

COLLECTIVE AGREEMENT
between
THE LETHBRIDGE COLLEGE
BOARD OF GOVERNORS
and
THE LETHBRIDGE COLLEGE
FACULTY ASSOCIATION

JULY 1, 2013 - JUNE 30, 2016

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1 DEFINITIONS

The following words and phrases where they may appear within the Collective Agreement shall have the meanings hereinafter stated:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 "**Position**" means the collection of specific duties and tasks assigned to a Faculty Member (Employee).
- 1.3 "**Employee**", "Staff Member" or "Faculty Member" is an individual employed by the College in an academic Position designated by the Board in one of the following classifications:
 - 1.3.1 "**Continuing Full Time Employee**" is a full time Employee in a continuing Position and has completed the two (2) year probationary period;
 - 1.3.2 "**Continuing Part Time Employee**" is a part time Employee in a continuing Position working between fifty (50) to ninety (90) percent of a full time instructional load and has completed the two (2) year probationary period. Each Continuing Part Time employee will be advised prior to July 1 each year of any change in the percentage for that academic year;
 - 1.3.3 "**Term Certain Employee**" is a full time or part time Employee contracted for a specified term;
 - 1.3.4 "**Probationary Employee**" is a full time or part time Employee in a continuing Position that has not completed probation;
 - 1.3.5 "**Casual Employee**" is a part time Employee in a non-continuing position paid on an hourly basis, and who works fifty (50) percent or less, of a full time instructional load, as per 1.3.1;
 - 1.3.5.1 By mutual agreement between the Board and the LCFA, a Casual Employee may be granted a workload beyond fifty (50) percent;
 - 1.3.5.2 Subject to **Article 6 "Termination or Redundancy of Faculty Member"**, a Position and/or an Employee may be reclassified between Casual and Term Certain, during an academic year.
- 1.4 "**Administrator**" for each academic Program Cluster shall mean one of:
 - 1.4.1 appropriate Vice-President; or
 - 1.4.2 Dean; or
 - 1.4.3 another academic person (not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association.
- 1.5 "**Board**" shall mean the Board of Governors of Lethbridge College or its designee;

- 1.6 **"Collective Agreement"** shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Article 20 of this Agreement;
- 1.7 **"College"** shall mean the Lethbridge College and, where the context requires, the Board of Governors of the Lethbridge College;
- 1.8 **"Faculty Association"** or **"LCFA"** shall mean the Faculty association as established or continued under Section 85 of the Post-Secondary Learning Act;
- 1.9 **"Instructional Term"** means a period of time in which a major unit of instruction is delivered. The College Academic Year is divided in terms whose normal lengths are:
- | | |
|-------------|----------------------------|
| Summer Term | July through August |
| Fall Term | September through December |
| Winter Term | January through April |
| Spring Term | May through June |
- 1.10 **"Program Cluster"** is defined as an academic unit consisting of a group of academic programs or services under the direction of an Administrator;
- 1.11 **"Working Day"** shall mean any day on which the College is open to the public except for Saturdays, Sundays or general holidays listed in Section 16.6 "General Holidays".

2 TERM AND GENERAL CONDITIONS

- 2.1 This Agreement shall remain in force for a period of three (3) years, from July 1, 2013 to June 30, 2016, and thereafter until a new Agreement is reached between the parties hereto, or until amendments are made by the parties by mutual agreement, or until a compulsory arbitration board has rendered an award and a new Agreement has been executed pursuant to such award.
- 2.2 This Collective Agreement shall be applied to all Academic Employees and shall supersede any previous agreement or Board policy affecting conditions of employment. Where there is a conflict between the provisions of this Collective Agreement and Board policy, the Agreement shall govern. The term Faculty Member or Employee shall include counselors and Learning Assistant Specialists except where otherwise provided.
- 2.3 Any policies proposed by the Board during the life of this Collective Agreement which alter the conditions of employment agreed to herein shall be referred to the Lethbridge College Faculty Association. Such proposed policies will be implemented only when agreed to by both parties.
- 2.4 The headings are to be included as part of the Agreement.

2.5 DISCLOSURE OF PERSONAL INFORMATION (F.O.I.P.P.)

- 2.5.1** Access to information subject to the Freedom of Information and Protection of Privacy Act, the President of the College agrees to allow electronic or hard-copy access to only the personal information of Faculty Members contained in the college's management information system that is necessary for the purposes of carrying out the functions of the LCFA. The information provided to the LCFA by the College will consist of the following information regarding each Faculty Member:
- 2.5.1.1** first and last name,
 - 2.5.1.2** mailing address,
 - 2.5.1.3** classification,
 - 2.5.1.4** centre or program to which the Staff Member is assigned,
 - 2.5.1.5** salary grid placement,
 - 2.5.1.6** employment start and stop dates,
 - 2.5.1.7** home telephone number,
 - 2.5.1.8** email address.
- 2.5.2** The above information will be provided on an annual basis by the College to the LCFA during the month of July. Changes to personal information and information regarding new hires, reassignment, changes in workloads and terminations will be provided to the LCFA within ten (10) working days after the first calendar day of each month.
- 2.5.3** The College shall provide to the LCFA a copy of all letters of appointment for each Faculty Member and this information will be sent to the LCFA at the same time it is issued to the Faculty Member.
- 2.5.4** The LCFA will use the information obtained from the College only for the following purposes:
- 2.5.4.1** managing and administering the Association's programs and activities;
 - 2.5.4.2** sharing aggregated personal information with Alberta Colleges Institutes Faculty Association (ACIFA).
- 2.5.5 Protection of Personal Information**
- 2.5.5.1** Disclosure of personal information obtained from the College will only take place when individual consent has been obtained in writing.
 - 2.5.5.2** The LCFA will protect personal information from unauthorized access, use, or disclosure by the staff, agents or contractors under the direct control of The LCFA.
 - 2.5.5.3** The LCFA will maintain personal information obtained through this section in a secure manner.
 - 2.5.5.4** The LCFA will furnish the College President promptly with full details of any unauthorized access, use or disclosure of the personal information to the extent known, and take all reasonable care to prevent a recurrence.

2.5.5.5 Prior to disposal of any media containing personal information, the LCFA will ensure that such information contained thereon has been erased or destroyed and that a record of all disposal is kept.

2.5.6 Security of Access - Access to the personal information obtained through this section will be provided where possible through electronic means using equipment and systems approved by the College President. The College President reserves the right to update, change or modify any technology that is used for the recording, storage and transmission of personal information, so long as this change is compatible with technology available at the LCFA.

3 FACULTY ASSOCIATION MEMBERSHIP AND RECOGNITION

3.1 The Board recognizes the Faculty Association as the exclusive bargaining agent of all Faculty Members. The Board shall not enter into an individual agreement with a Faculty Members that is in conflict with the terms and conditions of this Collective Agreement.

3.2 An Employee designated as a Faculty Member by the Board shall automatically become a member of the LCFA. The provisions of this Agreement shall apply as set out in Article 7 "Application of Agreement."

3.3 The Board shall notify the LCFA in writing, and provide an opportunity for consultation, prior to developing or changing policies that affect the designation of an individual or group of individuals as Faculty Members.

3.4 The College will deduct the monthly association dues on behalf of the LCFA as determined by its membership and remit this amount to the LCFA's delegate with an accompanying name schedule.

3.5 TIME OFF FOR ASSOCIATION BUSINESS

3.5.1 Subject to sub-section 3.5.3, the College will provide full or partial workload reductions totaling not more than two (2) instructor-years and make appropriate scheduling accommodations so that Staff Members designated by the Association may conduct Association business in roles such as the following:

3.5.1.1 member or chair of the Faculty Association negotiating team;

3.5.1.2 such other roles as may be mutually agreed.

3.5.2 For time off under this sub-section for the President of the Association, the corresponding portion of that Staff Member's salary shall be charged to and paid by the Association, the College and the Staff Member's centre in equal shares. For time off under this subsection for all others, the Association shall reimburse the College for the corresponding portion of the Staff Member's salary. Workload adjustments under this subsection will normally be for integral multiples of one (1) instructional term or one (1) apprenticeship intake.

- 3.5.3** Such time off will be approved and scheduling accommodations will be made provided that the Staff Member has consulted in advance with the Staff Member's Administrator, and that instructional activities not be unduly disrupted. Any single Staff Member may be limited to half ($\frac{1}{2}$) release time in any academic year.
- 3.5.4** The President of the Faculty Association shall advise the President of the College, in writing, of the names of those specific Staff Members who represent the Association for the purpose specified in Section 3.5.

4 SELECTION OF FACULTY

4.1 THE SELECTION COMMITTEE

4.1.1 MANDATE

- 4.1.1.1** The Selection Committee (Committee) operates in an advisory capacity only to the Administrator responsible for the hiring. The Committee shall interview, and recommend the candidate who is best qualified for a position or may recommend that none of the candidates are qualified or suitable for the position.
- 4.1.1.2** The Committee may be asked for input regarding academic qualifications, experience and the initial placement on the salary grid as per Article 12.
- 4.1.1.3** The Committee may also review other prior service of the applicant and may recommend a reduction of the probationary period when recommending continuing faculty.

4.1.2 COMPOSITION OF THE SELECTION COMMITTEE FOR HIRING CONTINUING FACULTY

- 4.1.2.1** Each selection Committee shall consist of at least 4 persons:
- 4.1.2.1.1** The Administrator responsible for the recommended Faculty Member being employed or an alternate Administrator designated by the Administrator responsible,
 - 4.1.2.1.2** The most senior Administrator in Human Resources or designee,
 - 4.1.2.1.3** The Chair or other Faculty Member responsible for coordination of the program or academic area within which the recommended Faculty member is to be employed.
 - 4.1.2.1.4** A Faculty member, normally continuing, with appointment to the program in which the proposed Faculty member will be employed, and who normally has subject matter expertise as named by the Administrator.
- 4.1.2.2** The College may add to the selection committee any of the following persons when appropriate and relevant:
- 4.1.2.2.1** Another Administrator (or their designee) dealing with positions under his range of authority,

4.1.2.2.2 A member of the relevant Industry or Advisory Committee

4.1.2.2.3 One (1) or two (2) student representatives

4.1.3 COMPOSITION OF THE SELECTION COMMITTEE FOR HIRING TERM-CERTAIN AND CASUAL FACULTY

4.1.3.1 The Administrator responsible for supervision of the Faculty Member or an alternate Administrator designated by the Administrator responsible.

4.1.3.2 The most senior Administrator in Human Resources or designee

4.1.3.3 The Chair or another Faculty Member responsible for coordination of the program or academic area within which the recommended Faculty Member is to be employed.

4.1.3.4 The College may add to the selection committee any additional faculty, usually continuing, with appointment in the program.

4.2 SALARY BEYOND NORMAL PLACEMENT

4.2.1 The Selection Committee may recommend salary in excess of the prevailing scale in view of recruitment considerations or other reasons it deems suitable. The College reserves the right to pay salary in excess of the prevailing scale.

4.2.2 Salary paid in excess of scale will be limited by the provisions below:

4.2.2.1 Where a Faculty member is paid at a rate within his appropriate pay category, but at a rate beyond the normal placement, he will be eligible for annual increments in the usual manner. However, the salary will not progress beyond the uppermost salary rate of that pay category.

4.2.2.2 Where a Faculty member is paid at a rate of pay which exceeds the uppermost salary rate of his appropriate pay category, this rate will remain in effect for only the time specified by the College.

4.3 INITIAL APPOINTMENT: PROBATIONARY PERIOD FOR CONTINUING FACULTY

4.3.1 The Administrator responsible for the hiring will consider the recommendation of the Selection Committee for initial appointment.

4.3.2 Initial appointment shall be for a probationary period of two (2) years from date of employment in a continuing position unless otherwise reduced by the Selections committee as per 4.1.1.3.

- 4.3.3** Human Resources shall provide each successful applicant with a copy of the Collective Agreement in hard copy or access to an electronic copy. This information will be included with the offer of employment. The offer of employment will direct the successful applicant's attention to the section of the Collective Agreement that describes the evaluation of training and experience as per Article 12.
- 4.3.4** Where a Probationary Employee's employment is interrupted for a period of one (1) month or longer because of sick leave, parental leave, or any other approved leave of absence, the probationary period shall be extended by the equivalent number of assignable days as are missed during such periods of absence.

4.4 CONTINUING APPOINTMENT

- 4.4.1** A Faculty member who has not been given or received notice under Article 6, "Termination or Redundancy of Faculty members" will be granted continuing appointment on the completion of the probationary period.
- 4.4.2** Where a Faculty member is appointed to a continuing Position, the full time equivalency of his prior service shall be recognized as service in the continuing Position for the purposes of this Section, for Section 6.3, "Redundancy of a Continuing Employee", and for Section 17.0, "Faculty Development and Educational Assistance."
- 4.4.3** All Continuing Full Time and Continuing Part Time Faculty members appointed shall be subject to the requirements outlined under Section 17.11, "Instructional Certification Program," of this Agreement.

4.5 REVIEW OF SALARY GRID PLACEMENT

- 4.5.1** The Selection Committee that made the recommendation to hire will be reconvened if the Faculty Member requests a review of the salary grid placement.
- 4.5.2** The Faculty Member must submit a written request for a review within three (3) months from the date at which the faculty member receives their appointment letter. In default of this timeline, the salary placement is not reviewable.
- 4.5.3** As a result of this review, the Selection Committee may recommend a salary grid adjustment to the VP Academic.
- 4.5.4** The Selection Committee recommendation to the VP Academic shall not be subject to grievance under Article 8 "Grievance Procedure."

5 CONVERSION TO CONTINUING FULL TIME STATUS:

- 5.1** The following guidelines will be used to determine when it is appropriate to convert a Continuing Part Time Position to a Continuing Full Time Position. Each Centre will review their current continuing part time positions based upon the following criteria:
- 5.1.1** The subject area is core to their needs
 - 5.1.2** The full time Position is not created based upon the incumbent's skills set
 - 5.1.3** The position requirements including the educational qualifications and/or experiential needs are consistent with the program area
 - 5.1.4** There has been a ninety (90) percent workload on the above basis for at least three years.
 - 5.1.5** There is reasonable belief that there will be an ongoing full workload for the foreseeable future
- 5.2** Upon conversion of the Part-time Continuing Position to Full-Time Continuing Position, the incumbent, if any, will be appointed to the newly converted position subject to satisfactory past performance, and meeting the required qualifications of the Position. The incumbent will not be subject to the probationary requirement.
- 5.3** Each Centre will submit recommendations for conversion of any Part-time Continuing Position to Full-Time Continuing Position within the annual budget.

6 TERMINATION OF EMPLOYMENT

- 6.1 TERMINATE THE EMPLOYMENT OF PROBATIONARY, TERM CERTAIN OR CASUAL EMPLOYEES**
- These categories of Faculty Members may terminate employment by:
- 6.1.1** mutual agreement in writing between the Faculty Member and the Board;
or
 - 6.1.2** written notice from the Staff Member to the Board, providing that such notice is effective not earlier than thirty (30) days from the date of notice and not before the end of the current instructional term;
 - 6.1.3** the Board may terminate the employment of a Faculty Member covered by Section 6.1 at any time after serving notice to the Faculty Member and Faculty Association. A Faculty Member covered by Section 6.1 may be relieved of some or all of his duties prior to the Board serving notice of termination;
 - 6.1.4** a decision of the Board to terminate the employment of a Faculty Member covered in Section 6.1 is inarbitrable.

6.2 TERMINATE THE EMPLOYMENT OF A CONTINUING FULL TIME OR CONTINUING PART TIME EMPLOYEE

The employment of a Continuing Full Time or Continuing Part Time Employee shall continue in force until terminated by one of the following events:

- 6.2.1 notice of not less than ninety (90) calendar days given by a Faculty Member (the effective date of such notice shall not fall within any instructional term). Whenever possible, faculty shall submit notice of retirement/resignation by December 31st or June 30th.
- 6.2.2 the mutual agreement of the Faculty Member and the Board;
- 6.2.3 resulting from the provisions outlined under Section 6.3, "Redundancy of a Continuing Full Time or Continuing Part Time Academic Position";
- 6.2.4 resulting from action following Article 9, "Discipline."

6.3 REDUNDANCY OF A CONTINUING FULL TIME OR CONTINUING PART TIME ACADEMIC POSITION

- 6.3.1 Where redundancy is determined in a program cluster having more than one (1) continuing Position, the following considerations will be taken into account:
 - 6.3.1.1 the ability, qualifications and experience of the incumbents to these Positions within the Program Cluster as related to the work which remains to be done;
 - 6.3.1.2 the evaluation of incumbent's Performance Appraisal Summaries which have accumulated over the years;
 - 6.3.1.3 the incumbent having the least amount of seniority shall be considered redundant providing other things are relatively equal in regard to considerations of sub-sections 6.3.1.1 through 6.3.1.2;
 - 6.3.1.4 a more senior Faculty member may volunteer to be declared redundant in the place of the less senior incumbent who would otherwise be declared redundant. If the College approves, that more senior Faculty member will be declared redundant and will receive the special compensation payment under sub-section 6.3.4.1 which the less senior incumbent would otherwise receive.
- 6.3.2 When a Continuing Full Time Academic Employee is determined to be redundant by the Administrator to whom the Employee reports, the Vice-President Academic, if in agreement, shall send a written recommendation, with reasons, to the College President declaring the Faculty Member redundant. In making a recommendation to the College President, the Vice-President Academic shall consider opportunities across the institution for the retention and/or reassignment of the Faculty Member. A copy of this recommendation will be forwarded to the President of the Faculty Association.

- 6.3.3** If the College President finds the Position to be redundant, the College President shall recommend the redundancy to the Board, whose decision will be final.
- 6.3.4** If the Board finds the Academic Position to be redundant, the Board shall give the incumbent ninety (90) days written notice of termination of employment.
- 6.3.4.1** A Faculty Member terminated in this fashion whose salary is funded under the base budget of the College shall receive a special compensation payment equal to one (1) month's salary for each year of continuous service as a Faculty Member, to a maximum of one (1) year's salary and a minimum of three (3) months' salary.
- 6.3.4.2** Where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed, then the provisions of sub-section 6.3.4.1 shall not apply and the Faculty Member shall be entitled to a special compensation payment equal to:
- 6.3.4.2.1** one (1) month's salary for each year of continuous service as a Faculty Member to a maximum of \$12,000; or
- 6.3.4.2.2** three (3) months' salary, whichever is greater, except where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed the provisions of sub-section 6.3.4.1 shall apply, provided the Faculty Member has completed five (5) years of continuous service.
- 6.3.5** The College shall provide the Association a list which shall set out, effective July 1 each year, which Positions are, in the opinion of the Board, subject to the special project or ad hoc funding for the purpose of sub-section 6.3.4.2.
- 6.3.6** An individual declared redundant under sub-section 6.3.3 shall be recalled to any vacant Position or offered any available work for which the individual has the ability, experience and qualification to perform the required duties. This right of recall shall exist for a twelve (12) month period from the effective date of redundancy.
- 6.3.7** An individual who has received a special compensation payment under the provisions of sub-section 6.3.4.1 or 6.3.4.2 above and subsequently is reappointed to a Continuing Position shall reimburse to the College an amount equal to the amount of the special compensation payment received, less the amount he would have received as salary during the period between termination and rehire.
- 6.3.8** Where a Faculty Member has reimbursed the College any monies under this Section, he shall be credited with continuous service from his original date of hire for the purposes of sub-section 6.3.4.

- 6.3.9** In declaring redundancy within a given Program Cluster, the following shall be the sequence for terminating Employees by Position: Casual, Term Certain, Probationary Continuing Part Time, Probationary Continuing Full Time, Continuing Part Time and Continuing Full Time. The redundancy is subject to the condition that the Staff Member(s) who are retained are qualified and capable of fulfilling the duties remaining.
- 6.3.10** The Employee declared redundant shall endeavour to obtain an alternate Position in another program cluster through consultation with the College and by applying for available vacancies.

7 APPLICATION OF AGREEMENT

All sections of the collective agreement apply to all Faculty Members except for the exclusions noted below and/or where otherwise indicated.

	Does not apply to Part-Time Continuing	Does not apply to Term Certain	Does not apply to Casual
Section 6.2 "Termination of Continuing Full Time or Continuing Part Time Employee"		X	X
Section 6.3 "Redundancy of a Continuing Employee"		X	X
Section 6.3.4.1 (severance)		X	X
Section 6.3.4.2 (special projects)	X	X	X
Section 6.3.5 (special project list)	X	X	X
Section 6.3.6 (recall)		X	X
Section 6.3.7 (repayment)	X	X	X
Section 6.3.8 (service credit)		X	X
Section 6.3.10 (alternate Position)		X	X
Section 14 "Academic Year"			X
Section 15 "Benefits"			X
Section 16 "Leave for Faculty Members"			X
Section 17 "Faculty Development and Educational Assistance"			
Section 17.4 (Sabbatical)		X	X
Section 17.5 (Work Experience)		X	X
Section 17.6 (Special Projects)		X	X
Section 17.8 (Individual PD)		X	X
Section 17.11 (ICP)		X	X
Section 17.13 (College courses)		X	X

8 GRIEVANCE PROCEDURE

8.1 GUIDELINES

8.1.1 The Board recognizes the Faculty Association as the official representative of any Faculty Member who asks for its assistance in processing a grievance as set forth in sub-section 8.1.2.

8.1.2 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement including any question as to whether the difference is arbitral.

8.2 TIME LIMITS

8.2.1 If the Grievor(s) fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.

8.2.2 If the recipient(s) of the grievance fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.

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

8.2.4 "Days", wherever referred to in this section, shall mean working days.

8.3 SETTLEMENT OF DIFFERENCES - A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. If applicable, the grievor(s) shall meet with the appropriate Administrator. In the event this process does not resolve the issue, the following grievance procedure shall apply:

8.4 LEVEL I

8.4.1 The Level I Grievance Officer shall be the Vice-President Academic and Chief Learning Officer, or designee.

8.4.2 The Faculty Association and a Faculty member or group of Faculty members, shall submit to the Vice-President Academic and Chief Learning Officer, a written statement of the grievance within thirty (30) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

8.4.3 The grievance must be signed by the Faculty member(s) and the Faculty Association representative and shall contain:

8.4.3.1 the summary of the circumstances giving rise to the grievance,

8.4.3.2 the provision(s) of the Agreement considered violated, and

8.4.3.3 the particulars of the remedy sought.

8.4.4 The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources, or designee within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5 LEVEL II

8.5.1 The Level II Grievance Officer shall be the College President, or designee.

8.5.2 The Faculty Association, if not satisfied with the reply at Level I, shall within fifteen (15) days of receipt of that decision, submit the grievance in writing to the College President.

8.5.3 The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources, or designee, within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5.4 Under no circumstance will the designees for Level II be the same as for Level I for the same grievance.

8.6 LEVEL III: ARBITRATION

8.6.1 The notice of desire to submit the difference to arbitration must be filed within fifteen (15) days of receipt of the decision at Level II.

8.6.2 The notice shall contain a statement of the difference and notify the other party in writing of its desire to submit difference to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.

8.6.3 The recipient of the notice shall, within five (5) days of receipt of such notice, inform the other party of the name of its appointee to the Arbitration Board.

8.6.4 The two (2) appointees so selected shall, within fifteen (15) days of the second appointment, appoint a mutually acceptable third person who will serve as the Chairman.

8.6.5 If the two (2) appointees fail to agree upon a Chairman, the appointment shall be made by the Director of Mediation Services, Alberta Human Resources and Employment upon the application of either party upon three (3) clear days' notice to the other.

8.6.6 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:

8.6.6.1 request the attendance of any witness it deems necessary;

- 8.6.6.2 keep a record of the proceedings;
 - 8.6.6.3 request access to any documents or other materials relating to the dispute;
 - 8.6.6.4 correct any typographical error or omission in the Agreement or any previous award;
 - 8.6.6.5 make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- 8.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairman.
- 8.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
- 8.9 Where a Faculty member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty member and pay to him a sum equal to his salary loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- 8.10 MEDIATION OPTION PRIOR TO LEVEL III**
- 8.10.1 During the fifteen (15) day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- 8.10.2 The party to whom the notice is given has seven (7) days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
- 8.10.3 The two (2) parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Director of Mediation Services, Alberta Human Resources and Employment to appoint a Mediator.
- 8.10.4 Upon the appointment of a Mediator, the Director of Mediation Services shall notify the Board and the Faculty Association accordingly.
- 8.10.5 The parties agree to share equally the fees and expenses of the Mediator unless the parties and Mediator otherwise agree.
- 8.10.6 The Mediator shall, in such manner as he sees fit, without delay, enquire into the dispute and endeavor to resolve it by:
- 8.10.6.1 hearing representations from the parties;
 - 8.10.6.2 mediating between the parties;
 - 8.10.6.3 encouraging the parties to resolve the grievance.

- 8.10.7** The Mediator will provide the parties with a report outlining the basis of settlement. The Mediator's recommended settlement shall be without prejudice.
- 8.10.8** The mediation process shall conclude with one of the following options:
- 8.10.8.1** settlement of the grievance according to terms agreed by the parties during the mediation process; or
 - 8.10.8.2** a determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 8.10.9** If no settlement is reached at mediation, the fifteen (15) days to refer a grievance to Level III will commence from the date the mediation is concluded.

9 DISCIPLINE

- 9.1** No Faculty Member shall be disciplined except for just cause.
- 9.2** Disciplinary action consists of the issuance of a letter of reprimand clearly identified as disciplinary in nature, suspension, or dismissal.
- 9.3** Notice of disciplinary action shall be delivered in writing to the Faculty Member and shall state the reason or reasons for such disciplinary action. A copy of the notice, for information only, shall be provided to the Faculty Association.
- 9.4** A Faculty Member who has been subjected to disciplinary action, may after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action and if that action has not been taken it shall be deemed to have been purged provided that:
- (a) the Faculty Member's file does not contain any further record of disciplinary action during that thirty-six (36) month period,
 - (b) the disciplinary action is not the subject of an unresolved grievance,
 - (c) the disciplinary action did not result in suspension or dismissal.

10 EVALUATION AND DEVELOPMENT OF FACULTY MEMBERS

10.1 EVALUATION HAS TWO PURPOSES:

- 10.1.1** To give the Faculty Members feedback on their performance
- 10.1.2** To provide direction and support for Faculty professional development that will enhance the Members' capabilities

10.2 GENERAL PROVISIONS

- 10.2.1 On one working days' notice, a Faculty Member may be visited in the learning area by the Vice President Academic or Administrator. If the faculty member does not acknowledge receipt of the notice within one working day, the notice will be hand-delivered.
- 10.2.2 The Vice-President, or Administrator responsible for the supervision of the Faculty Member shall review the results of each evaluation with the individual in a timely manner.
- 10.2.3 If a development opportunity is identified during the evaluation process the Faculty Member shall be given opportunity to address it.
- 10.2.4 If a Faculty Member holds more than one classification, the evaluation process will be based on the highest classification of the Faculty Member.

10.3 PROCEDURES FOR CASUAL EMPLOYEES

- 10.3.1 The Faculty Member's performance will be monitored throughout each instructional term, with a written summary to be completed at least at the end of each instructional term. After three (3) years continuous service, evaluation will be completed annually.
- 10.3.2 The Program Chairs will conduct classroom observations and provide a summary of the casual Faculty Members performance in the program.

10.4 PROCEDURE FOR FACULTY MEMBERS ON PROBATION AND TERM CERTAIN EMPLOYEES WITH LESS THAN TWO YEARS OF SERVICE

- 10.4.1 The performance of each Faculty Member on probation and term certain with less than two years will be monitored throughout each instructional term with a written summary to be completed at least at the end of each instructional term.
- 10.4.2 The Instructor Performance Appraisal Summary, including the signature and comments of both the Administrator and the Faculty Member, shall be placed in the member's personnel file.
- 10.4.3 "The chair and/or Administrator will conduct classroom observations. The Administrator will provide a summary of performance in the program for probationary Faculty Members and Term Certain with less than two years performance in the program.
- 10.4.4 Term-Certain Faculty Members whose appointment extends beyond two academic years or longer may participate in the Peer Observation and Feedback process.

10.5 PROCEDURE FOR CONTINUING FULL TIME AND CONTINUING PART TIME EMPLOYEES

- 10.5.1 Each Continuing Full Time and Continuing Part Time Employee will be evaluated at least every third (3rd) year by peer evaluation under Article 10.6. The Administrator at his option may conduct an evaluation.

- 10.5.2** The Administrator may conduct a classroom observation of any courses being offered by the faculty member in the evaluation year.

10.6 PEER EVALUATION

- 10.6.1** The purpose of peer evaluation is to provide the participating Faculty Members with feedback from another Faculty Member or Members, on his performance and direction toward professional development activities, which may improve that performance.
- 10.6.2** Participation in the peer evaluation process is mandatory for Continuing Full-time, Continuing Part-time, and Term Certain Faculty Members over two years. Participation is considered open to all other faculty members on a voluntary basis, subject to the written approval of the Faculty Member's Administrator.
- 10.6.3** The Dean, as academic Administrator for a Centre, must approve instructor-generated goals for the evaluative period and the peer evaluator.
- 10.6.4** The Faculty Member will obtain an evaluation tool from the Centre for Teaching, Learning, and Innovation, or may submit an alternate evaluation tool for approval by the Administrator. The Peer Evaluation process will include learner input and observation of instruction and focus on improving or enriching specific aspects of instruction.
- 10.6.5** The Peer Evaluation Report will be submitted to the Administrator on or before the last day of the term in which the Faculty Member is being evaluated and will be included in the Instruction Performance Appraisal Summary.
- 10.6.6** The time commitment for peer evaluation is approximately 12 hours spread over one academic year.
- 10.6.7** "Peer" shall be broadly defined as any person who has expertise that can inform the Faculty Member's professional development and is consistent with the Faculty Peer Observation handbook.

11 PROFESSIONAL STANDARDS COMMITTEE

- 11.1** The membership of the Professional Standards Committee shall be as follows:
- 11.1.1** three (3) Faculty Members normally chosen from the ranks of the Full Time Faculty, appointed by Lethbridge College Faculty Association. A Faculty Member may not sit on the Professional Standards Committee if he is under consideration. He shall be replaced by an appointee of the executive of the Lethbridge College Faculty Association,
- 11.1.2** three (3) Administrators appointed by the College President,

- 11.1.3 the Chairman shall be one (1) of the three (3) Faculty Members. In the event of a tied vote, the chair shall have a second deciding vote.
- 11.2 **PROCEDURES OF THE PROFESSIONAL STANDARDS COMMITTEE:**
The Professional Standards Committee shall determine and make available its own procedure for sub-sections 11.3.1 to 11.3.5, "Functions."
- 11.3 **FUNCTIONS OF THE PROFESSIONAL STANDARDS COMMITTEE:**
The Professional Standards Committee shall:
- 11.3.1 recommend to the Board concerning implementation of restrictions referred to under Section 17.11 "Instructional Certification Program";
- 11.3.2 recommend on considerations in accordance with Section 12.5, "Additional Training";
- 11.3.3 recommend to the Board concerning the withholding of normal increments;
- 11.3.4 receive information on any written complaint with regard to the professional conduct or professional service of a Faculty Member, and may recommend action to the College President or the Board. A complaint may be referred to the Professional Standards Committee by the Faculty Member involved, the Board, the College President or the LCFA;
- 11.3.5 recommend to the Board appropriate action for any complaint in regard to the workload of the instructor if the Faculty Member, the Administrator and the College President cannot resolve the complaint.
- 11.4 Unless stated otherwise in this Agreement, this committee shall meet upon the written request of any Faculty Member, Board member, or Administrator within seven (7) days of receipt of such request, for the purposes set out in Section 11.3.

12 REMUNERATION FOR FACULTY MEMBERS

12.1 SALARY GRIDS: CONTINUING FULL TIME, CONTINUING PART TIME AND TERM CERTAIN EMPLOYEES

12.1.1 A Continuing Part Time and/or Term Certain Employee compensation is based upon their assigned workload up to a 100 percent pro-rated to the grids below.

12.1.2 The following are annual salary grids including vacation pay effective July 1, 2013:

2013-2014							
Level	A	B	C	D	E	F	G
1	48,787	51,653	54,725	59,090	63,828	66,613	69,398
2	51,113	54,033	57,151	61,592	66,378	69,158	71,941
3	53,434	56,411	59,576	64,095	68,922	71,705	74,486
4	55,761	58,792	62,003	66,600	71,469	74,250	77,034
5	58,084	61,173	64,430	69,102	74,016	76,795	79,576
6	60,410	63,552	66,857	71,603	76,562	79,339	82,120
7	62,734	65,933	69,283	74,109	79,108	81,885	84,664
8	65,059	68,312	71,709	76,609	81,653	84,432	87,208
9	67,382	70,692	74,137	79,114	84,199	86,976	89,752
10	69,707	73,071	76,563	81,616	86,746	89,522	92,299
11	72,033	75,451	78,989	84,118	89,291	92,068	94,843
12	74,356	77,830	81,416	86,623	91,839	94,614	97,386
13	76,678	80,208	83,843	89,127	94,387	97,161	99,930
14	79,002	82,587	86,270	91,631	96,938	99,706	102,472

12.1.3 The following are annual salary grids including vacation pay effective July 1, 2014:

2014							
Level	A	B	C	D	E	F	G
1	50,007	52,944	56,093	60,567	65,424	68,278	71,133
2	52,391	55,384	58,580	63,132	68,037	70,887	73,740
3	54,770	57,821	61,065	65,697	70,645	73,498	76,348
4	57,155	60,262	63,553	68,265	73,256	76,106	78,960
5	59,536	62,702	66,041	70,830	75,866	78,715	81,565
6	61,920	65,141	68,528	73,393	78,476	81,322	84,173
7	64,302	67,581	71,015	75,962	81,086	83,932	86,781
8	66,685	70,020	73,502	78,524	83,694	86,543	89,388
9	69,067	72,459	75,990	81,092	86,304	89,150	91,996
10	71,450	74,898	78,477	83,656	88,915	91,760	94,606
11	73,834	77,337	80,964	86,221	91,523	94,370	97,214
12	76,215	79,776	83,451	88,789	94,135	96,979	99,821
13	78,595	82,213	85,939	91,355	96,747	99,590	102,428
14	80,977	84,652	88,427	93,922	99,361	102,199	105,034

12.1.4 The following are annual salary grids including vacation pay effective July 1, 2015:

2015							
Level	A	B	C	D	E	F	G
1	51,257	54,268	57,495	62,081	67,059	69,985	72,911
2	53,701	56,768	60,044	64,710	69,738	72,659	75,583
3	56,139	59,267	62,592	67,340	72,411	75,335	78,257
4	58,584	61,768	65,142	69,972	75,087	78,009	80,934
5	61,025	64,270	67,692	72,600	77,763	80,683	83,605
6	63,468	66,769	70,242	75,228	80,438	83,356	86,277
7	65,910	69,271	72,790	77,861	83,113	86,030	88,950
8	68,353	71,770	75,339	80,487	85,787	88,706	91,623
9	70,793	74,271	77,890	83,119	88,462	91,379	94,296
10	73,236	76,770	80,439	85,748	91,138	94,054	96,972
11	75,680	79,271	82,988	88,376	93,811	96,729	99,644
12	78,120	81,770	85,538	91,008	96,488	99,404	102,316
13	80,560	84,269	88,088	93,639	99,165	102,080	104,989
14	83,001	86,768	90,637	96,270	101,845	104,754	107,660

12.2 SALARY GRIDS: CASUAL EMPLOYEES

12.2.1 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2013:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2013/14			
1	Minimum	67.10	80.04	89.89
2	After 3 terms	70.61	83.75	93.79
3	After 6 terms	74.09	87.46	97.69
4	After 9 terms	77.59	91.16	101.57
5	After 12 terms	81.06	94.89	105.44
6	After 15 terms	84.56	98.62	109.34

12.2.2 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2014:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2014/15			
1	Minimum	68.78	82.04	92.14
2	After 3 terms	72.38	85.84	96.13
3	After 6 terms	75.94	89.65	100.13
4	After 9 terms	79.53	93.44	104.11
5	After 12 terms	83.09	97.26	108.08
6	After 15 terms	86.67	101.09	112.07

12.2.3 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2015:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2015/16			
1	Minimum	70.50	84.09	94.44
2	After 3 terms	74.18	87.99	98.54
3	After 6 terms	77.84	91.89	102.64
4	After 9 terms	81.52	95.77	106.71
5	After 12 terms	85.16	99.69	110.78
6	After 15 terms	88.84	103.61	114.88

12.3 SALARY PLACEMENT:

12.3.1 All new Continuing, Probationary, Continuing Part Time and Term Certain Employees will be placed on the appropriate salary grid as per Section 12.1, based on their academic training and experience as determined by sub-sections 12.3.4, 12.3.5, 12.3.6, and 12.3.7 below.

12.3.2 All new Faculty Members instructing as a Casual Employee, will be placed on the appropriate salary grid as per Section 12.2, based on their academic training and experience as determined by sub-sections 12.3.5, 12.3.6 and 12.3.7 below and their initial placement will be at Level 1.

12.3.3 The Courses offered under the “Instructional Certification Program” will be recognized as post-secondary training.

12.3.4 Experience

12.3.4.1 Salary placement above Level 7 will not be acceptable, except under special circumstances. In such circumstances, the Selection and Evaluation Committee may recommend placement in excess of Level 7.

12.3.4.2 Recommendations concerning initial salary placement will take into consideration at least the following:

12.3.4.2.1 relevance and category of previous work experience;

12.3.4.2.2 length of professional experience where progression has occurred;

12.3.4.2.3 present salary category and employment market considerations.

12.3.5 Training - Academic Employees category definitions (non Trades).

12.3.5.1 Category A: two (2) year college and technical diploma; or equivalent two (2) years training.

- 12.3.5.2** Category B: three (3) year University degree; three (3) year College or technical diploma; or equivalent three (3) years training.
- 12.3.5.3** Category C: four (4) year University degree; or equivalent four (4) years training.
- 12.3.5.4** Category D: four (4) year University degree; or equivalent four (4) years training plus one (1) additional year of relevant university studies or its equivalent; five (5) years training, two (2) of which must be from a university.
- 12.3.5.5** Category E: earned Master degree; or four (4) year undergraduate degree plus two (2) years of graduate study; or two (2) undergraduate degrees plus one (1) year of graduate study.
- 12.3.5.6** Category F: two (2) earned Masters degrees.
- 12.3.5.7** Category G: earned Doctorate.
- 12.3.6** Training - Category definitions for Academic Employees instructing in Trades programs having a base workload of 649 hours.
 - 12.3.6.1** Category A: Journeyman certificate.
 - 12.3.6.2** Category B: Journeyman certificate plus one (1) additional year of training.
 - 12.3.6.3** Category C: Journeyman certificate plus two (2) additional years of training.
 - 12.3.6.4** Category D: Journeyman certificate plus three (3) additional years of training.
 - 12.3.6.5** Category E: Journeyman certificate plus four (4) additional years of training or an earned Master's degree.
 - 12.3.6.6** Category F: two (2) earned Masters degrees.
 - 12.3.6.7** Category G: earned Doctorate.
 - 12.3.6.8** Each additional Journeyman certificate will equal one (1) year of training.
- 12.3.7** Training – General Criteria
 - 12.3.7.1** All post-secondary training, diplomas, and degrees must be from institutions acceptable to the College.
 - 12.3.7.2** Training to be recognized must be in a discipline related to the staff member's duties.
 - 12.3.7.3** Where an instructor presents more than one program of preparation for Evaluation and the content of one overlaps the content of another, as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.

- 12.3.7.4** Accreditation by the Canadian Professional Associations may be accepted as equivalent to a specified category of training. The Selection and Evaluation Committee may make recommendations on equivalency issues and will consider membership in Professional Associations outside Canada where there is no similar Canadian Association.
- 12.3.7.5** Evaluation of Training is based on the following:
- 12.3.7.5.1** one Year Graduate Study - 4 full courses per year 24 semester hours per year 36 quarter hours per year;
 - 12.3.7.5.2** one Year Undergraduate Study - 5 full courses per year 30 semester hours per year 45 quarter hours per year;
 - 12.3.7.5.3** one Full Academic Year at a College or Technical institute = 1 year of training
 - 12.3.7.5.4** Where none of the above apply one year of study = 400 classroom contact hours;
- 12.3.7.6** Short Courses – Courses Meeting Criteria Below Will be Considered
- 12.3.7.6.1** Short courses can be accumulated for salary purposes to a maximum of one year (i.e. courses which are not part of a recognized degree, diploma or certificate program).
 - 12.3.7.6.2** Short courses may not be accumulated or credited for salary purposes after category (C) has been reached. On initial appointment, University, College and similar course work will be credited first, and short courses will then be considered, if the placement is below Category (C).
 - 12.3.7.6.3** Short courses of at least 3 full instructional days or 21 instructional hours will be considered for salary purposes, but not necessarily accepted.
 - 12.3.7.6.4** Any short courses to be accepted for evaluation must have supporting documentation i.e., transcript, completion certificate, attendance statement hours, etc;
 - 12.3.7.6.5** Short courses to be considered must have been offered by an acceptable educational, teaching, trade, or professional organization;
 - 12.3.7.6.6** Short course must be directly related to the nature of the individual's instructional role, and the content must be currently applicable and up-to-date. Short courses taken more than 5 years prior, will not qualify;
 - 12.3.7.6.7** Short courses successfully completed under The College instructional Training Program will be-evaluated for salary purposes on the same basis as University courses;
 - 12.3.7.6.8** Only short courses which are at an advanced category

relative to previous training and which provide the instructor with knowledge or skills which represent training progression will be considered.

12.4 INCREMENT

- 12.4.1** All Continuing, Probationary and Continuing Part Time and Term Certain Employees will receive one (1) vertical merit increment on the grid, if eligible, each July 1 until the maximum vertical placement for their training category is reached.
- 12.4.2** All Continuing Full Time, Probationary, Continuing Part Time and Term Certain Employees who have completed 32 weeks of the 38 weeks referred to in Article 14, "Academic Year," or in the case of counselors and Learning Assistant Specialists, 37 of the 43 weeks, will be eligible for consideration for the annual performance increment.
- 12.4.3** Casual Employees who have taught at the College for three (3) consecutive or non-consecutive terms, shall, after the completion of the third (3rd) term, receive one (1) vertical increment, until the maximum vertical placement for their training category is reached. All experience at the College, whether Continuing Full Time or Continuing Part Time, Term Certain or Casual, will be recognized for casual increments.
- 12.4.4** Absences due to unusual circumstances will be considered on their merits by the Professional Standards Committee.
- 12.4.5** The accumulation of terms required to move a Faculty Member's placement on the Casual salary grid beyond Level 3 will not begin until July 1, 2001.

12.5 ADDITIONAL TRAINING - Additional training obtained after initial placement shall earn for the Faculty Member transfer to the appropriate higher category at the same level of the grid, effective from the date of presentation by the Faculty Member of acceptable proof of such training and subject to confirmation by the Human Resources Office. Such adjustments will be made to the normal monthly salary payments and will not be determined under Section 12.6, "Salary Adjustments." The additional qualification must be gained at a recognized institution and must be in a discipline related to the duties of the Faculty Member as determined by the Human Resources Office. Where a Faculty Member disputes a determination by the Human Resources Office, they may appeal to the Selection and Evaluation Committee.

12.6 SALARY ADJUSTMENTS FOR PROBATIONARY, CONTINUING FULL TIME, TERM CERTAIN AND CONTINUING PART TIME EMPLOYEES

- 12.6.1** Sub-sections 12.6.2, 12.6.3, 12.6.4, and 12.6.5 apply only to Continuing Part Time, Probationary, Term Certain, and Continuing Full Time Employees.

12.6.2 In view of the provision under Section 12.1, "Salary Grids" which spreads salary payment over the full twelve (12) months of the contract year, salary actually paid and salary earned are in balance only at the end of each contract year. Therefore, the salary calculations outlined in this section shall be used to determine any salary over payment, underpayment, or new category of payment.

12.6.3 When the Faculty Member will not complete the required weeks of assignable service specified in Article 14, "Academic Year" Sections 14.1 and 14.2, by virtue of:

12.6.3.1 termination;

12.6.3.2 leave of absence without pay;

12.6.3.3 assisted leave on reduced pay;

12.6.3.4 or for any other reason except under Section 16.1, "Sick Leave."

12.6.4 The following calculations will be used to determine the amount which is owing to the Faculty Member or to the College:

12.6.4.1 In respect of Faculty Members required to provide 38 weeks of assigned service.

$$\frac{ASxNDC}{38x5} - AP$$

Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP= amount already paid during the current contract year.

12.6.4.2 In respect of Faculty Members required to provide 43 weeks of assigned service.

$$\frac{ASxNDC}{43x5} - AP$$

Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP= amount already paid during the current contract year.

12.6.5 Any payment calculated to be owing to the Faculty Member pursuant to the provisions of this clause shall be paid forthwith upon termination, or upon the next normal pay period. Any sum found to be overpaid to the Faculty Member shall be offset from any funds then currently owing to the Faculty Member, and any deficiency thereafter owing shall constitute a just debt due and owing by the Faculty Member to the College.

12.6.6 When a Faculty Member commences employment or returns to work part way through the contract year and is not scheduled to complete the required number of assignable weeks of service as specified in Article 14, "Academic Year", Sections 14.1 and 14.2, the amount to be paid to the Faculty Member for the balance of the contract year will be determined as follows:

12.6.6.1 In respect of a Faculty Member required to provide 38 weeks of assigned service.

$$\frac{ASxNDC}{38x5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

- 12.6.6.2** In respect of a Faculty Member required to provide 43 weeks of assigned service.

$$\frac{AS \times NDC}{43 \times 5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

12.7 CALCULATION OF EXTRA REMUNERATION FOR FACULTY MEMBERS

- 12.7.1** A Faculty Member required to have assignable work beyond 38 weeks will be paid on a daily rate calculated as follows:

$$\frac{AS}{\text{yearly workload hours}} \times \text{hours taught}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the Faculty Member.

Where AS = annual salary and yearly workload hours = 576, 649 or 700 as applicable.

- 12.7.2** Counselors and Learning Assistant Specialists required to have assignable work beyond 43 weeks will be paid on a daily rate calculated as follows:

$$\frac{AS \times NDC}{43 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the counselor or Learning Assistant Specialist.

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays.

- 12.7.3** Notwithstanding sub-section 12.7.1, any full time continuing, part time continuing or term certain faculty member may perform additional work, either during or after the 38 weeks of assignable time, on a casual contract basis and be paid under Section 12.2. For full time continuing faculty, this applies to any additional work. For part time continuing faculty this applies to any work in addition to the percentage of full time specified before July 1 for that academic year.

12.8 REMUNERATION FOR CHAIRS

- 12.8.1** Those Faculty Members designated as Chairs will be given release time from their otherwise normal instructional load, and/or stipends which are considered commensurate with the administrative assignment. The release time will not normally exceed fifty (50) percent of a full workload.

- 12.8.2** The above stipends and/or release time for Chairs shall be determined by the appropriate Administrator, in consultation with the appropriate program(s) faculty, prior to the competition and/or appointment.

13 WORKLOAD

- 13.1** The Administrator in consultation with all Faculty Members in a specific program shall be responsible for the assignment of the workload within the program. Sections 13.3, 13.4 and 13.5 will not apply to counselors or Learning Assistant Specialists.
- 13.2** The Administrator of the program in assigning individual workloads shall ensure that the overall average of his Faculty Members' instructional workload is 576 hours in the academic year, with the exception of Trades which shall be 649 hours in the academic year, and with the exception of Faculty Members whose primary responsibility is clinical supervision in the Nursing Program which shall be 700 hours in the academic year.
- 13.3** Assignable work will include instructional workload as described in Sections 13.1 and 13.2 above, teaching preparation, program and course development, special projects, college committees and other related activities which are assumed as professional responsibilities by the Faculty Member or which are specifically assigned by the Administrator.
- 13.4** When the Administrator and a Faculty Member agree that an overload condition exists, additional help will be made available, subject to the approval of the College President.
- 13.5** Should any dispute arise concerning whether or not an overload or underload situation does exist, the dispute shall be submitted to the Professional Standards Committee for study and recommendation to the Board and the Board shall be charged with the responsibility of determining whether an underload or overload condition exists and shall further be charged with the responsibility for remedying such underload or overload.
- 13.6** The Professional Standards Committee shall consider at least the following criteria when studying underload or overload disputes:
- 13.6.1** longtime average of the instructor's load;
 - 13.6.2** number of students in the class within the present guidelines as determined by the Board;
 - 13.6.3** limitation of facilities and equipment;
 - 13.6.4** curriculum determination over which the College has no control;
 - 13.6.5** future of the courses;
 - 13.6.6** other responsibilities of the Faculty member such as course development, counseling, department work, professional development and other related projects.

- 13.7 COUNSELORS** - The Administrator, in consultation with the Chair of Counseling, shall be responsible to assign the hours of work for Members who are counseling staff. The assigned hours shall not exceed an average of 35 hours per week over the contractual weeks of assignable time.
- 13.8 DAILY HOURS OF WORK** - Unless voluntarily agreed by the Faculty Member, no Faculty shall be assigned a teaching schedule spanning more than nine (9) hours in a day.
- 13.9 LEARNING ASSISTANT SPECIALISTS' WORKLOAD** - The Administrator, in consultation with the Chair, shall assign the hours of work for Learning Assistant Specialists. The assigned hours will not exceed an average of 35 hours per week over the contractual weeks of assignable time. A Learning Assistant Specialist who is assigned to teach a credit course outside of the Learning Café will receive two (2) hours of credit for each hour of instruction.
- 13.10 NURSING CLINICAL CASUAL EMPLOYEES WORKLOAD** - Notwithstanding sub-section 1.3.5, casual instructors employed exclusively as clinical instructors in the nursing programs and who have no other responsibilities to the College may be assigned up to 700 hours in an academic year and be paid under Section 12.2.
- Hours in excess of 700 in an academic year may be assigned by mutual agreement between the instructor and the College.

14 ACADEMIC YEAR

- 14.1** The period of assignable work each contract year for Faculty Members, other than counselors, whose usual and primary role is instructional will be 38 weeks of assignable work. The assignable work period will normally be from late August to late May and will be developed and applied annually once the academic schedule is approved for each year by Academic Council.
- 14.2** The period of assignable work each contract year for Faculty Members whose usual and primary role is counseling and for Learning Assistant Specialists will be 43 weeks of assignable work from July 1 to June 30 of each year.
- 14.3** Variations to the academic year will normally be made by mutual agreement between the Administrators and the Faculty Member involved.
- 14.4** For programs which operate beyond the dates described in Section 14.1 above, Administrators will have the flexibility to schedule "weeks of assignable work" outside the dates referred to in Section 14.1 above, in order to meet program requirements. This assignment should be made no later than the end of May prior to the commencement of the next academic year.

15 BENEFITS FOR FACULTY MEMBERS

Effective January 2005

15.1 CONTINUING FULL TIME, CONTINUING PART TIME AND PROBATIONARY EMPLOYEES

- 15.1.1 The College will pay 100 percent of the Group Life Insurance (current maximum is \$300,000), Accidental Death and Dismemberment premiums and Extended Health Care premiums for Continuing Full Time and Probationary Employees.
- 15.1.2 The College will pay 80 percent of the Dental plan premiums for Continuing Full Time and Probationary Employees.
- 15.1.3 The College will pay a proportional percent of the premium costs contained in sub-sections 15.1.1 and 15.1.2 for Continuing Part Time Employees. The College proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 15.1.1 and 15.1.2.
- 15.1.4 Group Life/AD&D..... 100% x % instructional workload
- 15.1.5 Extended Health 100% x % instructional workload
- 15.1.6 Dental 80% x % instructional workload
- 15.1.7 Continuing Full Time, Continuing Part Time and Probationary Employees will pay 100 percent of the cost of Long Term Disability premiums.
- 15.1.8 All benefit eligible, continuing employees will be eligible for an annual health spending account of \$600 (\$300 for benefit eligible part-time faculty)
 - 15.1.8.1 No carryover of amounts from year to year

15.2 TERM CERTAIN EMPLOYEES – The College shall pay the following portions of the premium costs of benefit plans applicable to Term Certain Employees hired for a term of six (6) months or more. Terms less than six (6) months will be paid an amount equal to the Employer’s cost in lieu of benefits.

- 15.2.1 Group Life/AD&D..... 75%
- 15.2.2 Extended Health 75%
- 15.2.3 Dental..... 80%

15.3 The College and all Continuing Full Time, Continuing Part Time and Probationary Employees shall participate in the Local Authorities Pension Plan or its equivalent.

15.4 Term Certain Employees hired for a term of two (2) years or more may opt to participate in the Local Authorities Pension Plan. Eligibility and participation subject to Local Authorities Pension Plan regulations.

- 15.5** The College will provide the Faculty Association with a copy of each insurance policy referred to in this section, as well as any amendments as they become effective.
- 15.6** Changes to coverage by either party must be mutually agreeable.

16 LEAVES FOR FACULTY MEMBERS

- 16.1 SICK LEAVE** - The College shall provide a short-term disability plan covering short-term illness for all Probationary, Continuing Full Time and Continuing Part Time Employees. The provisions of the plan are contained in the Board's Short Term Disability plan. The College will not alter the provisions of the Short Term Disability plan without mutual agreement of both parties.
- 16.1.1** Normal salary will be paid for a maximum of 105 calendar days per year to Academic Employees who are unable to continue their duties because of illness.
- 16.1.2** Copy of the short-term disability plan (available via intranet) shall be made available to all Academic Employees.
- 16.1.3** The College shall contract for a long-term disability plan as administered by the insurance carrier that provide benefits after the short-term sick leave, under the short-term disability plan, is exhausted.
- 16.1.4** If so required by the Human Resources Office, an Academic Employee shall present a certificate from a qualified medical practitioner when he is absent on account of illness for a period of three (3) or more consecutive working days.

16.2 UNASSISTED LEAVES

- 16.2.1** A Continuing Full Time or Continuing Part Time Employee may be granted leave of absence without pay for up to two (2) years to take educational training or for personal reasons as may be agreed to in writing by the Continuing Full Time and Continuing Part Time Employees and the Board, subject to the terms of this Section.
- 16.2.2** On return from an approved leave of absence without pay, a Continuing Full Time or Continuing Part Time Employee will be placed in a comparable Position to that held prior to the leave and at a salary based on the grid placement attained at the time the leave of absence commenced. This provision shall not impede the Board's ability to give notice under Article 6 "Termination or Redundancy of Faculty Member."

- 16.2.3** During the period of approved leave of absence without pay, a Continuing Full Time or Continuing Part Time Employee may, subject to the approval of the carrier(s), continue participation in the College Group Life Insurance Plan, Extended Health Care Plan and Dental Plan, providing the member pays 100 percent of premium costs and has prepaid the appropriate funds to the College in advance, on a monthly basis. The Employee must elect to continue participation in all of these plans, or none of them.
- 16.2.4** If at any time the Continuing Full Time or Continuing Part Time Employee has not placed sufficient funds with the College to cover current premium costs, the plans will be terminated and reinstatement will not be possible until the Employee has returned to work.
- 16.2.5** No other benefits will be available to a Continuing Full Time or Continuing Part Time Employee during an approved leave of absence without pay.
- 16.2.6** An Employee on unassisted leave may resign his Position with the College by providing a minimum of ninety (90) calendar days notice in writing prior to the end of the unassisted leave.
- 16.3 PARENTAL LEAVE** - Subject to all the conditions of this Agreement, a Faculty Member shall be granted parental leave for a maximum of one (1) year under the following conditions:
- 16.3.1** The Faculty Member concerned shall apply for parental leave:
- 16.3.1.1** in the case of the impending birth of the Staff Member's child, not less than three (3) months before the expected date of confinement; or
- 16.3.1.2** in the case of an impending adoption of a child by the Staff Member, forthwith upon the Staff Member's receipt of notification of approval as a potential adoptive parent.
- 16.3.2** Parental leave shall be effective from:
- 16.3.2.1** in the case of childbirth, not less than one (1) month prior to the expected date of confinement; or
- 16.3.2.2** in the case of adoption, the date the Staff Member is required to take custody of the child; or
- 16.3.2.3** a date mutually agreed.
- 16.3.3** Parental leave shall terminate not earlier than:
- 16.3.3.1** in the case of childbirth, not less than three (3) months after the term of the pregnancy; or
- 16.3.3.2** in the case of adoption, not less than three (3) months after the commencement of the leave; or
- 16.3.3.3** a date mutually agreed.

- 16.3.4** A Faculty Member on parental leave shall provide the Board at least three (3) months' notice of intention to return to Faculty duties, however, the Board is under no obligation to accept the return of the Faculty Member to Faculty duties except at the beginning of the instructional term next following the date of notice of intention to return.
- 16.3.5** Parental leave shall be without pay or cumulative sick leave allowances, however, Faculty Members may be eligible for benefits in accordance with the Board's Supplementary Unemployment Benefits plan. Parental Leave will not be counted for the granting of increments, however, the term of parental leave shall be considered in calculating seniority for the provisions of Article 6, "Termination or Redundancy of Faculty Member," and Article 17, "Faculty Professional Development."
- 16.3.6** A Faculty Member on parental leave who elects to continue coverage of the benefit plans set out in Article 15, "Benefits for Faculty Members", of this Agreement shall advise the Human Resources office of such an election, and shall pay to the College the full premium costs associated with maintaining such coverage.
- 16.4 PAID SPECIAL LEAVE** – A Faculty Member shall be provided paid special leave in the following circumstances:
- 16.4.1** where he is summoned or subpoenaed as a witness or as a defendant to appear in Court in his official capacity as an Employee to give evidence or produce College records but any witness fees received by him shall be paid to the Board;
- 16.4.2** when a Faculty Member is subpoenaed as a witness in his private capacity he shall be allowed leave with pay for such attendances but any witness fees received by him shall be paid to the Board;
- 16.4.3** a Member shall be provided leave with pay when attending upon a Grievance Committee or Arbitration Board dealing with the terms of the Collective Agreement or alternatively, when attending as representative of the grievor pursuant to the Collective Agreement at such Grievance or Arbitration;
- 16.4.4** a Vice-President, in his discretion, may grant a Faculty member paid special leave in special circumstances.
- 16.5 BEREAVEMENT LEAVE** - Compassionate Leave will be granted to an Academic Employee for a period not to exceed four (4) days, plus necessary travelling time not to exceed one (1) day, in the event of the death of:
- 16.5.1** a spouse,
- 16.5.2** a parent, parent-in-law, grandparent, or grandchildren,
- 16.5.3** a son, daughter, brother, sister or the husband or wife to any of them,
- 16.5.4** a Step family including step grandparent, and children,

16.5.5 the Academic Employee's Administrator together with the Director Human Resources shall determine leave with pay to be allowed in each case, and may, depending on circumstances, authorize leave with pay exceeding that specified above.

16.6 GENERAL HOLIDAYS - The following holidays will be granted with pay when they fall within weeks of assignable work or of vacation periods: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

17 FACULTY PROFESSIONAL DEVELOPMENT

17.1 GENERAL PROVISIONS

17.1.1 Minimum Qualifications:

Faculty members are expected to assume primary responsibility for meeting the minimum qualifications and expertise required to competently handle their normal workload. The College will support professional development activity toward this end, through professional development opportunities within and external to the College and through the provisions outlined in Section 17.10, "Instructor Certification Program".

17.1.2 On-Going Development:

Each Faculty member is expected to keep current in his discipline and *teaching practice* through professional readings, industrial contacts, professional associations and other forms of information exchanges. As well, each Faculty member is encouraged to make use of on-going professional development opportunities as outlined in this Collective Agreement.

17.1.3 Criteria for Approval:

17.1.3.1 Professional development applications will be considered in light of strategic planning priorities *and individual Faculty member's* development goals and be included in the Faculty member's professional development plan for the academic year.

17.1.3.2 Professional development activities pursued through the Faculty Professional Development Committee (hereafter called FPDC) shall be mutually agreed upon by the Faculty member and his Administrator. *Should the Administrator choose not to approve an application to the FPDC for professional development funds, the Faculty member may appeal to the FPDC under the terms outlined in Faculty Professional Development Handbook.*

17.2 THE FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE (FPDC)

17.2.1 Mandate:

- 17.2.1.1** The FPDC shall accept applications for the professional development categories outlined in Sections 17.4, 17.5, 17.6; 17.7; and 17.8.
- 17.2.1.2** The FPDC shall decide which applications to approve and shall dispense all or any of the funds provided by the College as it deems appropriate.
- 17.2.1.3** The FPDC will develop its own procedures and make them available to all Faculty members in a Faculty Professional Development Handbook.
- 17.2.1.4** Where there is a conflict between the Collective Agreement and FPDC procedures and guidelines, the Collective Agreement shall govern.

17.2.2 Membership in the FPDC shall be as follows:

- 17.2.2.1** Three (3) Faculty members normally chosen from the ranks of Continuing Full Time academic staff, appointed by the Faculty Association.
 - 17.2.2.1.1** A Faculty member sitting on FPDC shall remove him/herself from the meeting when his/her applications are being considered.
- 17.2.2.2** Three (3) Administrators appointed by the College President or designate.
- 17.2.2.3** The Chair shall be one of the three (3) Administrators. In the event of a tied vote, the chair shall have a second deciding vote.

17.2.3 Allocation of Funds

- 17.2.3.1** To Leaves and Special Projects: Each academic year, the College shall make available a sum of money equal to 1.5 % of the total academic salaries as determined by the previous June payroll applicable to Probationary and Continuing Full time and Continuing Part Time Faculty members, which the FPDC shall apply to Sabbatical leaves, Professional Experience Leaves, and Special Professional Development projects. The FPDC may determine in advance for each academic year the amount to be allocated for each type of leave.

17.2.3.2 To Individual Accounts: In addition to the allocation for leaves and special projects as specified in Section 17.2.3.1, each academic year the College shall make available a sum of money equal to 1.0 % of the total academic salaries, as determined by the previous June payroll applicable to Probationary and Continuing Full time and Continuing Part Time Faculty members, which the FPDC will apply to individual professional development.

17.2.4 Reallocation of Unused Funds:

17.2.4.1 By the end of May, all unused funds from 17.2.3.1 allocations, Leaves and Special Projects, shall be returned to a special account to be re-allocated by the FPDC in the next academic year. These funds shall be in addition to funds allocated by the College for the new academic year.

17.2.4.2 Funds will be redistributed in this order of priority

17.2.4.2.1 First: To support previous commitments for Sabbatical Leaves [Section 17.4]; Professional Experience Leaves [Section 17.5]; and Special Professional Development projects [Section 17.7 and 17.8].

17.2.4.2.2 Second: Up to \$20,000 out of the previous year's unused funds will be allocated to professional development for Casual and Term Certain Faculty members [Section 17.9].

17.2.4.2.3 Third: To extend Individual Professional Development Accounts [Section 17.8].

17.3 RETURN SERVICE REQUIREMENTS

17.3.1 *Faculty members funded for professional development activities shall be required to complete an amount of return service if specified in the conditions for the category of funding received.*

17.3.2 Return service obligations will be suspended during a period of disability and *waived entirely should the employee not be able to return to work.*

17.4 SABBATICAL LEAVE

17.4.1 Definition: Approved absence from regular duties to pursue further education.

17.4.2 Eligibility: Continuing Full Time or Continuing Part Time Faculty members will become eligible to apply for leave after three (3) full years, or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence.

- 17.4.3 Length:** Leaves may be for any period up to twelve (12) months in one (1) or more terms, with leaves coinciding with the beginning of terms.
- 17.4.4 Application:** Application for leave for the following academic year must be made to the Chair of the FPDC by December 15.
- 17.4.5 Remuneration:** Remuneration for leave shall be 80 per cent of current salary plus 80 % of tuition and books.
- 17.4.5.1** Calculation for leave will be based on the salary rate grid in effect at the time leave is taken.
- 17.4.5.2** *Faculty members on sabbatical leave will be eligible for an increment in the usual manner.*
- 17.4.5.3** The salary cost (not including benefits) paid to the Faculty member on leave will be charged against the Sabbatical Leave Fund.
- 17.4.6 Benefits:** Both the College and the Faculty member will continue to pay for their portions of benefits as outlined in Article 15.
- 17.4.7 Obligations after Sabbatical:**
- 17.4.7.1** Faculty members who are granted sabbatical leaves are obliged to render service to the College, upon return from leave, for a period equal to four (4) times the period of the leave.
- 17.4.7.2** Except in instances of redundancy or dismissal, if the Faculty member is unable to render the required amount of service, he/she shall refund to the College an amount equal to the salary received for the portion of leave for which return service was not rendered + the employer-paid benefit costs paid for the portion of the leave for which return service was not rendered.
- 17.4.8 Additional Leave:** After returning to the College from leave, a Faculty member may apply for another leave *after obliged service is completed.*

17.5 PROFESSIONAL EXPERIENCE LEAVE

- 17.5.1 Definition:** Approved full or part time absence from regular duties to work and/or conduct research in business and industry or other relevant organizations.
- 17.5.2 Eligibility:** *Continuing Full Time or Continuing Part Time Faculty members will become eligible to apply for leave after three (3) full years, or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence.*

17.5.3 Length: *Leaves may be for any period up to twelve (12) months in one (1) or more terms.*

17.5.4 Application: Application for leave must be made to the Chair of the FPDC and received no later than September 15 or February 15 for leave no earlier than the beginning of the next term.

17.5.5 Remuneration:

17.5.5.1 All external income earned while on professional leave will be paid directly to the College *and the faculty member will continue on the College payroll.*

17.5.5.2 Where income from the Faculty member's external employment is less than 20% of college salary: The Faculty member will be paid 80% of his/her regular college salary through the FPDC + the amount paid to the College by the external employer.

17.5.5.3 Where income from the Faculty member's external employment is between 20% and 100% of college salary: The faculty member will be paid 100% of regular college salary, with the FPDC making up the difference between the amount paid by the external employer and the normal college salary.

17.5.5.4 Where the income to the College from the Faculty member's outside employment exceeds the Faculty member's college salary: Faculty members will be paid their regular College salary. The difference between the amount paid by the external employer and the amount of the member's College salary will be paid to the Faculty Member at the end of the approved leave, and the FPDC will not contribute any funds to the Faculty member's salary.

17.5.5.5 Faculty on Professional Experience Leave will be eligible for an increment in the usual manner.

17.5.6 Benefits: *The faculty member will continue to receive his/her benefit package. Both the College and the Faculty member will continue to pay the full amount of their portions of benefits as outlined in Article 15.*

17.5.7 Obligations after Professional Experience Leave

17.5.7.1 *Faculty members who are granted professional experience leaves are obliged to render service to the College, upon return from leave, for a period of four (4) times the period of the leave multiplied by the percentage of annual salary paid by the FPDC.*

17.5.7.2 *Except in instances of redundancy or dismissal, if the Faculty member leaves of his/her own accord without rendering the required amount of costs paid for the portion of the leave for which return service was not rendered, he/she shall refund to the College an amount equal to the salary received from the FPDC for the portion of leave for which return service was not rendered + the employer-paid benefit*

17.5.8 Additional Leave: After returning to the College from leave, a Faculty member may apply for another leave after obliged service is completed.

17.6 LONG TERM ONGOING SPECIAL PROJECTS

17.6.1 Definition: *Unique projects where the faculty member is not seeking leave, the individual professional development category does not apply or is insufficient, and where the project covers more than one academic year.*

17.6.2 Eligibility: *Probationary, Continuing Full Time or Continuing Part Time Faculty members.*

17.6.3 Application: Application for long term Special Projects must be made to the Chair of the FPDC by the dates specified in the Faculty Professional Development Handbook.

17.6.4 Obligations after completing on-going special projects:

17.6.4.1 *Faculty members who are granted long term special projects funding are obliged to render service to the College, upon completion of the project, until the salary earned after completion equals 4 x the amount received through FPDC funding.*

17.7 SHORT-TERM SPECIAL PROJECTS/ACTIVITIES

17.7.1 Definition: *Unique projects where the faculty member is not seeking leave, the individual professional development category does not apply or is insufficient, and where the project/activity covers less than one academic year.*

17.7.2 Eligibility: *Probationary, Continuing Full Time or Continuing Part Time Faculty members.*

17.7.3 Application: Application for short term Special Projects must be made to the Chair of the FPDC by the dates specified in the Faculty Professional Handbook for approval at FPDC meetings.

17.7.4 Obligations after completing short-term special projects:

17.7.4.1 *Faculty members who are granted short-term special projects funding are obliged to render service to the College, upon completion of the project/activity, until the salary earned after completion equals 2 x the amount received through FPDC funding.*

17.8 INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS

17.8.1 Definition: Dedicated amounts set aside yearly to assist individuals in pursuing professional growth opportunities.

17.8.2 Eligibility: Probationary, Continuing Full time, and Continuing Part Time Faculty members. *Applicants may apply to use individual professional development funds to top up funding from other categories*

17.8.3 Application:

17.8.3.1 *Applicants ensure they have sufficient funds in their individual accounts to support their applications.*

17.8.3.2 *Applicants complete the application forms and get the approval of their Administrator prior to any expenditure of funds taking place.*

17.8.3.3 *Applicants submit their approved forms to the office of the Chair of the FPDC.*

17.8.4 *Once the professional development activity is completed, an expense claim form must be submitted to FPDC.*

17.8.5 Compliance: All expenditures from individual accounts must be made in accordance with the guidelines developed by the FPDC and within Canada Revenue Agency Regulations.

17.9 PROFESSIONAL DEVELOPMENT FUNDING FOR CASUAL AND TERM CERTAIN FACULTY

17.9.1 Definition: *Amounts reallocated from unused funds of previous years to assist Casual and Term Certain Faculty members in pursuing professional growth opportunities.*

17.9.2 Allocation: The FPDC shall set the maximum allowed per individual at the initial meeting of the academic year.

17.9.3 Eligibility: Casual and Term Certain Faculty members.

17.9.4 Application

17.9.4.1 *Applicants ensure there are sufficient funds in the casual and term certain account to support their applications.*

17.9.4.2 *Applicants complete the application forms and get the approval of their Administrator prior to any expenditure of funds taking place.*

17.9.4.3 *Applicants submit their completed forms to the office of the Chair of the FPDC.*

17.10 INSTRUCTOR CERTIFICATION PROGRAM

17.10.1 Eligibility:

17.10.1.1 *All incoming Probationary, Continuing Part Time and Continuing Full Time Faculty members must complete the requirements of the Instructor Certification Program (ICP) within five years from the date of employment.*

17.10.1.2 *Individual ICP courses are open to Casual and Term Certain Faculty members if space is available.*

17.10.2 Delivery: The Instructor Certification Program will be directed by the FPDC and administered by the Centre for Teaching, Learning and Innovation.

17.10.3 Program Specifics: The general requirements, administration procedures and contents for the ICP program are outlined in Appendix A of this Collective Agreement.

17.11 OTHER PROFESSIONAL DEVELOPMENT OPPORTUNITIES

17.11.1 Internal Workshops, Sessions, Presentations, and Seminars:

Professional Development workshops, sessions, presentations, seminars and courses coordinated by the Centre for Teaching, Learning and Innovation shall be open to all Faculty members.

17.11.2 Entitlement To College Courses: Probationary, Continuing Full Time and Continuing Part Time Faculty members who wish to participate in credit courses offered by the Lethbridge College shall be allowed to do so without charge in accordance with the following provisions:

17.11.2.1 Courses accessible to Faculty members shall include any credit courses offered through the regular day program or through evening and summer programs.

17.11.2.2 Courses selected by the Faculty member must have space available. The course offering must be viable without the presence of the Faculty member(s) and the inclusion of the Faculty members must not bring enrolments over the stated quota for the course.

17.11.2.3 A course designed for and purchased by a specific outside organization will be excluded.

17.11.2.4 Any course selected under this provision must be consistent with the Faculty member's professional development plan for the academic year.

17.11.2.5 Application: *Faculty members must complete a Tuition Fee Waiver Request form from Human Resources and must register for the approved course(s) using normal registration procedures.*

18 EARLY RETIREMENT INCENTIVE

The Board shall not implement an early retirement incentive plan in any form for Faculty Members without mutual agreement by the parties.

19 TEMPORARY ADMINISTRATIVE APPOINTMENTS

An Academic member may by mutual agreement between the Faculty Member and the College President be appointed by the College President to an administrative Position on a temporary or acting basis. A Faculty Member accepting such an appointment will:

19.1 not have membership in the Lethbridge College Faculty Association or pay association dues during the course of his acting employment;

19.2 concur that the duration of a temporary appointment may be up to, two (2) appointments of two (2) years, with a one (1) year extension in the case of extenuating circumstances;

19.3 at the expiration of the acting appointment (normally, after two (2) years) be re-designated as a Faculty Member with the same entitlements, rights and privileges which would have accrued had the member not been absent.

20 MODIFICATION OF AGREEMENT

On or before the December 1, 2015 either party may deliver to the other a written notice stating its desire to open specific sections of the Collective Agreement. Only those sections specified in writing shall be considered to be opened for negotiation.

Initial proposals shall be exchanged by January 15, 2016. Thereupon the parties shall attempt to negotiate a mutually satisfactory modification of this Agreement.

21 COMPULSORY ARBITRATION

- 21.1** In the event that a notice has been sent pursuant to Article 20 "Modification of this Agreement" and no agreement is reached by negotiation prior to the first day of April, 2016, either of the parties may notify the other party in writing of its desire to submit the difference to Arbitration in accordance with the procedures set out in Section 8.6, "Level III: Arbitration"
- 21.2** The Arbitration Board shall hear all evidence and shall have the powers provided by sub-section 8.6.6 and shall issue its decision in writing within one month of completion of the hearing or hearings or within such further time as may be granted by the parties, and the decision shall be final and binding upon the parties and upon any Faculty Members affected by it. Upon application of the Board's award, the parties shall forthwith give effect to the award in the form of an executed Collective Agreement. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall govern and shall be deemed to be the award of the arbitration board.
- 21.3** When there is a question concerning implementation or clarification of the award, either party may request from the chairman of the arbitration board a decision and the chairman shall as soon as practical reconvene the arbitration board and it shall, after hearing the parties on the question, render a decision with regard to such clarification or implementation.
- 21.4** After 120 days has elapsed from the date that the Arbitration Board has issued a decision pursuant to Section 21.2, it shall cease to have power or authority to hear, consider or render any further decision concerning implementation of its award.

ASSENTED TO this 10th day of February A.D. 2015

Lethbridge College Faculty Association

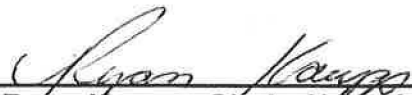
**Lethbridge College Board Of
Governors**



Gerri Joesse, President



Chairman



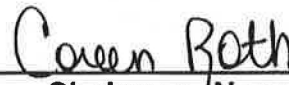
Ryan Kaupp, Chair, Negotiations



President



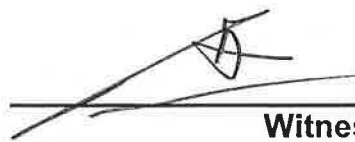
Negotiations Committee Member



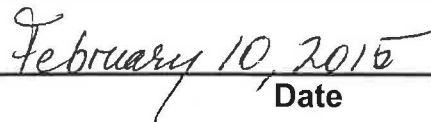
Chairman, Negotiations



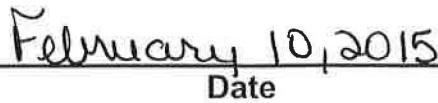
Shelly Allison, Witness



Witness



Date



Date

APPENDIX “A” INSTRUCTIONAL CERTIFICATION PROGRAM

Lethbridge College shall be recognized nationally for standards of excellence and innovation in workforce preparation and development.

Lethbridge College is committed to Quality Instructional theory and practices that may be acquired through a variety of means.

Requirements and Administration

- A.1.1 Incoming Probationary, Continuing Full Time and Continuing Part Time Faculty members commencing employment are required to complete the Instructional Certification Program as prescribed within five years from the date of employment.
- A.1.2 Exemptions may be granted in view of previous training or experience.
- A.1.3 A minimum of two (2) courses will be offered each year.
- A.1.4 Courses offered by any accredited institution may be deemed as suitable alternatives to courses described in this program.
- A.1.5 All Faculty members required to complete the program must complete a minimum of one course each year with the exception of their first year of employment at the College.
- A.1.6 Progress will be reviewed and noted annually as of June 30 each year.
 - A.1.6.1 All Faculty members who do not complete the program within the time frame outlined in Section B.1.1 or who do not progress at the minimum rate described in sub-section B.1.5 shall have their salary frozen.
 - A.1.6.2 When progress has caught up to the minimum required, the restrictions referred to in Section B.1.6 shall be withdrawn and normal salary progression shall be resumed.
 - A.1.6.3 Failure to comply in a timely manner may result in termination.
- A.1.7 When progress in completing the program is interrupted by Leave Without Pay, or Sick Leave, the prescribed progress will be suspended until the Faculty member returns to work.
- A.1.8 A Faculty member whose usual primary role is counseling shall not be required to complete this program, but will be encouraged to participate in appropriate courses.

A.2 The INSTRUCTIONAL CERTIFICATION PROGRAM consists of SIX (6) courses.

A.2.1 COURSES

ICP-151 Curriculum Development and Outcomes Based Training

Various elements of curriculum are explored in this course. The development of programs and courses will emphasize the alignment of learning outcomes, instructional strategies, and assessments. LC academic policies, adult learning principles, new trends and directions, and quality standards for curriculum development will be examined.

ICP-152 Learning Theory and Instructional Techniques

Learning theory will be explored and applied to instructional planning, delivery and assessment. A variety of instructional techniques will also be introduced, developed and demonstrated including technology mediated strategies to accommodate a variety of learning styles. The effectiveness of various instructional techniques will be analyzed.

ICP-153 Analysis of Teaching and Learning

This course provides an overview of the teaching/learning process for new instructors. Basic instructional skills required to be successful in the classroom at a college level are introduced, developed, demonstrated, and analyzed. Participants will develop an understanding of the learner and the learning process. Opportunities to reflect on teaching experiences and to continue developing and refining instructional skills are provided.

ICP-154 Assessment and Evaluation

A variety of assessment tools are developed and examined in this course. Assessments and assessment strategies are developed that comply with the assessment policy and are aligned with the learner profile, learning outcomes and instructional strategies used for a variety of delivery modes. Strategies for assessing prior learning are examined and developed.

ICP-155 Cultural Diversity

This course examines cultural diversity and its impact on classroom dynamics and the educational process. Knowledge and appreciation for the history, traditions, and perspectives of specific cultural groups will be developed. Culturally appropriate instructional strategies will be explored for specific learner profiles.

ICP-156 Personal and Program Leadership

A study of leadership theory will contribute to the development of a leadership philosophy and vision for an individual's role as instructor, member of a program area and centre, and the college community. Specific skills such as conducting meetings, giving presentations, facilitating change, motivating others, and building team unity will be developed and demonstrated in this course. Leadership skills will be examined and assessed.

LETTER OF UNDERSTANDING
Between
Lethbridge College Faculty Association
And
Lethbridge College Board of Governors

1. Distance Learning Instructors are part of the Lethbridge College Faculty Association
2. The use of the Distance Learning Compensation Model (DLCM) becomes effective September 1st, 2010 and will be used for the life of the agreement beginning July 1, 2010.
3. The DLCM applies only to distance learning contract instructors.
4. Compensation
 - 4.1 The following are annual salary grids effective July 1, 2013
 - 4.1.1 A Base Rate of \$410.00 per course is paid for each active course section with a credit value of 3, 4, or 5.
 - 4.1.2 A Base Rate of \$307.50 per course is paid for each active course section with a credit value of 1, or 2.
 - 4.1.3 A per student amount based on the instructor's academic training and the course credit value, as shown on Table 1, is calculated on the number of registered students at the end of the Extended Drop period.

Table 1: Distance Learning Compensation Model Paid per student			
Course Credits	Instructor's Academic Training		
	< 4 yrs	4 yrs	6 yrs
1	\$88	\$109	\$123
2	\$104	\$126	\$143
3	\$118	\$145	\$164
4	\$133	\$162	\$184
5	\$148	\$180	\$205

- 4.2 The following are annual salary grids effective July 1, 2014
 - 4.2.1 A Base Rate of \$420.00 per course is paid for each active course section with a credit value of 3, 4, or 5.
 - 4.2.2 A Base Rate of \$315.00 per course is paid for each active course section with a credit value of 1, or 2.
 - 4.2.3 A per student amount based on the instructor's academic training and the course credit value, as shown on Table 1, is calculated on the number of registered students at the end of the Extended Drop period.

Table 1: Distance Learning Compensation Model Paid per student			
Course Credits	Instructor's Academic Training		
	< 4 yrs	4 yrs	6 yrs
1	\$90	\$112	\$126
2	\$107	\$129	\$147
3	\$121	\$149	\$168
4	\$136	\$166	\$189
5	\$152	\$185	\$210

- 4.3 The following are annual salary grids effective July 1, 2014
- 4.3.1 A Base Rate of \$431.00 per course is paid for each active course section with a credit value of 3, 4, or 5.
 - 4.3.2 A Base Rate of \$323.00 per course is paid for each active course section with a credit value of 1, or 2.
 - 4.3.3 A per student amount based on the instructor's academic training and the course credit value, as shown on Table 1, is calculated on the number of registered students at the end of the Extended Drop period.

Table 1: Distance Learning Compensation Model Paid per student			
Course Credits	Instructor's Academic Training		
	< 4 yrs	4 yrs	6 yrs
1	\$92	\$115	\$129
2	\$110	\$132	\$151
3	\$124	\$153	\$172
4	\$139	\$170	\$194
5	\$156	\$190	\$215

- 4.4 Base rate includes 1 student and is paid for each active course section regardless of credit value.

Instructors will be paid according to the following pattern:

Students	Base Rates	Per Student Rates
1-14	1	n - 1
15-28	2	n - 2
29-42	3	n - 3

Where n = the number of registered students at the end of extended Drop period.

- 4.5 The compensation model will be reviewed by the parties at the end of each academic year beginning June 30, 2011.

LETTER OF UNDERSTANDING
BETWEEN
LETHBRIDGE COLLEGE BOARD OF GOVERNORS
and the
LETHBRIDGE COLLEGE FACULTY ASSOCIATION

Whereas the collective agreement does not contain any language around the ability of faculty to reduce their hours of work leading into retirement the parties agree to the implementation of the Human Resources program for Phased Retirement dated February 26, 2013.

Administration reserves the right to modify the program to meet operational timelines and requirements. The Faculty Association will be advised in writing when such changes are made.

Either party may cancel upon providing the other party with ninety (90) days written notice.

Agreed to this 5th day of ~~March~~ ^{April}, 2013.

Per: 
The Lethbridge College Board of Governors

Per: 
The Lethbridge College Faculty Association

Letter of Understanding

Between

The Lethbridge College Faculty Association

And

The Lethbridge College Board of Governors

1. This Letter of Understanding is effective July 1, 2013 to June 30, 2016 in substitution for the provisions of the current collective agreement regarding Chairs. This Letter of Understanding will expire June 30, 2016 regardless of whether a new collective agreement has been negotiated by that date, or whether the current agreement has been extended by operation of Article 2.1 of the then current collective agreement.
2. Chair positions remain within the Faculty Association with the creation of a separate category for chairs to differentiate the role and responsibilities of the position from that of a regular faculty member.
3. The proposed chair role (Appendix A) will be monitored through a pilot phase not to exceed 3 years. Chairs in the role as of the date of signing of this Letter of Understanding will complete the current academic year ending June 30, 2013 under the existing chair model, and transition to the new model effective July 1, 2013. This transition will occur automatically provided both the dean and chair are in agreement that the incumbent chair can meet the revised expectations established for the position. The chair may elect to return to an instructional faculty position during the pilot phase, but only at the beginning of an academic year and upon providing 90 days notification of such intent to the Dean. The Dean in consultation with the Chair may also elect to return a chair to his/her instructional faculty position during the pilot phase upon providing 90 days notification of such intent to the Chair. Where performance is an issue such notification is not required although teaching workload may not be available until the next instructional term. An alternative workload will be assigned and salary continued (not including the stipend) until workload as an instructor is re-established in the next instructional term.
4. The effectiveness of changes to the Chair role as outlined in this Letter of Understanding will be reviewed during year one and at the end of each academic year.

5. Those faculty members designated as Chairs will perform the duties as outlined in Appendix A. The primary changes in duties will include:
 - a. Authority to hire personnel when designated by the Dean responsible for the Academic Centre. Where the Dean believes his/her presence is critical in the hiring process, he/she will participate as a member of the selection committee.
 - b. Managing the work of school personnel as Chairs are aware of the requirements of positions within their school and have an understanding of the short and long term operational requirements of their school. Recognizing the Dean has ultimate responsibility for the performance of personnel within the Centre, the Chair is tasked with ensuring that issues and concerns, including performance management, are addressed in a timely manner and that day to day operations of the school are managed at an appropriate level.
 - c. Provide leadership in the development of school personnel. This would include but not be limited to, vetting and approving professional development plans in consultation with the Dean, mentoring, developing effective teams, and building a positive school culture. A Dean may delegate approval of FPDC applications for 17.8 and 17.9 to a Chair. FPDC applications for 17.8 and 17.9 funding for the Chair must be approved by the Dean.
6. The period of assignable work each contract year for Chairs will be 43 weeks. The assignable work period will be from July 1 to June 30 of each academic year. The remaining 9 weeks will be taken as vacation at a time that is mutually agreed upon by both the Chair and the Dean.
7. Faculty designated as Chairs will be given release time from their normal instructional load, and will be paid a stipend which is considered commensurate with the role of Chair. The release time is not to exceed 1.0 full-time equivalent. Release time equal to or greater than a .85 full-time equivalent will receive a full stipend.
8. It is recommended that a Chair, with a 1.0 full-time equivalent release not teach:
 - (1) More than one (1) course per year,
 - (2) More than an average of six (6) contact hours per week,

Exceptions for special circumstances will be approved by the Dean. Any teaching above contract of a regular workload will be offered as a casual contract and be compensated as per Article 12.2-Salary Grids: Casual Employees.

9. The total annual stipend is not to exceed \$11,400 and will remain fixed during the pilot phase. Part-time Chairs working less than a 1.0 full-time equivalent will receive an equivalent ratio of stipend calculated as $(1.00 - (0.85 \times \text{release})) \times \$11,400$. The annual stipend will become part of Article 12.8-Remuneration for Chairs when negotiated into the collective agreement following successful completion of the pilot.
10. Faculty designated as Chairs will continue in their role for a period of five (5) years after initial appointment and the first year shall be probationary. The pilot phase of three (3) years will form part of this initial term. Upon completion of a five-year term, the position must be posted for competition and the incumbent Chair may re-apply.
11. At the expiration of the first term of the Chair appointment (5 years) the incumbent can be returned to their faculty position and will be assigned a similar workload to that previously held where possible. Beyond the initial five-year term that workload cannot be guaranteed, although the Chair will maintain seniority, and associated rights and privileges for workload purposes.
12. In addition to evaluation and development requirements for the teaching component of a Chair's workload, individual chair performance evaluation will also occur with a focus on administrative and leadership abilities. Chairs will be evaluated annually using a tool deemed appropriate by the College Administration. Such evaluations will include faculty input.
13. Where possible, incumbent Chairs who wish to step down will provide written notification of their intent one (1) year prior to the end of the term, no later than July 1, to allow time for recruitment into the position for the upcoming year.
14. The comprehensive role of the Chair requires ongoing professional development designed to support them in their role. A professional development program specifically geared toward the needs of the Chair's role will be provided by the College. This program will be designed to:
 - a. assist new Chairs in learning their role
 - b. assist existing Chairs with their current role
 - c. provide a forum for chairs to collaborate with one another and discuss relevant issues within the context of both a training and learning environment
15. Within the first 3 years of a Chair assignment, Chairs will be encouraged to attend an external chair academy for development purposes using available funds through the Faculty Professional Development Committee.

16. Faculty members designated as Chairs cannot also hold an Executive Officer position or be a member of the Negotiating Committee within the Faculty Association, as this is perceived to be a conflict of interest.

Agreed to this 5th day of ~~March~~ ^{April}, 2013.

Per: Paula Burns

The Lethbridge College Board of Governors

Per: Ryan Kung

The Lethbridge College Faculty Association