis. Non-Instructional Faculty required to work above the monthly, quarterly or annual basis will be compensated as per Article 9.4.1.

4.3 Workload Review

4.3.1 If a disagreement arises over the assignment of workload, a request for review shall be filed within ten (10) working days of the time at which the Employee is made aware of the workload assignment or subsequent change.

4.3.2 Such review will be made by an ad hoc Workload Review Committee, comprised of the Vice President – Academic or his designate, a Program Dean and a member named by the Faculty Association.

4.3.3 The decision of this committee shall be delivered no later than five (5) working days after the notice of appeal was filed.

4.3.4 The decision of this committee is final and binding on the Faculty member, the Association and the College.

5. PERFORMANCE APPRAISALS

5.1 The Employer and the Association recognize that the evaluation of employee performance is the responsibility of the Employer. With respect to performance evaluation, College Guidelines shall apply. (See College Guidelines E.3.01 and E3.02

6. VACATION AND HOLIDAY LEAVE

6.1 Holiday Leave

6.1.1 Faculty members are entitled to one day's paid leave for each of the following holidays:
Civic Holiday
Good Friday
Victoria Day
Canada Day
Family Day
Labour Day
Thanksgiving Day
Easter Monday
Remembrance Day
Christmas Leave (8 days)

6.1.2 When a day designated as a holiday under Clause 6.1 falls during a Faculty member's work week, and he is not required to work, he shall be granted holiday leave on that day.

6.1.3 When a day designated as a holiday under Clause 6.1 falls on a Faculty member's regularly scheduled day of rest, and he is not required to work, he shall be granted holiday leave on the day observed as the holiday.

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

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

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

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

6.1.8 When a day designated as a holiday under Clause 6.1 falls during a period of leave, the rate of pay applicable to the holiday shall be the same as that for the remainder of the leave period.

6.2 Winter Break/Spring Break

6.2.1 Subject to operational requirements, Faculty members shall be granted a period of at least fourteen (14) consecutive calendar days including December 24 to January 1 as Winter Break without loss of regular salary. This fourteen (14) day Winter Break shall be made up of two (2) days of the Faculty member's vacation entitlement, or earned time off in lieu, and the eight (8) days of paid Winter Leave for that year. As of July 1, 2015, this fourteen (14) day Winter Break shall be made up of (10) days of paid Winter leave for that year.

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

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

6.2.3 The scheduling of Winter Break and Spring Break shall be determined by the Employer.

6.2.4 Annual vacation leave entitlement shall not be reduced by the taking of Winter Break or a Spring Break except as noted in Clauses 6.2.1 and 6.2.2.

6.3 Annual Vacation Leave

6.3.1 All vacation requests must be submitted to the appropriate Dean or Manager for approval and will be approved subject to operational requirements. Such entitlement shall normally be taken during the summer months unless the Faculty member and the College mutually agree to alternate times.

6.3.2 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

6.3.3 a) Upon termination a Faculty member in a continuous position shall be paid cash in lieu of vacation earned but not taken, at a rate based on Clause 6.3.6 as follows:

i) that vacation will be paid out at the daily straight time rate, except, Faculty members who resign in accordance with Clause 3.4.1, and do not use vacation earned to extend their employment, will be paid out these unused vacation days at a rate of one point two (1.2) times the daily straight time rate.

b) Upon termination, a Faculty member in a term position shall be paid cash in lieu of vacation earned but not taken, at a rate based on Clause 6.3.6.

6.3.4 Where a Faculty member is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

6.3.5 When a day designated as a paid or unpaid holiday under Article 6 falls within a period of vacation leave, it shall be counted as the holiday and not as a day of vacation.

6.3.6 a)Subject to Clause 6.3.7 Instructional Faculty members earn vacation leave credit in the amount of three and one half (3 ½) days for each month of service in which their actual basic pay is at least one half (1/2) of their base monthly pay.

b)Subject to Clause 6.3.7 Non Instructional Faculty members earn vacation leave credit in the amount of 2.08 days per month of service in which their actual basic pay is at least one half (1/2) of their base pay. After eight (8) years of continuous service, the entitlement will increase to 2.50 days for each month of service in which their actual pay is at least one half (1/2) of their base monthly pay.

Service for this purpose includes paid leave but not unpaid leave, funded leave of absence, nor vacation leave from which a Faculty member chooses not to return to work.

6.3.7 Vacation leave shall be allowed to accumulate for use at any time in accordance with the general provisions of this section, to a limit of fifty (50)

days. When an employee has fifty (50) days of vacation leave credit, one of the following steps must take place:

a) In consultation with the employee, the Employer will establish a plan to use the surplus days in excess of 42 vacation days; or

b) Receive a cash payout for all or a portion of the surplus days in excess of the 42 day vacation limit as approved by the Employer; or

c) a combination of a) and b) above.

6.3.8 A Faculty member shall earn Annual Vacation Leave pursuant to Article 6.3.6 during the following:

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

7. LEAVES

7.1 Casual Illness

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

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

7.1.2 An Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay in each calendar year (pro-rated in the first year of employment). Each day or portion of a day of casual illness used within a year shall be deducted from the remaining casual leave entitlement for that calendar year.

7.1.3 This Clause is subject to Clause 7.3.

7.2 General Illness

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

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

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

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

Completed years of uninterrupted service salary	General illness leave at full salary	General illness leave at 70%
0 year	*	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days
*During the first month of employment, the first ten (10) days of general illness leave shall be without pay. After completion of one month's salaried service, an Employee shall have ten (10) days credit at full salary.		

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

i) illness leave entitlements reinstated pursuant to Clause 7.2 when the member returns to work in the next year of employment; or
ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.

b) Such reinstatement shall only occur where an 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.

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

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

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

b) the absence is due to an intentional self-inflicted injury.

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

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

This Clause is subject to Clause 7.3.

7.3 Proof of Illness

7.3.1 To obtain illness leave benefits as described in Clauses 7.1 and 7.2 the Employer may require that an Employee provide a proper medical certificate or other proof of illness satisfactory to the College. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.

7.3.2 To obtain illness leave benefits as described in Clauses 7.1 and 7.2 the Employee is required to provide a proper medical certificate or other proof of illness satisfactory to the College.

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

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

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

7.4 Special Leave

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

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

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

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

a) an Employee who requires time off work shall be granted leave without loss of pay if there is an illness in his immediate family. Immediate family means spouse (including common-law spouse), son, daughter, mother, father, guardian, parent-in-law, grandparent, grandchild, brother, sister, or the husband or wife of any of them or an individual who is a dependant of the Employee. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the person to an appointment;

b) bereavement – leave of absence will be granted in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;

c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;

d) administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;

e) moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;

f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (eg: flood, fire, tornado) which cannot be served by others or attended to by the Employee at a time when he is normally off duty;

g) mourner – leave of absence will be granted where operational requirements permit subject to the approval of the Employer.

h) One day will be allowed for a wellness day. This special leave day requires prior approval from the employer.

7.4.3 Two weeks notice may be required for leave requested under Clause 7.4.1, Sub-Clauses d), e), h).

7.5 Maternity Leave

7.5.1 Entitlement

a) A pregnant Employee who has been employed for at least 52 consecutive weeks is entitled to maternity leave without pay.

b) The maternity leave to which a pregnant Employee is entitled is a period of not more than 15 weeks starting at any time during the 12 weeks immediately before the estimated date of delivery.

c) An Employee may qualify for Supplemental Employment Insurance Benefits (S.E.I.B.) covering the period she has provided medical evidence from her physician, which satisfies the College she is unable to do her job. An Employee must apply and when approved, submit to the College proof of receipt of Employment Insurance maternity benefits in order to be paid the S.E.I.B. payments. Such proof must be provided to Human Resources no later than twelve (12) weeks after the commencement of maternity leave or the S.E.I.B. will be forfeited. Leave then taken under this S.E.I.B. plan shall be considered to be part of the maternity leave without pay. An Employee who is eligible for S.E.I.B. plan shall not be eligible for illness leave benefits pursuant to Article 7.

d) The College shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless her ability to perform

her assigned work is limited by the pregnancy. The College may require medical documentation verifying that there are no health related issues that prevent continued employment. The College shall pay the cost of such documentation.

7.5.2 Commencement of Maternity Leave

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

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

7.6 Parental/Adoption Leave

7.6.1 Entitlement

a) An Employee is entitled to parental leave as follows:

i) in the case of an Employee entitled to maternity leave, a period of not more than 37 consecutive weeks of unpaid leave immediately following the last day of maternity leave;

ii) in the case of a parent who has been employed by the College for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks of unpaid leave within 52 weeks after the child's birth;

iii) in the case of an adoptive parent who has been employed by the College for at least 52 consecutive weeks, a period of not more than 37 consecutive weeks of unpaid leave within 52 weeks after the child is placed with the adoptive parent for the purpose of adoption.

If Employees described under this Clause are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The College is not required to grant parental leave to two Employees at a time, if the two Employees are parents of the same child.

7.6.2 Commencement of Parental/Adoption Leave

a) An Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:
   i) the medical condition of the birth mother or child make it impossible to comply with this requirement;
   ii) the date of the child's placement with the adoptive parent is not foreseeable.

b) If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the College written notice at the earliest possible time of the date the Employee will start or has started parental leave.

c) Written notice under Clause 7.5.2a) above is deemed to be notice of parental leave under this Clause unless the notice specifically provides that it is not notice of parental leave, in which case this Clause applies.

d) Employees who intend to share parental leave must advise the College of their intention to share parental leave.

e) Employees must stay in contact with the College during their leaves and must immediately inform the Human Resources office of any change of address.

f) An Employee, who at the commencement of a maternity leave is participating in the College Benefits Plans, shall be eligible for benefits as any other Employee absent on sick leave during the health-related portion of a maternity leave. During the remainder of the leave, participation in the benefits plans shall be subject to the provisions of Clause 7.9.3.

7.7 Return From Maternity/Parental/Adoption Leave

7.7.1 An Employee on 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 College agree to shorten the period by the Employee giving the College a medical certificate indicating that resumption of work will not endanger her health.

7.7.2 The Employee must provide the College at least six (6) weeks written notice of the date on which the Employee intends to return to work and in any event not later than six (6) weeks before the end of the leave period to which the Employee is entitled or six (6) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier. An Employee must resume work on the date specified in the written notice 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.

7.7.3 If an Employee fails to provide at least six (6) weeks notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.

7.7.4 An Employee who is entitled to resume work shall be returned to her former position or placed in another comparable position with the College at no less than the comparable salary that had accrued to her at the commencement of leave.

7.8 Court Leave

7.8.1 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce college records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay.

7.8.2 When an Employee is subpoenaed as a witness in his private capacity:

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

7.9 Leave Without Pay

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

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

7.9.3 An Employee who at the commencement of a Leave Without Pay is participating in College Benefits Plans may continue to be covered under these plans for one (1) year while on a Leave Without Pay and the Employer and member premium contributions shall continue.

7.10 Employee Funded Leave

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

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

7.10.3 An Employee granted a deferred salary leave shall obtain an equivalent position on his return.

8. BENEFITS

8.1 Continuous and term Employees as outlined in Clause 8.5 shall participate in the College Benefits Plans. Benefit coverage and eligibility conditions will be according to the conditions of the insurance policies and plan conditions. Part time Employees must have a normal work schedule of at least fifty (50%) of an equivalent full time position to be eligible to participate. Casual Employees are not eligible to participate.

8.2 All benefit plans specified in this Article shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policy holder. The College shall have the right to change the insurance carriers and/or plans provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plans therefore are not subject to the grievance, mediation and arbitration provisions of this agreement. The Association shall be provided with a copy of these conditions upon request.

8.3 The benefits as referred to in the College Benefit Plans shall be Core Extended Health Care, Core Dental, Extended Health Care and Dental Opt Out and Opt Down credits, Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability. Further, the College agrees to maintain the existing overall cost sharing of 62% (College) and 38% (Employees) based on the total cost of all core benefits, including the Health Spending account, divided by the total number of all College Employees covered by the plans.

8.4 The College will provide, through the Benefits Consultant, a cost analysis of the Benefits plans on an annual basis prior to any changes being made to rates or deductions. Any changes to Carrier contracts will be discussed with the Employees or their representatives to address any issues raised. The Human Resources Manager and/or College will provide updates on the Plans through the Joint Consultation Committee on any issues affecting Employees.

8.5 Employees appointed to term positions who have fewer than ten (10) months of uninterrupted service shall be entitled to the following benefits:

i) Accidental Death and Dismemberment insurance for death or injury occurring while on Employer business; and
   a) Effective the first day of the month following the signing of the Collective Agreement by both parties, cash in lieu of other benefits as outlined in Clause 8.3 in the amount of one hundred dollars ($100) for any month in which the actual basic pay is at least one half (1/2) of the normal basic pay.

8.5.2 Term Employees will be eligible for benefits as outlined in Clauses 8.1, 8.2, 8.3, and 8.4 on the first day of the month following completion of the ten (10) months of uninterrupted service.

9. COMPENSATION

9.1 Rates of Pay, Qualifications and Procedure for Grade Placement

9.1.1 Employees shall be paid for work performed at rates of pay as specified in the appropriate salary schedule.

9.1.2 When an employee commences Human Resources will determine the employee's applicable education level and experience for placement on the salary grid. Human Resources assigns the salary in consultation with the Dean/Manager. Teaching experience is counted 1/1; non-teaching but program related experience is counted 2/1.

9.1.3 When the employee commences employment, the employee is responsible for providing all necessary transcripts, documentation and hours of credit for industrial or technical courses, and clarification of qualifications taken.

9.1.4 Increments will be granted on the employee's commencement anniversary date.

9.1.5 a) Grade Placement

Grade "A"	less than one year of post-secondary preparation
Grade "B"	a one-year college certificate or its equivalent
Grade "C"	a two year college diploma, or a Journeyman certificate (based on an apprenticeship of 3 years or more) a nursing diploma a Third Class Power Engineering Certificate
Grade "D"	a three year degree from a Canadian university (or its equivalent), or an applied degree, two Journeyman certificates, or Second Class Power Engineering Certificate
Grade "E"	a four year degree from a Canadian university (or its equivalent), or Registered Nurse designation, or a First Class Power Engineering Certificate, or Welding Examiner/Inspector
Grade "F"	a four year degree from a Canadian university (or its equivalent) plus one additional year of postgraduate training, or 500 technological hours
Grade "G"	a Masters degree
Grade "H"	earned Doctrate

b) Equivalencies

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

Employee's are only eligible for Grade's G and H if they have a completed Master's or Doctorate.

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

Credit will not be given for recertification

9.1.6 On Change In Educational Level

a) When an employee is not at the F level and completes enough education to qualify for movement to the next education level of the grid, he/she must submit the necessary proof of completion of courses to the Human Resources Manager for evaluation.

b) Any increase in salary as a result of the completion of education will be effective the first month after Human Resources receives complete information on the courses completed.

c) Adjustments will not be retroactive unless there are extenuating circumstances and are approved by the Human Resources Manager in consultation with the appropriate Vice President. Any retroactivity will be limited to six (6) months.

9.1.7 Review Procedure for Grade and Step Placement

a) An employee may appeal the evaluation of qualifications by Portage College Human Resources through a request in writing to the Human Resources Manager that a Qualifications Review Committee be established.

b) The Qualifications Review Committee will consist of the Human Resources Manager or designate and one (1) member appointed by the Association. Where the two committee appointees are unable to reach a mutual agreement on an employee's qualifications, the College Vice President - Academic or designate will serve as a third committee member in order to facilitate a decision.

c) The Qualifications Review Committee will be convened provided the case:

(i) is not a presentation of new information not yet considered by Human Resources,

(ii) is not a second or subsequent attempt to have an evaluation under the same unchanged principles reviewed

d) The employee may make a presentation to this Review Committee in person and may be accompanied by a member of the Faculty Association.

e) After considering the documentation and information presented by or on behalf of the employee and the College, the Qualifications Review Committee shall within the terms of Article 9.1.6 and 9.1.7, make a decision on the case with respect to the evaluation. If such decision results in a preparation grade level change, the effective date of such change will be the first of the month following the receipt of the documentation. No retroactive grid movement will occur.

f) The decision of the Qualifications Review Committee is final and binding on the employee, the Faculty Association and the College.

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

9.2 Modifiers

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

9.2.1 "A" Modifier

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

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

An employee must be deemed to have an administrative overload.

b) The modifier may be added where staff meets one or more of the following criteria:
-Employees working at a single instructor site whose duties will include College administrative responsibilities;
-Working with contracted instruction or services, and/or being administratively responsible for a large number of employees or contracted instruction
-Student numbers in a program area are well above the norm, as measured by past and projected student FLEs for base credit programs and by headcount for ad hoc programming;
-Entrepreneurial activities that are ongoing throughout a year and will be responsible for budget forecasting and expenditures

-Where a staff member is assigned a consultative and leadership role in an innovative or developmental program area, or in an assigned special project.

c) An employee who is designated to receive the administrative overload shall receive an administrative stipend.

Effective July 1, 2014, an employee designated by the Employer to receive the "A" Modifier will receive the amount of $214.00 monthly.

Effective July 1, 2015, an employee designated by the Employer to receive the "A" Modifier will receive the amount of $219.00 monthly.

9.2.2 "C" Coordinator's Modifier

a) To be designated to have a "C" modifier, an employee will have a designated assignment as a Coordinator. Responsibilities of which may include the following criteria:
-Administrative/Program/Departmental leadership of a program area, which will include monitoring and updating contracts, budget preparation, expenditure control, inventory and resource administration, establishing goals and directions for the program in consultation with the Dean/Vice President Academic or designate, work with advisory committees, government and regulatory agencies, program review and curriculum development.

-Human resource management duties including hiring new staff, performance management and significant input to developing the program timetable and to assigning workload within a program area.

-Student management within the department, including recruitment, admission and selection, coaching/counselling, discipline, reporting and records, and student planning and organization.

b) An employee who is designated an Instructional Coordinator will receive up to a maximum of 75% release time to perform the Coordinator's duties as designated by Dean/Vice President Academic or designate

c) An employee who is designated to receive the C Modifiers shall receive a coordinator stipend. The C modifier will have two (2) levels to the stipend. Non instructional faculty will receive a Level 1 stipend and Instructional Faculty will be awarded to a Level 2 stipend.

Non Instructional Faculty

Effective July 1, 2014, an employee designated by the Employer to receive the Level 1 "C" Modifier will receive the amount of $327.00 monthly.

Effective July 1, 2015 An employee designated by the Employer to receive the Level 2 "C" Modifier will receive the amount of $334.00 monthly.

Instructional Faculty

Effective July 1, 2014, an employee designated by the Employer to receive the Level 2 "C" Modifier will receive the amount of $656.00 monthly.

Effective July 1, 2015 An employee designated by the Employer to receive the Level 2 "C" Modifier will receive the amount of $671.00 monthly.

9.2.3 "Z" Modifier

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

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

Effective July 1, 2013, an employee designated by the Employer to receive the "Z" Modifier will receive the amount of $210.00 monthly.

Effective July 1, 2014, an employee designated by the Employer to receive the "Z" Modifier will receive the amount of $214.00 monthly.

Effective July 1, 2015, an employee designated by the Employer to receive the "Z" Modifier will receive the amount of $219.00 monthly.

9.3 Overload for Instructors

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

Effective July 1, 2014	
Instructor Grid Placement	Hourly Rate
Pay Grid "H"	$104.00/ instructional classroom hour
Pay grid "G"	$104.00/ instructional classroom hour
Pay grid "F	$100.00/ instructional classroom hour
Pay grid "E"	$93.00 / instructional classroom hour
Pay grid "B", "C", or "D"	$89.00 / instructional classroom hour
Pay grid "A"	$78.00 / instructional classroom hour

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

9.4 Overtime for Non Instructional Faculty

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

9.5 Salary Schedules

9.5.1 The salary schedule outlined in Schedule "A", shall apply and remain effective July 1, 2014 and remain in effect until June 30, 2015.

The salary schedule outlined in Schedule "B", shall apply and remain effective July 1, 2015 and remain in effect until June 30, 2016.

10. PROFESSIONAL DEVELOPMENT

10.1 The College and the Faculty Association recognize the ongoing professional responsibility of individual members to keep themselves current in their various specializations and disciplines. The College shall provide opportunities and financing to enhance the members' efforts to keep current in their fields and in technological advances generic to the instructional process. With respect to Faculty Professional Development, the College guidelines, Faculty Professional Development, shall apply. (See College Guideline E.4.02).

11. RESOLUTION OF DIFFERENCES

11.1 Definition of Grievance

11.1.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or violation of the agreement by either party.

11.1.2 A complaint alleging sexual harassment, unjust treatment, discrimination, or unfair working conditions, may be presented as a grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Employee, the College, and all affected parties.

11.1.3A grievance concerning the dismissal or termination of employment or a grievance concerning a written reprimand of an Employee who is serving a probationary period may be subject to the Grievance Procedure except that the decision shall be final and binding at Level 2 on the member, the College, and all affected parties.

11.2 A grievance shall be settled in the following manner:

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

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

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

11.2.3 Level 2
If the grievance is not satisfactorily settled at Level 1, the Faculty Association, on behalf of the member, may submit the grievance to the President or his designee within fourteen (14) calendar days of the receipt of the reply at Level 1.

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

11.3 Proposal to Mediate

11.3.1 Either party, after the completion of Level 2, may suggest to the other that a grievance filed under the collective agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion

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

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

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

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

11.4 Grievance Arbitration Board

11.4.1 If the grievance is not satisfactorily settled at Level 2, the grievance may be referred by the Association to a Grievance Arbitration Board. The grievance must be referred within twenty one (21) calendar days of the reply at Level 2.

11.4.2 A Grievance Arbitration Board shall consist of one (1) member appointed by the Association and one (1) member appointed by the Board of Governors plus a chairperson, or if both parties mutually agree, a single arbitrator may be appointed.

11.4.3 The Association and the Employer shall each appoint representatives to a Grievance Arbitration Board. Upon the appointment of the two (2) representatives, they shall within fourteen (14) calendar days appoint a chairperson.

11.4.4 If the two (2) representatives fail to agree on a chairperson, either or both may request the Chair of the Labour Relations Board to appoint a chairperson.

11.4.5 The Grievance Arbitration Board shall hear the grievance and issue an award in writing and the award is final and binding upon the Employee, the College, and all affected parties.

11.4.6 The decision of the majority of the Grievance Arbitration Board is the award of the Grievance Arbitration Board. If there is no majority, the decision of the Chairperson shall be deemed to be the award.

11.4.7 Each party shall bear the cost/fees of its respective representative and the two (2) parties shall equally share the expenses of the Chairperson.

11.5 Time Limits

11.5.1 If the Employee fails to process the grievance within the time limits specified, the grievance shall be deemed to have been abandoned.

11.5.2 If the Employer fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.

11.5.3 The time limits may be extended by mutual agreement in writing.

11.6 Variance from Grievance Procedure

Grievances arising from demotion, suspension or dismissal may be initially heard at Level 2. A policy grievance by either party shall commence at Level 2.

11.7 Association Grievance

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

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

11.8 Employer Grievance

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

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

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

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

12. NEGOTIATION PROCEDURES

12.1 When either the Faculty Association or the Employer wishes to commence collective bargaining for the revision or renewal of this contract, such party shall give written notice of its intention to the other party not earlier than one hundred eighty (180) calendar days and not later than sixty (60) calendar days prior to the end of the contract as per Article 14.1.

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

Within thirty (30) calendar days after exchanging the above noted submissions, the parties agree to commence bargaining.

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

If the Faculty Association and the College Board or their representatives are unable to agree upon the terms of a new collective contract after one hundred fifty (150) days from the initial written notice of intention to commence collective bargaining, either party may at any time thereafter, advise the other party of its desire to go to arbitration.

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

If within the required time:

a) the recipient of a notice fails to appoint a person as a member of an Arbitration; or
b) the two (2) appointees fail to agree on a Chairperson of the Arbitration Board, either or both parties may request the Chair of the Labour Relations Board to appoint a person as a member and/or the Chairperson as the case may be.

12.4 The Arbitration Board shall hear and determine the differences and shall issue an award in writing and the award is final and binding upon member, the College, and all affected parties. If there is no majority the decision of the Chairperson shall be deemed to be the award.

12.5 Each party shall bear the costs/fees of its respective appointee to the Arbitration Board and the two (2) parties shall equally bear the expenses of the Chairperson.

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

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

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

Where a settlement has been reached and ratified by the Parties, 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); and
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.

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

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

13. COPYRIGHT

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

14. PROTECTIVE CLOTHING

14.1 Protective clothing and safety equipment shall be provided in Accordance with the Occupational Health and Safety Act.

14.2 Where the Employer determines that safety footwear should be provided, the Employer shall pay to each such eligible Employee upon production of receipt of such footwear up to a maximum of one hundred and twenty dollars ($120.00) once every two years.

14.3 Where the Employer determines that prescription safety eyewear is necessary, the Employer shall pay to each such eligible Employee upon production of receipt the cost of such prescription safety eyewear up to a maximum of three hundred dollars ($300.00) once every two years.

15. TERM OF AGREEMENT

15.1 This Agreement shall be effective from the date of signing by the Parties until June 30, 2016 and shall remain in effect thereafter until a replacement agreement is established.

Letter of Understanding
Non Instructional Annual Vacation Leave

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

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

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

Dated this 27 **day of** July **, 2015.**

Witness

Chair, Board of Governors

Witness

President, Faculty Association

LETTER OF UNDERSTANDING
Employment Insurance Reduction

EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

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

Dated this 27 **day of** July **, 2015.**

Witness

Witness

Chair, Board of Governors

President, Faculty Association

SCHEDULE A
JULY 1, 2014
(36.25 Hours/Week)

(1892 Hours/Year)

2% Increase

	A	B	C	D	E	F	G	H
1	47,688	54,216	54,396	54,480	56,868	60,024	64,536	67,992
	3,974	4,518	4,533	4,540	4,739	5,002	5,378	5,666
	25.21	28.66	28.75	28.79	30.06	31.73	34.11	35.94
2	50,172	56,964	57,156	57,288	60,024	63,480	67,992	71,436
	4,181	4,747	4,763	4,774	5,002	5,290	5,666	5,953
	26.52	30.11	30.21	30.28	31.73	33.55	35.94	37.76
3	52,560	59,736	59,964	60,216	63,204	66,672	71,172	74,628
	4,380	4,978	4,997	5,018	5,267	5,556	5,931	6,219
	27.78	31.57	31.69	31.83	33.41	35.24	37.62	39.44
4	55,140	62,328	62,736	63,108	66,312	70,140	74,652	78,096
	4,595	5,194	5,228	5,259	5,526	5,845	6,221	6,508
	29.14	32.94	33.16	33.36	35.05	37.07	39.46	41.28
5	57,612	65,040	65,556	66,048	69,432	73,488	78,000	81,456
	4,801	5,420	5,463	5,504	5,786	6,124	6,500	6,788
	30.45	34.38	34.65	34.91	36.70	38.84	41.23	43.05
6	60,132	67,728	68,316	68,916	72,636	76,848	81,360	84,804
	5,011	5,644	5,693	5,743	6,053	6,404	6,780	7,067
	31.78	35.80	36.11	36.42	38.39	40.62	43.00	44.82
7	62,592	70,344	71,088	71,784	75,720	80,232	84,744	88,188
	5,216	5,862	5,924	5,982	6,310	6,686	7,062	7,349
	33.08	37.18	37.57	37.94	40.02	42.41	44.79	46.61
8	65,112	73,104	73,908	74,688	78,960	83,604	88,116	91,560
	5,426	6,092	6,159	6,224	6,580	6,967	7,343	7,630
	34.41	38.64	39.06	39.48	41.73	44.19	46.57	48.39
9	67,668	75,708	76,632	77,568	82,032	86,868	91,368	94,824
	5,639	6,309	6,386	6,464	6,836	7,239	7,614	7,902
	35.77	40.01	40.50	41.00	43.36	45.91	48.29	50.12
10	70,200	78,276	79,392	80,424	85,176	90,216	94,728	98,184
	5,850	6,523	6,616	6,702	7,098	7,518	7,894	8,182
	37.10	41.37	41.96	42.51	45.02	47.68	50.07	51.89
11	72,636	81,012	82,176	83,220	88,104	93,396	97,908	101,364
	6,053	6,751	6,848	6,935	7,342	7,783	8,159	8,447
	38.39	42.82	43.43	43.99	46.57	49.36	51.75	53.58
12	74,628	83,232	84,432	85,512	90,516	95,964	100,476	103,932
	6,219	6,936	7,036	7,126	7,543	7,997	8,373	8,661
	39.44	43.99	44.63	45.20	47.84	50.72	53.11	54.93

SCHEDULE B
JULY 1, 2015
(36.25 Hours/Week)

(1892 Hours/Year)

2.25% Increase

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

Dated this 27 **day of** July, **2015.**

Witness

Witness

Witness

Chair, Board of Governors

President, Faculty Association

For the Faculty Association