

MEDICINE HAT COLLEGE

CONTRACT

Between

FACULTY ASSOCIATION

and

BOARD OF GOVERNORS

July 1, 1999 - June 30, 2001

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ARTICLE 1

Definitions

- 1.1 "College Board' or "Board" means the Board of Governors of Medicine Hat College.
- 1.2 "Faculty Association of Medicine Hat College" means the organization recognized by the College as the official body representing the regular, probationary, and temporary instructional staff members of the Medicine Hat College, and called in this document, the "Faculty Association".
- 1.3 A regular appointment is the appointment of an instructor employed on a full-time basis to teach a full course load. Such appointments are to continue from year to year unless terminated according to Article 4.2 of this contract. Normally, only instructors with a regular appointment are eligible to be appointed as program coordinators, as members of the College Board, or to serve on ad hoc committees set up for the purpose of grievance procedures.
- 1.4 Temporary appointments, either full-time or part-time, are instructors employed for a definite term.
- 1.5 Deans are regular full-time instructors seconded to provide leadership and management for the Division. As academic managers, they are accountable to the Vice President Academic.
- 1.6 A Program Coordinator is an Instructor who is also required to provide coordination services for a distinct program or group of programs. Coordinators may be compensated by workload relief, an honorarium, professional development funds or some combination of the three, depending on the scope of their duties. The selection of the Program Coordinator shall be done by the Dean in consultation with the division or area of concern. The compensation recommended by the Dean must be ratified by Deans Council and approved by the Vice President Academic.

ARTICLE 1
Definitions cont'd

1.7 President's Council membership will include all those deemed necessary by the President. On Faculty Contract issues, such as sabbaticals and workloads, only the President, Vice-president Academic, and the Academic Deans shall vote.

Deans Council membership will include all of those deemed necessary by the Vice President Academic. Deans Council is responsible for making recommendations to President's Council on matters of an academic nature. The Faculty Negotiations Chairman or designate may attend as deemed appropriate by the Chairman.

1.8 The College President is the official spokesperson for the College and the Faculty Association President is the official spokesperson for the Faculty Association.

ARTICLE 2

Employee Coverage

- 2.1 This contract applies to regular, temporary and probationary instructors.
- 2.2 This contract does not include those persons designated by the College Board as non-academic staff, including Community Education instructors, instructors hired for contract, or term-specific projects.
- 2.3 The College will deduct dues as directed by the Faculty Association. These dues shall be turned over to the Treasurer of the Faculty Association (or other designated officer) within two weeks of being deducted.

ARTICLE 3

Terms of Contract

- 3.1.1 This contract will take effect July 1, 1999, and shall remain in full force and effect until June 30, 2001, and shall continue to remain in full force and effect from year to year until amended as hereinafter provided.
- 3.1.2 A committee consisting of two Faculty and two College Board members shall be formed to meet regularly or at the call of any member of the committee to discuss problems which may arise from this contract.
- 3.2 Method of Re-Negotiating the Contract:
When the Faculty Association or the Board of Governors wishes to commence collective bargaining for the revision or renewal of this contract, such party shall give a written notice of its intention to the other party not later than the first day of January in any year. This written notice will list the clauses to be opened for negotiations. The written acknowledgement by the other party will occur by February 15 and will include the clauses they wish to negotiate.
- 3.2.1 After the notification of a desire to commence collective bargaining for revision or renewal of this contract, the Faculty and the College Board or their nominees shall meet together from time to time, bargaining in good faith, and shall attempt to agree upon the terms of a new collective contract, and if, by the first day of June of the contract year, the Faculty and the College Board or their representatives have been unable to agree upon the terms of a new collective contract, either party may, at any time thereafter, advise the other party of its desire to resolve the dispute, disagreement, or grievance by enacting the provisions of Article 9.
- 3.2.2 The Arbitrator or Arbitration Board shall follow the procedures and **rules** as outlined in the Alberta Labour Relations Act.
- 3.2.3 Any specific items may be opened for renegotiation at any time by mutual agreement of the parties concerned.

ARTICLE 3
Terms of Contract cont'd

- 3.2.4 Any time limits set out in this article are calendar days and may be extended by mutual agreement of the parties concerned.
- 3.3 The Faculty Association recognizes that all functions, rights, powers, and authority which the College has not officially abridged, delegated, or modified by this Agreement, are retained by the College.

ARTICLE 4

General Terms of Employment

- 4.1 Academic Staff Appointments:
- 4.1.1 All appointments are made by the College Board.
- 4.1.2 All instructors appointed to regular appointments shall initially be probationary and shall be subject to the provisions of Section 4.3.3.
- 4.1.3 Temporary appointments may be full-time or part-time.
- (a)
 - i. Full-time temporary appointments may be made to replace regular faculty on professional leave or leave of absence or for programs that have not been permanently funded, or given ongoing approval, by the Alberta Department of Learning. Full-time temporary appointments may be made for any other reason only with the approval of the Dean. Instructors with full-time temporary appointments are members of the Faculty Association and pay full dues.
 - ii. Full-time temporary instructors, in their second and subsequent consecutive years, who are to continue for another year, will receive a letter of intent by April 1.
 - (b) Part-time temporary appointments may be for any part of a semester or year, and for any portion of a full course load. It is understood, however, that part-time appointments will be made only when it is not practical to cover teaching loads with regular instructors.
- 4.1.4 All appointments shall be made by a letter from the President or designate, which shall state the type of appointment, outline the duties, position on salary grid, salary, and effective date of appointment.
- 4.1.5 All appointments shall normally have the approval of the Dean concerned.

ARTICLE 4
General Terms of Employment, cont'd

- 4.1.6 A copy of this contract shall be delivered to every person offered an instructional position.
- 4.2 Termination of Appointment:
The appointment of an instructor shall continue in force until terminated by one of the following:
- 4.2.1 All temporary full-time and temporary part-time appointments automatically terminate at the time designated in the letter of appointment.
- 4.2.2 **An** instructor may terminate his/her appointment by written notice delivered no later than April 1 of any year; such termination to be effective June 30 of the same contract year.
- 4.2.3 **An** instructor's appointment may be terminated at any time by mutual agreement between the instructor and the College Board.
- 4.2.4 **An** instructor's appointment shall terminate at the end of the contract year during which he/she turns sixty-five years of age. If **such** staff member desires, and if the College requires his/her services, he/she may continue to work past that date on a temporary basis on **such** terms and salary as are agreed upon by the College Board and the staff member.
- 4.2.5 Termination and Suspension:
The President of the College may, at any time, suspend or terminate an instructor's appointment. A notice in writing from the President setting out the specific grounds for termination or suspension will be delivered to the instructor at the time of termination or suspension. An instructor whose appointment has been terminated or suspended under this clause shall have the right to grieve according to Article 8 of the contract, unless they have accepted severance.

An instructor whose appointment is terminated for cause will not be entitled to severance as indicated in Article 4.2.8.

ARTICLE 4

General Terms of Employment, cont'd

- 4.2.6 Severance:
A full-time regular instructor, whose appointment is terminated as a result of redundancy, will be entitled to severance as indicated in Article 4.2.8.
- 4.2.7 Redundancy:
A full-time regular instructor shall **be** considered redundant as a result of curriculum changes, insufficient enrolment, or insufficient workload.
- 4.2.8 Severance Payment:
A full-time regular faculty member, who is terminated after a minimum 2 years of full-time regular service, will receive severance payment equal to one month's regular salary for each year of service to a maximum of 15 months salary, based on the last full year of employment. A full-time regular faculty member **who** is terminated with cause is not entitled to severance.
- 4.3 Evaluations
- 4.3.1 PART-TIME TEMPORARY instructors shall be evaluated according to the following procedure:
- a) A part-time temporary instructor may be evaluated during each semester.
 - b) An evaluation team shall be made up of the following membership:
 - The Dean of the division in which the instructor to be evaluated is placed;
 - A non-probationary instructor chosen by the ~~evaluatee~~ and the Dean.
 - c) All classroom assessments shall be done by the Dean, or designate.

ARTICLE 4

General Terms of Employment. cont'd

- d) The student questionnaire shall be administered by the non-probationary instructor.
- e) When the assigned **task** of both evaluation team members has been concluded, an evaluation report shall be prepared.
- f) The Dean shall arrange to meet with the **evaluatee** for the purpose of discussing the **evaluation** report.

4.3.2 **FULL-TIME TEMPORARY** instructors shall be evaluated according to the following procedure:

- a) The Dean must determine at the beginning of each semester a **list** of full-time temporary instructors **to** be evaluated during the semester.
- b) **A** full-time temporary instructor shall be evaluated during each semester of the first **two** years **of** his/her employment.
- c) The Dean is responsible for setting up the evaluation team for each full-time temporary instructor in his/her division. This evaluation team shall be made up of the following membership:
 - The Dean of the division in which the instructor **to be** evaluated **is** placed;
 - **A** non-probationary instructor chosen by the **evaluatee** **to** act as a peer;
 - **A** non-probationary instructor selected by the Dean (one of **the** instructors must **come** from a different division) to receive information from students.
- d) **All** classroom **assessments** shall be done by the Dean, or designate.

ARTICLE 4
General Terms of Employment, cont'd

- e) When the assigned tasks have been concluded, the Dean, or designate, shall convene the evaluation team for the **purpose** of formulating an evaluation report.
- f) The evaluation report, written by the Dean, or designate, shall be read and signed, if found acceptable, by each member of the evaluation team.
- g) The Dean shall arrange to meet with the evaluatee for the purpose of discussing the evaluation report.
- h) Evaluation reports must clearly describe the teaching abilities of the evaluatee, including suggestions for improvement, if necessary.
- i) Following the first two years of employment, the evaluation process for instructors will be at the discretion of the Dean and Vice-president, Academic. It is the responsibility of the instructor to ensure that student questionnaires evaluating the performance of the instructor are conducted semi-annually **by** a non-probationary instructor chosen by the evaluatee.

4.3.3 REGULAR PROBATIONARY instructors shall be evaluated according to the following procedure:

- a) The Vice-president, Academic must determine at the beginning of the fall semester a list of the probationary instructors to **be** evaluated during the fall and winter semesters. Regular evaluation procedures will be followed after the first two years.

ARTICLE 4

General Terms of Employment, cont'd

- b) A regular probationary instructor shall be evaluated during each semester while on probation. Those regular probationary instructors who, for any reason during a given semester, are given no teaching assignment, may be evaluated during a later semester. Instructors shall be evaluated four times, as soon as possible, once they are appointed to regular probationary status.
- c) The Dean is responsible for setting up the evaluation team for each regular probationary instructor in his/her division. This evaluation team shall be made up of the following membership:
- The Vice-president, Academic, or designate;
 - The Dean of the division in which the instructor to be evaluated is placed;
 - A non-probationary instructor chosen by the evaluatee to act as a peer;
 - A non-probationary instructor selected by the Dean (one of the instructors must come from a different division) to receive information from students.
- d) All classroom assessments shall be done by the Vice-president, Academic, or designate.
- e) When the assigned task of each evaluation team member has been concluded, this shall be reported to the Vice-president, Academic, or designate, who shall then convene the evaluation team for the purpose of formulating an evaluation report,
- f) The evaluation report, written by the Vice-president, Academic, or designate, shall be read and signed, if found acceptable, by each member of the evaluation team.

ARTICLE 4

General Terms of Employment. cont'd

- g) When the evaluation report has been signed by all members of the evaluation team, the Dean shall arrange to meet with the Vice-President, Academic, or designate, and the evaluatee for the purpose of discussing the evaluation report. The evaluatee is required to sign the report as an indication of his/her awareness of its content.
- h) Should the evaluatee disagree with any part of the evaluation report, he/she may express such disagreement in writing, a copy of which would then be filed with the report.
- i) Evaluation reports must clearly describe the teaching abilities of the evaluatee, including suggestions for improvement, if necessary.
- j) The evaluation report presented to a regular probationary instructor at the end of his/her first probationary year must be submitted no later than April 1 of that probationary year. This report must inform the evaluatee of one of the following decisions:
 - The instructor's employment is to be terminated at the end of the fiscal year; or
 - The instructor is to be retained for one additional year on a regular probationary basis.
- k) At the end of the second probationary year, the evaluation report presented to a regular probationary instructor must be submitted no later than April 1. This report must inform the evaluatee of one of the following decisions:
 - The instructor is granted a regular appointment;
 - The instructor's employment is to be terminated at the end of the fiscal year;
 - In unusual circumstances and by mutual agreement, a third year of probation may be conducted.

ARTICLE 4
General Terms of Employment, cont'd

- l) The decision of the evaluation team shall be final with no appeal.
- m) When all phases of the evaluation process have been completed and the evaluation report has been signed by both the evaluators and the evaluatee, the evaluation report is presented to the President who signs it. The report is then placed in the file of the evaluatee.

4.3.4 Assessment of Regular Instructors

The performance of regular instructors shall be assessed annually by established policies as developed by the Faculty Association and approved by the President. These policies may be altered by the Faculty Association if approved by the President. The assessment process must include:

- a student questionnaire evaluating the performance of the instructor semi-annually and
- an opportunity for the Deans to formatively evaluate the instructor's performance annually and summatively every three years.

4.3.5 Deans will be evaluated annually by the Vice President Academic. Faculty in the Division will be consulted as part of the review process.

4.4 Dean Vacancy:

When a vacancy occurs in the position of Dean, the Vice President Academic will conduct a review, including discussion with the division concerned. The Vice President will make the recommendation on any appointment to the President.

4.5 Personnel Files:

Access to an instructor's personnel file shall be granted within a reasonable time. Such access shall occur not more than once each academic year, except in the event of a grievance.

ARTICLE 5

5.1.1 Grid

SALARY SCHEDULE
JULY 1999 to JUNE 2000

	F	E	D	C	B	A
Base	29,128	30,849	33,185	36,872	38,346	39,309
1	30,602	32,324	34,660	38,100	39,576	41,153
2	32,078	34,168	36,134	39,944	41,419	42,996
3	33,553	36,012	37,978	41,788	43,262	44,840
4	35,028	37,855	39,822	43,632	45,107	46,683
5	36,502	39,698	41,666	45,476	46,950	48,526
6	37,978	41,542	43,508	47,318	48,794	50,370
7	39,453	43,386	45,352	49,162	50,638	52,215
8	40,927	45,229	47,196	51,006	52,481	54,057
9	42,771	47,073	49,039	52,849	54,323	55,901
10	44,614	48,916	50,883	54,694	56,167	58,359
11	47,073	50,759	52,727	56,537	58,011	60,817
12	49,532	53,218	55,185	58,994	61,084	65,119

ARTICLE 5 cont'd

SALARY SCHEDULE
JULY 2000 to JUNE 2001

	F	E	D	C	B	A
Base	30,002	31,774	34,181	37,978	39,496	40,488
1	31,520	33,294	35,700	39,243	40,763	42,388
2	33,040	35,193	37,218	41,142	42,662	44,286
3	34,560	37,092	39,117	43,042	44,560	46,185
4	36,079	38,991	41,017	44,941	46,460	48,083
5	37,597	40,889	42,916	46,840	48,359	49,982
6	39,117	42,788	44,813	48,738	50,258	51,881
7	40,637	44,688	46,713	50,637	52,157	53,781
8	42,155	46,586	48,612	52,536	54,055	55,679
9	44,054	48,485	50,510	54,434	55,953	57,578
10	45,952	50,383	52,409	56,335	57,852	60,110
11	48,485	52,282	54,309	58,233	59,751	62,642
12	51,018	54,815	56,841	60,764	62,917	67,073

ARTICLE 5, cont'd

5.1.2 Qualifications for Grade Placement:

In general, recognition will only be given to the qualifications that are applicable to the area in which an instructor is teaching.

- GRADE A Earned Doctorate
- GRADE B (a) Masters Degree from a Canadian University, or its equivalent, plus a completed year on a doctoral program from a Canadian University, or its equivalent.
 or (b) Two Masters Degrees from a Canadian University, or its equivalent, each of which is applicable to the discipline in which the instructor gives instruction.
- GRADE C A Masters Degree from a Canadian University, or its equivalent.
- GRADE D A four year Bachelors Degree from a Canadian University or its equivalent:
 (a) plus one full year in a graduate program, but, lacking the Masters Degree or
 (b) one year of study in the required discipline at the appropriate level and length as determined by a committee consisting of the Vice-president Academic, the Dean concerned, one other instructor from the division chosen by the instructor applying for the promotion, plus one other faculty member from another division, chosen by the Vice-president Academic. The committee shall review applications and submit recommendations to the College President for approval, whose approval may not be unreasonably withheld.
- GRADE E (a) A four year Bachelors Degree from a Canadian University or its equivalent.
 or (b) A First Class power engineering certificate.
 or (c) Four years of study at a technical institute.

ARTICLE 5, cont'd

or (d) One journeyman ~~certificate~~ applicable to their area of instruction, plus one year of suitable training as determined by a committee consisting of: the ~~Vice-President, Academic, the Dean concerned, one other instructor from the division chosen by the instructor applying for the promotion, plus one other faculty member from another division, chosen by the Vice-President, Academic.~~ The committee shall review applications and submit recommendations to the College President for approval, whose approval may not be unreasonably withheld.

or (e) A combination of four years of study and journeyman certificates.

GRADE ~~F~~ All other instructors. Movement to Grade E may occur if a committee comprised of the Vice-president, Academic, the Dean concerned, one other instructor from the division chosen by the instructor applying for the promotion, **plus** one other faculty member from another division, chosen by the Vice-president, Academic agrees to the promotion. The ~~committee~~ shall review applications and submit recommendations to ~~the~~ College President for approval, whose approval may not be unreasonably withheld.

ARTICLE 5, cont'd

5.1.3 Increment Requirements for Initial Placement:

5.1.3.1 Post-Secondary Teaching Experience:

One increment will be granted for each one year of experience up to a maximum of six increments.

5.1.3.2 Secondary and Elementary Experience:

One increment will be granted for each two years of experience up to a maximum of six increments.

5.1.3.3 Other Experience:

Other experience related to the subject and considered by the Administration to be of specific value in the offering of that subject shall be considered for credit at the following rate:

one increment for each two years of approved experience to a maximum of six increments.

5.1.3.4 A combination of 5.1.3.1 and 5.1.3.2 and 5.1.3.3 shall not exceed six increments.

5.1.4 The College Board reserves the right to grant higher than normal initial salary placement on the grid to an instructor.

5.2 Salary Administration:

5.2.1 The College Board shall pay salary above the preceding schedule for the following services:

(a) Instructing in the Spring or Summer Session:

The remuneration to teach a forty-two hour credit semester course will be \$1,854 and the remuneration for laboratory instruction will be \$371 per fourteen hours of laboratory or tutorial work. The remuneration for the lecture, lab and tutorial instruction will increase a further 3% for 2000/2001 academic year.

ARTICLE 5, cont'd

- (b) Payment for teaching duties that have been determined by Deans Council to constitute an overload shall be such that the instructor receives overload pay determined by prorating his/her basic salary according to his/her workload, as approved **as** per 6.2.2, except for instructors in the Conservatory of Music and Dance, who will be paid at the prescribed hourly fee established for one student, regardless of the number in the group.

5.2.2 Promotion on Grid:

- (a) Promotion will be withheld only for just cause and on the recommendation of a committee consisting of the Vice-President, Academic, or designate, the appropriate Dean, and a regular instructor of the division, elected by the division. A notice stating the specific grounds for refusing promotion on the grid will be delivered to the instructor by April 1. Examples of just cause would include failure to follow the established policies for faculty assessment (Article 4.3.4) and unsatisfactory instructional performance.
- (b) Promotion to the next step on the salary grid shall follow for regular instructors at the completion of a full year's satisfactory service with the College, up to a grade maximum. Promotions will take place as of July 1.
- (c) If a faculty member completes a program of study during the year and is entitled to move to another grade, the adjustment may be made either January 1 or July 1, whichever falls first following receipt by the Vice-president, Academic of proof of the completion of all requirements for the designation.

ARTICLE 5, cont'd

- 5.2.3 Annual salary for regular, temporary and probationary full-time instructors shall be paid in equal monthly instalments after appropriate deductions have been made. Salaries for temporary part-time instructors shall be paid in the same manner during the period of their appointment. Upon request, a full-time instructor may have his/her normal June salary cheque paid three banking days before the end of May. Request for this privilege is to be in the hands of the Vice President of Student and College Services prior to May 15.
- 5.2.4 Monthly salary shall be paid three banking days prior to the end of the month.
- 5.2.5 Salary for Temporary Instructors:
- (a) Full-time:
Full-time temporary instructors may be paid 75% of the salary determined by their grid placement for their first year of service. After one year of successful teaching, such instructor shall be moved from 75% to 100% of the salary placement for any subsequent temporary appointments. Salary includes an allowance for holiday pay. Temporary instructors must perform all instructional and administrative duties in connection with their position for the term of their contract. Their responsibilities will end when the contract period has been completed. After their first year of service, they are eligible for staff professional benefits and teaching credits towards professional leave.
- 5.2.5 (b) Part-time:
Part-time instructors shall be placed on the base of the faculty grid in the grade which represents the minimum requirements for the teaching assignment. If the actual academic qualification held by a person is less than the minimum but, for other reasons, is considered acceptable, the rate of pay shall be based on the actual qualification. The instructor would receive 75% of the salary indicated.
- e.g. $\frac{\text{hours of instruction}}{\text{max. hrs. of range for dept.}} \cdot \text{grid placement (dollars)} \cdot 0.75$

ARTICLE 5, cont'd

When a part-time instructor has accumulated the number of hours equivalent to a year's experience, he/she shall be moved to the next step in the grid.

When a part-time instructor has accumulated 600 contact hours, the instructor will receive 85% of the salary indicated.

An instructor who has accumulated 600 contact hours and is teaching 25% or more of the maximum of the category in a given semester will receive 100% of the salary for that semester using the formula of

$(\text{hours of instruction} / \text{maximum of hours of category}) \cdot \text{grid placement}$

Notwithstanding the above formula, a part-time instructor who teaches in the workload range will receive a salary equitable to a full-time instructor.

Part-time faculty who are paid on this basis are expected to participate in additional activities as outlined in Article 6.

When an instructor has accumulated 600 contact hours and is assigned split classes, program development or coordinating duties, the Dean may recommend to the Vice President Academic that the instructor be paid 100% of the salary range for that year using the formula $\text{hours of instruction} / \text{maximum hours of the range}$ for that category.

An instructor returning to work part-time at the College after retirement or termination, shall be paid at the base of the minimum qualifications required for the teaching assignment, notwithstanding his/her actual academic qualifications.

All salaries in this section include an allowance for holiday pay and employee benefits.

ARTICLE 5, cont'd

(c) Part-time Clinical Nursing Instructors:

Payment for part-time clinical Nursing instruction will be paid at the hourly rate of **\$42.00**. This rate is inclusive of all preparation, including orientation and marking, maintaining records, and attending meetings.

(d) Instructors in Section **5.2.5(b)** and **5.2.5(c)** are not eligible for professional leave. **An** instructor who has accumulated 600 contact hours and is teaching 25% or more of the maximum of the category range in a given semester, shall be entitled to employee benefits on a pro rata basis for that semester.

5.2.6 No claim for salary adjustment will **be** considered beyond **the terms of the** current collective contract. In no case will any ~~experience/training~~ claim retroactive to a period prior to July 1 in any year **be** considered.

ARTICLE 6

Teaching Responsibilities

6.1 General Responsibilities

6.1.1 Presence on Campus:

Instructors shall, in addition to instructional hours, participate in student guidance, discipline-specific and committee work, and other administrative duties related to their course responsibilities. To fulfil this responsibility, all full-time instructors will maintain a visible presence on campus during the regular teaching week and year when not on vacation or attending an approved professional development activity. Instructors are encouraged to attend special events celebrating the achievements of students and colleagues.

6.1.2 Permission to be Absent from Campus:

Permission to be absent from the campus during the instructor's scheduled teaching year (including their scheduled examination periods) must be arranged in advance with the Dean. Divisional meetings that require any instructor's attendance for the purposes of planning, grade assessment, course changes, etc., should be held within this time period or as close as possible to it.

6.1.3 Office Hours

Each instructor shall post a schedule indicating a minimum of 5 hours per week that he/she will be in attendance in their office and available for course counselling. These office hours will be set for the convenience of students and will be scheduled from Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m. The five posted hours must be approved by the Dean.

6.1.4 Intersession

The Intersession period, exclusive of vacation, shall be used for curriculum improvement, course development, program review, divisional meetings, and College committee work, as determined by the Dean. Individual developmental activities may be arranged only after obligations to the teaching responsibilities are fulfilled. Developmental activities that normally consist of research and study are arranged by mutual agreement with the Dean, and as approved by the Vice President Academic.

ARTICLE 6
Teaching Responsibilities (cont'd)

6.1.5 Medicine Hat College encourages faculty to become involved in entrepreneurial activities related to their own fields of expertise. However, as the primary employer of full-time faculty, Medicine Hat College requires that individual faculty members not become engaged in teaching activities that directly compete with the College's current program offerings. Faculty members must disclose such external teaching activities to the appropriate Dean and to the Vice President Academic, to ensure that conflicts with the College's current program offerings does not occur.

6.2 Workload:

6.2.1 Workload Flexibility:

It is agreed that various programs of instruction differ sufficiently in the nature of the instructional assignment that it is neither practical nor equitable to expect instructors in different programs to have the same number of classroom contact hours. Within a particular department or program, there may be considerations such as class size, number of different course preparations, method of instruction, use of teacher aides, etc. which would justify variation in the number of classroom contact hours assigned to instructors. To accommodate the differences between programs and allow flexibility within a given program, a workload range has been established for different categories of programs offered. Each division, using the appropriate category of workload range, shall determine the specific instructor's workload hours. Once so determined, any increase in workload hours beyond this value for the specific instructor, even within that category's range, will constitute an overload for that year.

ARTICLE 6
Teaching Responsibilities (cont'd)

- 6.2.2 Procedure to Assign Workloads:
The responsibility for workload lies with each individual division and is assigned by consultation between instructors as a group within a given discipline and the Dean.
- (a) Each faculty division shall establish a committee(s) to review workloads for its specific area(s). The committee(s) will establish its own criteria for determining instructors' specific hours within the range for their category. Some of the criteria to be considered include: number of preparations, number of students, expertise required, and percentage of laboratory/practicum/studio. Whenever reasonable, the committee(s) may assign workload over a two-year period.
- (b) After the divisions have finalized their workload proposals, Deans Council shall meet in the winter semester and such other times as may be required to review and approve proposed workloads presented by the various divisions for the following College year.
- (c) Should Deans Council disagree with the workload allocation as submitted, the division committee will be notified of the workload concerns. The division committee will then have the opportunity to defend their workload proposal before Deans Council, or submit a revised workload that addresses these concerns. If, by August 1, the workload committee does not submit a workload allocation which is acceptable to Deans Council, Deans Council may assign the workload allocation, provided the assignment is made reasonably and fairly and not inconsistently within the collective agreement.
- (d) Following approval by Deans Council, information regarding workload assignments will be made available to all members of the faculty.
- 6.2.3 **a)** In considering annual division workloads, Deans Council shall use the following schedule as a guide for instructor classroom contact hours:

ARTICLE 6
Teaching Responsibilities (cont'd)

WORKLOAD SCHEDULE
JULY 1, 1999 -JUNE 30, 2000

CATEGORY 1	RANGE OF HOURS
Includes courses transferable to at least two of the University of Alberta, University of Calgary, the University of Lethbridge, and Athabasca University in the disciplines of Humanities & Social Sciences, Sciences, Commerce, Management, and Physical Ed.	Minimum: 420 hrs. Maximum: 462 hrs.
CATEGORY 2	
Includes courses and programs leading to a one-year certificate or a two-year diploma in the disciplines of Nursing, Travel, Business, Computer Technology, Computer-Aided Drafting, Office Technology, Rehabilitation Services, and Early Childhood Education.	Minimum: 462 hrs. Maximum: 504 hrs.
CATEGORY 3	
Includes courses and programs in the fine arts discipline (Visual & Performing Arts).	Minimum: 538 hrs. Maximum: 576 hrs.
CATEGORY 4	
Includes courses and programs leading to entrance into college-level education (College Preparation).	Minimum: 580 hrs. Maximum: 660 hrs.
CATEGORY 5	
Includes courses and programs in the disciplines of apprenticeship trades and power engineering.	Minimum: 660 hours Maximum: 720 hours

ARTICLE 6
Teaching Responsibilities (cont'd)

WORKLOAD SCHEDULE
EFFECTIVE JULY 1 2000

CATEGORY 1	RANGE OF HOURS
Includes courses transferable to at least two of the University of Alberta, University of Calgary, the University of Lethbridge, and Athabasca University in the disciplines of Humanities & Social Sciences, Sciences, Commerce, Management, and Physical Ed.	Minimum: 420 hrs. Maximum: 482 hrs.
CATEGORY 2	
Includes courses and programs leading to a one-year certificate or a two-year diploma in the disciplines of Nursing, Travel, Business, Computer Technology, Computer-Aided Drafting, Office Technology, Rehabilitation Services, and Early Childhood Education.	Minimum: 482 hrs. Maximum: 504 hrs.
CATEGORY 3	
Includes courses and programs in the fine arts discipline (Visual & Performing Arts)	Minimum: 504 hrs. Maximum: 550 hrs.
CATEGORY 4	
Includes college preparation courses taught in the traditional lecture / lab format	Minimum: 580 hrs. Maximum: 680 hrs.
CATEGORY 5	
Includes Power Engineering and Health Care Aide	Minimum: 640 hours Maximum: 700 hours
CATEGORY 6	
Includes courses and programs in the disciplines of Apprenticeship Trades	Minimum: 660 hrs. Maximum: 720 hrs.
CATEGORY 7	
Includes ABE, ESL, and the Open Learning Centre	Minimum: 900 hours Maximum: 1100 hours

ARTICLE 6
Teaching Responsibilities (cont'd)

In most cases, the workload for part-time instructors should be calculated at the maximum of the appropriate range.

6.2.4 Program Changes

Instructional contact hours are based on the total number of hours per semester assigned to the instructors' courses as stated in the college calendar for the academic year in question and for assigning course credits. A change in these course hours for an entire program (a minimum of five full-time equivalent instructors) is considered a contractual issue. The Faculty Association has the right to require the opening of the respective workload range for negotiations.

6.2.5 Equivalencies

In determining contact hours, certain activities shall be accounted for in terms of the following equivalencies:

Coaching:

Tournament Sports ———→ 9 classroom contact hours

League Sports —————→ 140 classroom contact hours

Activity courses receive two-thirds the same value as a University Transfer theory course.

6.2.6 More than one Category:

When determining an instructor's contact hours, the annual workload will be dictated by the range in the category in which 2/3 of his/her normal workload is allocated. (See 6.2.3a).

6.2.7 Faculty Association Activity Release Time:

The Faculty Association has the option to replace up to 50% per semester of an executive member's workload. The Faculty Association will be responsible for the salary costs of the replacement. The hiring of the replacement will follow the normal hiring procedures for instructional staff.

ARTICLE 6

Teaching Responsibilities (cont'd)

6.3 Exceptions:

6.3.1 Overload:

In general, compensation for overload (i.e. an assigned instructional workload in excess of the specific instructor's workload which was determined from the appropriate category's workload range as specified in Section 6.2.3) will be considered only when it has been determined that aides or part-time instructors cannot be hired to alleviate the overload. To ensure academic quality, overload should be discouraged and only permitted as a result of a crisis situation, i.e. sickness, resignation, etc. Overload assignments will be made with the mutual consent of the Dean and the instructor. In all cases, overload situations must be reviewed and approved by Deans Council.

6.3.2 Course Secondment

If an instructor teaches a course for a university or other college, this may be either as an overload or as part of the workload. If it is overload, the instructor will be paid directly by the university or college concerned. If it is part of his/her load, the course will be treated for load purposes as though it were one of the Medicine Hat College's courses and the instructor will receive the same salary from the College as he/she normally would receive. The College will be reimbursed from the university or other college for his/her services.

6.3.3 Underload

As a temporary measure, if an instructor is below the normal workload, this underload may be made up as mutually agreed upon in the following ways: program development, continuing education, community services, assistance to the Dean, research, drama, counselling, special administrative duties, extracurricular activities, etc.

ARTICLE 6

Teaching Responsibilities (cont'd)

- 6.3.4 Evenings /Weekends
When evening and/or weekend classes are part of an instructor's load, every effort will be made to avoid early morning classes the following day. **An** instructor shall not be required to offer more than one full course during an evening or on Saturday without his/her approval.
- 6.3.5 Program Development
Instructors hired to teach in an area or program under development may be allowed a reduced workload. **The** workload reduction must have the approval of Deans Council.
- 6.3.6 Spring/Summer Session:
Workloads may be arranged differently to provide more opportunities for students during the Spring/Summer session. Administration has the right to assign workloads during the Spring/Summer session provided they exercise the right reasonably and fairly and not inconsistently within the collective agreement. This would provide the opportunity for faculty members to have a lower workload during the regular Fall and Winter semesters.
- 6.3.7 Intersessional Responsibilities
Teaching duties for the College shall be assigned during the Fall and Winter semesters and Spring session provided they are assigned reasonably and fairly and not inconsistently within the collective agreement. If annual workload requirements cannot be completed during the Fall and Winter semesters, the remaining workload may be assigned during the Spring session as defined by the College Calendar. An instructor, with the agreement of the Dean and Deans Council, may consider either the Fall or Winter semester as their intersession. Any teaching assignment agreed to during this time would receive payment as per Section 5.2.1(a) of this contract. **At** least four consecutive weeks of vacation time must be provided for each full-time instructor. Every instructor is expected to be on campus two weeks prior to commencing their teaching duties unless otherwise arranged for with their Dean.

ARTICLE 6
Teaching Responsibilities (cont'd)

6.4 Off-Campus Assignment

Off-campus workload is any teaching assignment which requires travel outside of the City limits of Medicine Hat.

6.4.1 (a) Instructors hired after June 30, 1992 may be assigned to teach in alternate locations as a requirement of employment. Instructors hired prior to July 1, 1992 have the right of refusal with respect to an off-campus teaching assignment. If an instructor, hired prior to July 1, 1992, refuses an off-campus teaching assignment, such refusal does not prejudice his/her employment at the College.

(b) When making off-campus assignments, the College shall consider both the best interests of the instructor as well as the best interests and purpose of the College. Such things as:

- i. Rotation of assignments where possible;
- ii Availability of numerous qualified instructors;
- iii Personal problem areas with specific instructors;

shall be considered when offering assignments.

By the same token, the instructors in the Faculty Association shall recognize and consider both the interests and purpose of the College. Such things as:

- i The recognized responsibility to participate in off-campus assignments;
- ii The right of consent shall not be unreasonably withheld;

shall be considered when offered assignments.

(c) When a faculty member who teaches the majority of his/her hours at one campus agrees to teach at another campus, the instructor shall receive financial remuneration of \$20 per return visit, plus up to \$30 for expenses with receipts, for inter-campus travel.

ARTICLE 6
Teaching Responsibilities (cont'd)

6.5 Statutory Holidays & Vacation:

6.5.1 Annual

Instructors are allowed all paid holidays as indicated in the College Calendar. Vacation will be taken during the contract year from July 1 to June 30. Unless altered by written permission of ~~the~~ Dean, whose permission will not be unreasonably withheld, all full-time instructors are to be on campus ~~two~~ weeks prior to the commencement of class instruction.

6.5.2 Days

All full-time employees covered by this contract shall **be** entitled to forty-four working days of paid vacation. Written permission to be on vacation must **be** obtained from the Dean.

6.5.3 Accumulation

Vacation time cannot **be** accumulated from one contract year to the next. The maximum annual vacation time allowed a faculty member cannot exceed forty-four days.

ARTICLE 7

Related Benefits

7.1 General:

7.1.1 Medical, Hospital Insurance, Life Insurance and Accidental Death and Dismemberment Insurance, and Dental Health Insurance.

- (a) The College Board will pay 100% of the premium for Alberta Health Care Insurance, Extended Health, Life Insurance, and Accidental Death and Dismemberment Insurance for all eligible instructors. Insurance plans are to be selected by mutual agreement between the College Board and the Faculty Association. The College Board will continue to pay premiums for the above benefits for a period not to exceed one year while an eligible individual is on total disability.
- (b) The amount of life insurance is four times the annual earnings, rounded to the next highest \$1,000, with a maximum coverage of \$300,000.
- (c) A basic dental plan, plus 50% Extensive Dentistry and 50% Orthodontics for dependent children, with cost shared 25% by the individual faculty member and 75% by the Board.

7.1.2 Pension Plan:

The College will make the required deductions from the salaries of all eligible instructors for the Local Authorities Pension Plan. All eligible instructors will be required to participate in the Local Authorities Pension Plan.

7.1.3 Long Term Disability Insurance:

The individual eligible instructor will pay 100% of the premium. The plan is to be selected by mutual agreement between the College Board and Faculty Association. An instructor will, after ninety calendar days of continuous illness, be transferred from the College pay scale and be given the benefit of the Long Term Disability Insurance Plan, as well as the benefits of Section 7.1.5.

The Board will undertake to provide the Long Term Disability benefit at an amount equal to what the insurance company pays for a period from the ninety-first (91st) day of disability through and inclusive of, the one hundred twentieth (120th) day of disability.

Long Term Disability benefit is 60% of regular monthly salary with a maximum of \$5,000 per month.

ARTICLE 7
Related Benefits cont'd

- 7.1.4 Maternity Leave:
At the request of a faculty member, maternity leave without pay, to a maximum of one year shall be granted. Commencement and termination of the leave shall be left to the discretion of the faculty member, ~~the~~ Dean and the Vice-president, Academic. If an instructor's Maternity Leave commences during either the Fall or Winter Semester, her salary shall ~~be~~ calculated as follows:
- Her current salary x $\frac{\text{Number of days worked}}{260 \text{ working days per year}}$
- 7.1.5 Instructors suffering from a mental or physical condition which makes it impossible to instruct or associate with students shall be given leave of absence without pay for a period of up to two years.
- 7.2 Academic Benefits:
- 7.2.1 Travel on College Business:
Travel related to teaching duties as authorized by the President or his/her representative will ~~be~~ paid for at the official College rate. It is understood that such items must be included in the instructional budget.

ARTICLE 7
Related Benefits cont'd

7.2.2 Faculty Professional Development

7.2.2.1 Faculty Professional Development Fund

The College will contribute annually to a fund known as the Faculty Professional Development Fund an annual amount of money equal to \$300,000 beginning July 1, 1998. The annual cost of professional development shall not exceed the amount of money in this fund. The fund shall not accumulate from year to year except as described in Article 7.2.3.

7.2.2.2 Professional Development Fund Criteria

It is recognized that these funds are to provide professional leave, short-term professional activities, membership dues for professional associations, tuition and books for further education, computers and other hardware or software for educational purposes, travel to professional meetings, research and for other reasons that are deemed to be of a professional development nature for the instructor and of value to the discipline, Division and College.

Receipts verifying expenditure are required for auditing purposes.

Movement on the grid, or grade, as a result of the professional development activities must be approved, in writing, and in advance of the activity, by the Vice President Academic. Unless written approval is obtained, movement on the grade or grid will not occur.

7.2.3 Individual Allotment

From the Faculty Professional Development Fund, funds will be allocated for professional development based upon an amount of \$700 each year for each full-time regular instructor and for each full-time temporary position after their first year as set out in section 5.2.5 (a). Each individual full-time faculty member will be entitled to \$700 each year, as well as any accumulated funds. This fund is to be administered by the Division, subject to the approval of the Dean, and whose approval may not be unreasonably withheld.

The Dean may arrange for the fund to accumulate over two years for a faculty member if notified, in writing, by June 30 of the current year. To accumulate the fund over two years, the balance must exceed \$50.

ARTICLE 7
Related Benefits cont'd

Instructors may apply for additional funds to support professional development activities according to criteria described in Article 7.2.2.2. Requests for these additional funds shall be made to the Faculty Professional Development Fund Committee.

7.2.4 **Professional Leave**

(a) A regular full-time faculty member is eligible for Professional Leave after serving three consecutive years following a previous period of leave for which financial assistance was provided by the College.

(b) Those eligible shall apply in writing prior to October 1 to the Vice-President, Academic, who will refer the application to Deans Council. Deans Council will consider both the benefit of the Professional Leave to the College, as well as the individual.

(c) The recommendation of Deans Council shall be submitted to the President for final decision. Such recommendation will indicate whether or not the faculty member will be moved on the grade or grid, in accordance with Clause 5.1.2. **Unless** written approval from the Vice President Academic is obtained, movement on the grade or grid will not occur.

(d) Professional Leave will consist of one full semester in length (September to December, or January to April). While on Professional Leave, the faculty member will, as hereinafter provided, receive 80% of one-half (1/2) of the annual salary he/she would have received had he/she remained in his/her instructional duties.

(e) If the staff member wishes to take two consecutive semesters of Professional Leave, such may be granted at the discretion of the College Board. The faculty member will receive:

- 1) 40% of salary after three years of service with the College;
- 2) 53% of salary after four years of service with the College;
- 3) 66% of salary after five years of service with the College;
- 4) 80% of salary after six years of service with the College.

ARTICLE 7
Related Benefits cont'd

(f) The faculty member may receive outside assistance in the form of grants or scholarships, but the College President reserves the right to approve or to refuse engagement of the teacher in remunerative employment while on **such** leave.

(g) If the sum of the outside assistance and the Professional Leave salary, less reasonable travelling expenses, exceeds the basic College salary, the Professional Leave salary will be reduced to maintain the total figure at the basic College salary.

(h) If, during his/her absence on Professional Leave, a faculty member's salary is increased, he/she will receive the benefit of such a change in calculation of Professional Leave salary, and shall retain his/her standing on the staff.

(i) During the Professional Leave, the faculty member will be eligible for benefits under Section 7.1 of the contract. The granting of paid leave will not interfere with normal salary increment.

(j) After having enjoyed one semester of Professional Leave, **the** instructor shall be expected to return to the College for a period of at least one year. After **a** leave of two semesters, he/she shall be required to return for a period of two years. Failure to complete this obligation will result in repayment of a proportionate amount of the Leave salary received.

(k) Faculty members, while on sabbatical leave, will be entitled to the \$700 individual allotment which is given each year, and may apply for additional funding as described in Article 7.2.3.

(l) If a faculty member makes application for a Professional Leave after serving for **a six** year period of time, and the leave is not granted for any reason, the faculty member is entitled to ~~commence~~ accumulate years of service toward another leave, and still retain the right to his/her first earned Professional Leave.

ARTICLE 7
Related Benefits cont'd

7.2.5 **Short-Term Professional Development Activity**

Using the unspent portion of the Faculty Professional Development Fund, after providing for the individual allotment and professional leave under Articles 7.2.3 and 7.2.4 respectively, the remaining funds shall be used to fund short-term professional development activities. Instructors may apply for funds for short-term training, research and other educational experiences which will enhance and develop their effectiveness in the classroom. Applications for funding will be considered on how beneficial the activity will be for the instructor, the students, and the institution from both a pedagogical and discipline standpoint.

Requests for additional funds under Article 7.2.5 shall be made to the Faculty Professional Development Fund Committee as defined by the criteria set out in Article 7.2.2.2 and the guidelines developed from these criteria. The Faculty Professional Development Fund Committee shall review applications and submit recommendations to the College President for approval, whose approval may not be unreasonably withheld. Changes to Faculty Professional Development Fund guidelines, as suggested by the Faculty Professional Development Fund Committee, will be presented for agreement at the Faculty Association General Meeting. The proposed guidelines will then be forwarded to the College President for their approval, whose approval will not be unreasonably withheld.

ARTICLE 7
Related Benefits cont'd

7.2.6

Leave Without Pay:

- (a) If, in the judgement of the College President, it is considered to be in the best interest of the College, a regular instructor may be granted up to two years leave with or without pay. Prior to the granting of such leave, a recommendation regarding advancement, or otherwise, on the salary grid will be submitted by Deans Council to the College President. The College President will inform the faculty member of the decision before he/she actually commences the period of leave.
- (b) During a leave-of-absence year granted for educational purposes, the College will cover the employer's normal portion of the cost of the following benefits: Medical Insurance, Hospital Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Health Insurance, Pension Plan, Long-Term Disability Insurance. The individual who takes leave without pay must stipulate the benefits he/she wishes to take and must make the matching contribution where this applies.

7.2.7

Tuition Waivers

Each full-time faculty member and each person of his/her immediate family, providing they have been living for the previous two years with the faculty member, shall be entitled to enrol in college sponsored credit courses without payment of tuition fees subject to the following conditions:

- (a) Each person in the member's immediate family are entitled to a maximum of ten course waivers per calendar year to a maximum of twenty course waivers.
- (b) Conservatory, Community Education, cost recovery, and brokered programs are exempt from tuition waivers.

ARTICLE 7
Related Benefits cont'd

- (c) Part-time faculty are entitled to a tuition waiver, except in Conservatory, Community Education, cost recovery, and brokered programs they themselves take at Medicine Hat College. To be eligible, the faculty member must instruct at least 84 hours the semester in which they apply for a tuition waiver.
- (d) Full-time faculty and their spouses and dependents, when taking non-credit Community Education courses at Medicine Hat College, shall pay fifty percent (50%) of the normal tuition fee. Part-time faculty, who teach at least 84 hours in a semester, shall pay fifty percent (50%) of the normal tuition fee of a non-credit Community Education course given in the semester they are eligible.
- (e) Student Association fees, building fees, athletic fees, material fees, and all other fees are exempt from tuition waivers.
- (f) In order to qualify for the reduced fee for the non-credit course(s) at Medicine Hat College, the course(s) must be self-supporting from participants paying full tuition.

ARTICLE 8
Grievance Procedure

- 8.1 An instructor with a grievance shall follow the procedure outlined in this clause.
- 8.1.1 Present the grievance, in writing, to the President of the Faculty Association, who shall call a special meeting of the Association to discuss the grievance. ~~Such~~ written submission shall be made within fifteen days from the date of the incident giving rise to the grievance, or from the date the grievor first had knowledge of the incident, whichever is later.
- 8.1.2 If the Faculty Association votes to support the grievance, they will approach the College Board with the grievance.
- 8.1.3 If the Faculty Association votes not to support the grievance, then within seven days from the Association's decision:
- (a) The instructor may appeal to the College Board in writing, stating the grievance and why the instructor feels the Faculty Association did not give a fair hearing to the grievance.
 - (b) If the instructor appeals to the College Board, the Faculty Association will forward to the Board a ~~written~~ statement as to why they did not support the grievance. The College Board will not hear a grievance that has not first been considered by the Faculty Association.
- 8.1.4 A grievance presented to the Board shall be referred to the committee established in Section 3.1.2. A unanimous decision rendered by this committee will be binding on both parties. If the decision of the committee is not unanimous or it is not settled within thirty days of the Faculty Association's or the instructor's approach to the Board, the procedures outlined in Article 9 for Arbitration shall apply.
- 8.1.5 Any deadline may be extended by mutual agreement between both parties.

ARTICLE 9

Arbitration

- 9.1 If any difference arises as to the interpretation, application, operation, or any contravention or alleged contravention of this agreement, or as to whether any such difference can be the subject of arbitration, the parties or persons affected by the difference agree to meet and endeavour to resolve the difference.
- 9.2 If the parties are unable to resolve any difference referred to in clause 9.1, either party may notify the other in writing of its desire to submit the difference to arbitration.
- 9.3 The notice referred to in Clause 9.2 shall contain a statement of the difference, and shall:
- (a) indicate that the party is willing to submit the difference to a single arbitrator, suggesting one or more names of persons it is willing to accept as arbitrator, or
 - (b) indicate that the party wishes an arbitration board to be established, stating the name of its appointee to the arbitration board.
- 9.4 On receipt of a notice indicating that a party is willing to submit the difference to a single arbitrator, the party receiving the notice:
- (a) if it agrees to the appointment of a single arbitrator and it accepts one of the persons suggested to act as arbitrator, it shall, within seven days, notify the other party accordingly, and the difference shall be submitted to the arbitrator, or
 - (b) if it agrees to the appointment of a single arbitrator but does not accept the one or more persons suggested by the party sending the notice, it shall, within seven days, notify the other party accordingly, and send one or more names of the persons it is willing to accept as single arbitrator.

ARTICLE 9
Arbitration cont'd

- 9.5 If the parties are unable to agree on a person to act as single arbitrator:
- (a) they may jointly request the Chairman of the Labour Relations Board under the Labour Relations Act to appoint a single arbitrator, or
 - (b) either party may serve the other with a notice indicating that it wishes an arbitration board to be established, stating the name of its appointee to the arbitration board.
- 9.6 On receipt of a notice referred to in clause 9.3(b) or a notice referred to in clause 9.5(b) indicating that the party sending the notice wishes an arbitration board to be established, the recipient of the notice shall, within seven days, notify the other party of the name of its appointee to the arbitration board.
- 9.7 On the appointment of two appointees to an arbitration board, they shall, within seven days of the appointment of the second of them, appoint a third person as a member who shall be the chair.
- 9.8 If, within the required time:
- (a) the recipient of a notice fails to appoint a person as member of an arbitration board, or
 - (b) the two appointees fail to agree on a member and chair of the arbitration board, either or both parties may request the Chairman of the Labour Relations Board under the Labour Relations Act to appoint a person as a member or as member and chair, as the case may be.
- 9.9 Notwithstanding clauses 9.2 to 9.8, the parties may jointly request the Chairman of the Labour Relations Board under the Labour Relations Act to appoint a single arbitrator.

ARTICLE 9

Arbitration cont'd

- 9.10 The single arbitrator or arbitration board, as the **case** may **be**, shall hear and determine the difference, and shall issue an award in writing. The award is final and binding **on** the parties and on any employee affected by it.
- 9.11 In the **case** of an arbitration board, **the** decision of the majority of **the** members is the award **of** the board, but **if** there is no majority, the decision of the chair governs, and his/her decision is the award **of** the arbitration board.
- 9.12 Each party to the difference shall bear the expense of its respective appointee to the arbitration board, and the two parties shall share equally the expenses of the chair.
- 9.13 If a single arbitrator is appointed, the **two** parties shall share equally his/her expenses.
- 9.14 Except as permitted by Clause 9.15, the single arbitrator or arbitration board, by its award, shall not alter, amend, or change any **terms** or conditions **of** the collective agreement.
- 9.15 If a single arbitrator or an arbitration board, by its award, determines that an employee has been discharged or otherwise disciplined by an employer for **cause**, and the **collective** agreement does not contain a specific penalty for **the** infraction that is **the** subject matter **of** **the** arbitration, **the** single arbitrator or **the** arbitration board may substitute some other penalty for **the** discharge or discipline that to it seems just and reasonable in all the **circumstances**.


ARTICLE 10

General Clauses

- 10.1 All previous agreements or contracts between or affecting the College Board and the Faculty Association are hereby cancelled except as outlined in the attached Memorandum of Understanding.
- 10.2 Nothing herein contained shall reduce the regular salary of a regular instructor below the amount paid in the year immediately prior to the effective date of this contract.

**THIS CONTRACT IS ACCEPTED BY THE BOARD OF GOVERNORS
AND THE FACULTY ASSOCIATION OF MEDICINE HAT COLLEGE**

SIGNED THIS 13 DAY OF Peed-, 1999



PRESIDENT, FACULTY ASSOCIATION



CHAIR, BOARD OF GOVERNORS



CHAIR, FACULTY ASSOCIATION
NEGOTIATING COMMITTEE



CHAIR, BOARD OF GOVERNORS
NEGOTIATING COMMITTEE



MEMORANDUM OF AGREEMENT

BETWEEN THE
MEDICINE HAT COLLEGE

BOARD OF GOVERNORS NEGOTIATING COMMITTEE

AND THE

FACULTY ASSOCIATION NEGOTIATIONS COMMITTEE

A representative committee will be formed to review the clauses in Article 5 and Article 6, including workload and grid placement.

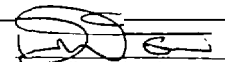
This committee will prepare its recommendations and present them to the Negotiations Committee of the Faculty Association and Board of Governors.

The recommendations will not be binding on either party, but will provide guidance for negotiations.

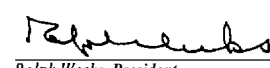
SIGNED THIS 13^U DAY OF DECEMBER, 1999.



Ron Hill, Chair
Board of Governors Negotiating Committee



Derek Werner, Member,
Board of Governors Negotiating Committee



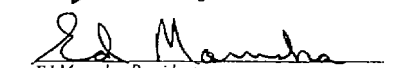
Ralph Weeks, President
Medicine Hat College



Robert Arthur, Chair,
Faculty Association Negotiations Committee



William Singh, Member-at-Large,
Faculty Association Negotiations Committee



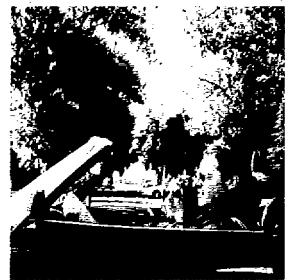
Ed Maruska, President
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www.mhc.ab.ca



Local Authorities
PENSION PLAN

securing your future, together



MEMBERS' HANDBOOK

Understanding
your pension plan

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This handbook provides *general information only*. Should anything in this *handbook* conflict *with* the governing *legislation*, the *legislation* shall apply.

2nd Edition
August 2000



INTRODUCTION

This booklet provides a brief overview of your choices and benefits, and other information about the pension plan. Please read it carefully so you can take full advantage of your membership in the plan. Words appearing in bold are defined in the Glossary at the back of the booklet.

The Local Authorities Pension Plan (LAPP) was established in 1962 for employees of local authorities in Alberta. These include cities, towns, villages, municipal districts, hospitals, colleges, school boards, and many other public service organizations. LAPP is administered by Alberta Pensions Administration (APA).

The plan is a defined benefit plan, which means you will receive a pension based on your salary and years of service. It is financed by member and employer contributions and by investment earnings.

This type of pension plan has many advantages for members. It enables you to plan for your retirement because you can estimate your future pension income. The pension plan assures you a specified lifetime income regardless of market conditions and how long you live.

LAPP is an important part of your preparation for a secure level of retirement income. Even if you are many years away from retiring, there may be choices available to you that will enhance your future benefits.



Information Sheets

Information sheets that provide more detail are available on many of the topics introduced in this booklet. You'll find this symbol throughout the handbook beside the corresponding topic. The information sheets are listed on page 19 and are available from your human resources office or Alberta Pensions Administration.

You can also contact Alberta Pensions Administration by:

Phone: (780) 427-5101
Fax: (780) 421-1652
Toll-free in Alberta: 1-800-358-0840
E-mail: lapp.pb@apa.gov.ab.ca
Web site: www.lapp.ab.ca

or write to:

3rd Floor, Park Plaza
10611-98 Avenue
Edmonton, Alberta T5K 2P7



Whenever there is a time limit on a feature of the plan, this symbol will appear.

JOINING THE PENSION PLAN

Who is eligible to join the *plan*?

If you're a full-time (at least 30 hours per week) permanent employee, you automatically become a member of the plan as soon as you start your employment. Your employer may, however, delay entry into the plan for some classes of employees for up to one year during a probationary period.

If you're employed on a full-time basis for a predetermined period, you may participate if your employer has a policy to enroll you.

If you're employed on a part-time (at least 14 hours per week) permanent basis, you may participate depending on your terms of employment.



CONTRIBUTIONS

Your contributions* to the plan, as of September 1, 1998 are:

4.025% of your pensionable salary up to the Year's Maximum Pensionable Earnings (YMPE), plus 5.9% of any portion of your pensionable salary which is over the YMPE.

Your employer's contribution rate is one percentage point more than yours (5.025% and 6.9%). Your contributions are tax deductible and are made through payroll deduction. Both your contributions and your employer's go directly to the Local Authorities Pension Plan fund. The fund is invested in a diversified portfolio under the direction of the Local Authorities Pension Plan Board of Trustees.

Note": Contribution rates are set by the Local Authorities Pension Plan Board of Trustees and may change due to the funding requirements of the plan.

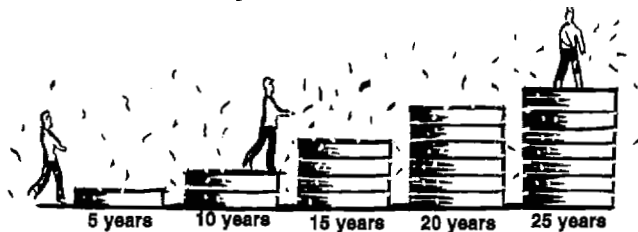
LAPP MEMBERSHIP

LAPP membership is based on the number of calendar days between the day you start contributing to LAPP and the day contributions end.

The length of time you are a member will determine the type of benefits you can receive.

PENSIONABLE SERVICE

Pensionable service refers to the years of employment credited to you by your employer and for which you contribute to the pension plan. Your future pension payments will be based on your number of years of pensionable service and your salary.



The maximum pensionable service you can accumulate is 35 years. The minimum length of LAPP membership you need to qualify for a pension is 2 years.

You can increase your benefits by increasing your length of pensionable service through the following methods.

Note: The word “service” *refers to* “pensionable service” throughout this booklet.



Optional Service

(formerly known as Prior or Past Service)

You can increase your future benefits by buying optional service. Your previous employment with a public service organization in Canada may count as optional service. Your human resources staff will be able to tell you which types of employment are eligible. Examples include

- previous employment with your current employer;
- another employer who participates in LAPP; or
- contributory service under another pension plan as long as you will not receive or are not receiving a pension for that service.

You should apply through your human resources office to find out the cost to buy your optional service.

Your contributions for optional service are tax deductible within the maximum limits set under the *Income Tax Act*.

Transferring between Pension Plans

Reciprocal agreements may exist with some other pension plans that allow you to transfer your pension credits from a previous employer to LAPP or from LAPP to a new employer.



Your human resources staff or Alberta Pensions Administration can tell you which pension plans have reciprocal agreements with LAPP.

Leaves of Absence

If you take a leave without salary or with partial salary, you can add that period of leave to your pensionable service. Your employer may offer you the option of making pension contributions while on leave without salary or of waiting until you return to purchase that leave.

You must make sure your application to purchase your leave is received *by* Alberta Pensions Administration before May 1 for any leave ending in the previous year. If you end your employment before May 1, you must apply within 30 days of your last day of work.



LEAVING THE PLAN BEFORE RETIREMENT

When you leave your job, you stop participating in LAPP. Because pension benefits may be a major source of your retirement income, you should carefully consider each of the following options before making your decision.

With *Fewer* Than 2 Years of *LAPP* Membership

If you have fewer than two years of membership, you are not eligible to receive a pension. You can do any one of the following:

- ◆ take a refund of your contributions (not your employer's) with interest. Income tax will be withheld.
- ◆ have your contributions (not your employer's) with interest transferred to a Registered Retirement Savings Plan (RRSP). No income tax is withheld.
- ◆ transfer your pension credits to your new pension plan if a reciprocal agreement exists.
- ◆ leave your contributions with the plan, where they will earn interest until you decide which option you want. If you join the plan again, your new service will be added to the service you left on deposit. However, you will lose the option to refund/transfer your contributions from your last employer.



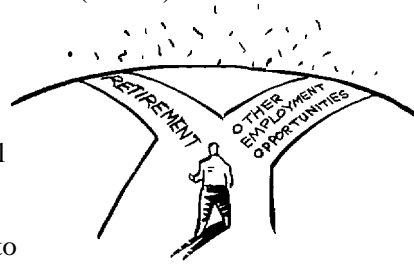


With 2 or More Years of *LAPP* Membership

With two years of LAPP membership you become vested. This means you are eligible to receive a pension at retirement or a disability pension if you qualify. If you leave the plan before retirement, you are eligible for the value of the pension *you* have earned on your service. This value is called the commuted value.

If you are under age 55, you have the following options:

- ◆ have the commuted value of your pension transferred to a Locked-In Retirement Account (LIRA) of your choice.
- ◆ transfer your pension credits to your new pension plan if a reciprocal agreement exists.
- ◆ choose a deferred pension to start any time between 55 and 69 years of age.
- ◆ leave your contributions with the plan, where they will earn interest until you decide which of the above options you want.



Note: To help you choose the best option, *your employer* can provide you with an estimate of your *future* pension.

If you are 55 or older, you have the following options:

- ◆ receive an immediate monthly pension.
- ◆ postpone your pension until any time up to age 69.
- ◆ if you're eligible for a reduced pension, you can transfer your pension to another plan if a reciprocal agreement exists.

If you choose to receive your pension before you turn 65 or before your age and years of service add up to 85, your pension will be reduced. (See Reduced Pension on page 8.)

RETIREMENT BENEFITS

When Can I Retire?

Unreduced Pension

The normal retirement age is 65. You can retire with an unreduced pension starting at age 65 if you have at least two years of LAPP membership. You must start your pension by December 31 of the year you turn 69.

You can also receive an unreduced pension as early as age 55 if you have 85 points. You reach 85 points when your years of service plus your age total at least 85.



For example, if you are 55 with 30 years of service, you are eligible to retire on an unreduced pension ($55 + 30 = 85$). The same would apply to a 56-year-old with 29 years of service, a 57-year-old with 28 years of service, and so on.

Reduced Pension

You can retire any time after you reach age 55 if you have at least two years of LAPP membership.

Your pension will be reduced by 3% for each year or part year you retire early. (This reduction will be based on the number of years your age is short of age 65 or on your age plus years of service short of 85 points, whichever is lower.)



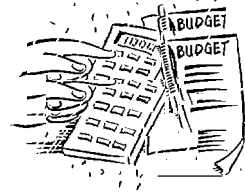
Note: Your pension *application* should be sent to Alberta Pensions *Administration* through your *employer* three months before your retirement date.



How is my Pension Calculated?

The amount of your pension is based on your length of service and the average of your five highest consecutive years of salary (highest average salary).

Example # 1 Unreduced Pension



Suppose you retire at age 65 under the following circumstances:

Retirement date:	January 1, 2001
Highest average salary:	\$45,000
Pensionable service:	30 years
Estimated Average YMPE for the same years as your highest average salary:	\$36,440
Difference between highest average salary and YMPE:	\$8,560 or (\$45,000 - \$36,440)

Calculation Formula	
$\$36,440 \times 1.4\% \times 30 =$	\$15,304.80
$\$8,560 \times 2\% \times 30 =$	\$ 5,136.00
annual pension =	<u>\$20,440.80</u>

Example #2 Reduced Pension

Suppose you retire at age 58 under the following circumstances:

Retirement date: January 1, 2001
Highest average salary: \$25,000
Pensionable service: 15 years
Average of YMPE: \$36,440

Calculation Formula

$\$25,000 \times 1.4\% \times 15 = \$5,250$ (annual pension before reduction)

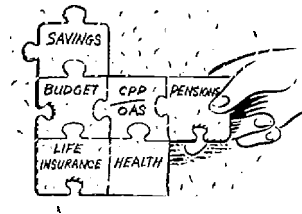
Because you are seven years short of age 65, your pension would be reduced by 3% for each year short of age 65

($3\% \times 7 \text{ years} = 21\%$)

$\$5,250 - \$1,102.50$ (21%) = $\$4,147.50$
(annual pension after reduction)

Cost-of-Living Increases

When you receive your pension, you will get an annual cost-of-living increase based on 60% of Alberta's consumer price index. (This increase will also be added to a deferred pension for the years when your contributions are left in the plan.)



PENSION OPTIONS



When you retire, you can choose from a selection of pension options including normal, guaranteed-tertiary, single-life or joint-life pensions. All pensions are paid for your lifetime, and all are based on the same value. The monthly payments vary because of the different death benefits.

Pensions paid other than in the Normal Pension will be adjusted to take into account such factors as the Guaranteed period or Joint-Life Pensions based on the age of the spouse.

Normal Pension

A normal pension is the basic pension offered under the plan and is guaranteed for your lifetime or for 5 years, whichever is longer. If you die before the 5-year term is over, the pension will be paid to your beneficiary for the remainder of the five years.

Guaranteed-Term Pension

Guaranteed-term pensions are paid for your lifetime. But if you die before your guaranteed term of 10 or 15 years has expired, your pension is paid to your beneficiary or estate for the remainder of the term. (For example, if you choose a 10-year guaranteed-term pension and die 4 years later, the pension will be paid to your beneficiary for 6 years.) If you outlive *the* guaranteed period, the pension will continue to be paid until your death.

Single-Life Pension

A single-life pension is paid for your lifetime only and stops at the time of your death, regardless of the number of payments made. The monthly payment is slightly higher than the normal pension payment.

Joint-Life Pension

A joint-life pension is paid as long as either you or your nominee continue to live. If you choose a joint *life* not-reduced pension, on your death your nominee will be paid the same amount you were paid for as long as your nominee lives.

If you choose a joint-life reduced-by-one-third pension, the pension to the survivor will be reduced by one-third after your death or the death of your nominee.

Joint-life pensions are guaranteed for a 5-year term. If both you and your nominee die before the 5-year term is over, your pension is paid to your beneficiary for the remainder of the 5-year term.

The monthly payment is determined by your age and the age of your nominee.

Spouse's Pension

The pension plan ensures your spouse is entitled to benefits when you die. If you have a spouse when you choose your pension option, you must select a joint-life pension with your spouse as the nominee.

You can choose either a joint-life not-reduced, or a joint-life reduced-by-one-third pension. A 5-year guaranteed term is also available with joint-life options.

If your spouse signs a waiver form giving up his or her pension entitlement, you can choose one of the other pension options.

The pension plan defines a spouse as a person to whom you are married, even if you are separated when your retirement starts. A common-law spouse may also be eligible. (Refer to the Glossary for a full definition of a spouse.)

Note: *If there is a matrimonial property order filed with Alberta Pensions Administration, the order must be followed.*

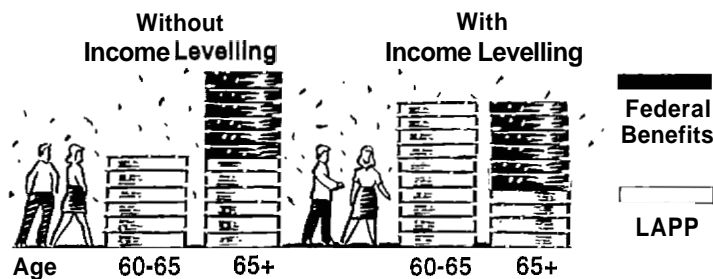


INCOME LEVELLING

If you retire *before* age 65, you can, in some circumstances, temporarily increase your monthly payments from the pension plan. If you choose this option, at age 65 (when federal government benefits normally start), your payments from LAPP will be reduced and will remain reduced for as long as the pension is paid.



Retirement at age 60



The amount of the temporary increase is calculated using some assumptions, including assumptions about the maximum payments from the Canada Pension Plan (CPP) and Old Age Security (OAS). This means your total pension income from LAPP, CPP, and OAS after age 65 may be lower than the pension paid to you before age 65.

***You** should obtain detailed information on the potential effect of selecting Income Levelling before you commence your pension.*



WORKING AS A PENSIONER



You will continue to receive your pension if you start working for any employer who is not covered by LAPP. If you work for an employer under LAPP your pension may be affected. It's your responsibility to advise Alberta Pensions Administration and your employer you are receiving a pension from LAPP. If you don't, you may have to pay back your pension payments for that period of employment.

You should also notify Alberta Pensions Administration if you work on contract for an employer under LAPP.



DEATH BEFORE RETIREMENT

If you have a spouse and die before retirement, your spouse is automatically your beneficiary. If you do not have a spouse, benefits are paid to your beneficiary or estate.

If you die with *fewer* than 2 years of LAPP membership, your spouse or beneficiary will receive a one-time payment.

If you die with 2 or more years of LAPP membership, your spouse can choose either an immediate pension or a one-time payment of the commuted value transferred to a **Locked-in** Retirement Account (LIRA). Beneficiaries other than a spouse will receive a one-time payment.

DISABILITY BENEFITS

You are eligible for a disability pension if you meet all of the following conditions:

- ◆ you have at least 2 years of LAPP membership.
- ◆ you are no longer working.
- ◆ you are incapable of performing your regular duties because of a physical or mental disability.
- ◆ you are not covered by an approved long-term disability income continuance plan (LTDI).
- ◆ you are under the age of 65.

A disability pension is reduced according to your age. However, if you are permanently and totally disabled (incapable of any work), you will receive an unreduced pension at any age based on your service.

If you are receiving benefits under an approved LTDI plan, you are not eligible for disability benefits under LAPP. (You will continue to participate in the pension plan and your service will continue to grow while you receive LTDI). Your employer can tell you if they have a LTDI plan approved by Alberta Pensions Administration.

THE LOCAL AUTHORITIES PENSION PLAN BOARD OF TRUSTEES

The Local Authorities Pension Plan Board of Trustees oversees the management of LAPP. The board has member, employer, pensioner, and government representatives and is accountable to the pension plan members.



The board is responsible for setting policy guidelines for the investment and management of the fund and the administration of the plan.

The board is also responsible for:

- ◆ making provisions to ensure current service under the plan is properly funded.
- ◆ making recommendations for amending, repealing, and replacing plan rules.
- ◆ arranging an actuarial valuation at least once every three years.
- ◆ reviewing administration decisions and ensuring the plan is effectively administered.

The board can be contacted by:

E-mail: lapp.bd@apa.gov.ab.ca

Fax: (780)427-5030

or write to:

Local Authorities Pension Plan Board of Trustees

4th Floor, Park Plaza

10611-98 Avenue

Edmonton, Alberta T5K 2P7

Visit the LAPP Web site at: www.lapp.ab.ca

THE APPEAL PROCESS



If you disagree with a decision made by Alberta Pensions Administration, you can take the following steps:

For a full explanation contact Alberta Pensions Administration by:
Phone: (780) 427-5101
Toll-free in Alberta: 1-800-358-0840
e-mail: lapp.pb@apa.gov.ab.ca

If you are not satisfied, you can request an administrative decision review. This request should be made in writing within 30 days from the date you received a written response to your initial enquiry.



If, after the administrative review, you feel your rights have not been recognized, you can request a review of the administrative decision by the board. (While the board can make a final decision, it can only provide benefits based on the legislation.) A board review must be requested within 60 days of the administrative decision review and must be made in writing.

If you stand to lose benefits because you missed one of the plan's administrative time limits, you can apply for an extension by submitting a letter to the board. You must apply within 60 days of the date you were informed of the missed deadline.

GLOSSARY

Actuarial Valuation (Plan Valuation)

A mathematical analysis of the financial condition of a pension plan. A plan valuation is prepared by an actuary at least once every three years. Following a valuation, the board may adjust contribution rates so the rates meet the funding requirements of the pension plan.

Beneficiary

The person(s) you name to receive a benefit if you die before retirement or the remainder of a guaranteed term if you die after retirement. A beneficiary can be a charitable organization. If you do not name a beneficiary and you do not have spouse, your estate is your beneficiary.

Commuted Value (CV)

The amount of money paid as a one-time payment that is equal in value to your future pension payments. At least one-half the amount paid as CV is made up of employer contributions. You are entitled to the commuted value of your pension if you leave the plan and you are vested.

Defined Benefit Plan

Defined benefit plans pay a monthly pension based on your salary and your length of service. The pension plan's obligation is to pay a stated benefit to each employee that depends on the employee's salary and length of service. Your benefit is guaranteed, regardless of how much money is in the pension fund. Your pension continues to improve daily because it is tied to your length of service. A calculation formula allows you to estimate your future monthly payments.

Diversified Portfolio

The pension plan fund is invested in common stocks (both domestic and international), bonds, mortgages, and real estate and is managed by the Investment Management Division of Alberta Treasury.

LAPP Membership

The period of time based on calendar days, between the commencement of contributions with an employer under LAPP and termination of LAPP contributions.

Locked-In Retirement Account (LIRA)

A type of RRSP that is locked-in and can be withdrawn for a pension as early as age 50. It must then be used to provide a regular pension income. Most financial institutions offer LIRAs from which you can choose the one that best meets your needs.

LTDI (Long-Term Disability Income Continuance Plan)

A type of disability insurance offered by an employer for employees who become unable to perform their normal work because of a physical or mental disability. If the LTDI plan is approved by Alberta Pensions Administration, the period of LTDI coverage is included as service for pension purposes.

Matrimonial Property Order (MPO)

If a marriage ends before retirement, the Court is likely to treat the pension asset as one of the items to be considered when property is divided. A Matrimonial Property Order is a legal and binding Court Order.

Nominee

The person you name to receive your joint-life pension if you die first.

Optional Service (Prior or Past Service)

Previous employment during which you did or didn't belong to a pension plan. You may be able to buy back this period of service if you're not receiving a current or future pension from your former employer. (Only some types of public service are eligible.)

Buying back optional service increases your length of pensionable service, thereby increasing your future benefits.

Pensionable Service (Service)

Your years of service during which you contribute to the pension plan or for which you have received pension credits. The maximum is 35 years.

Reciprocal Agreement

An agreement negotiated with another pension plan that allows members to transfer their pension credits when they move between plans. By transferring pension credits, you may increase your pension income.

Registered Retirement Savings Plan (RRSP)

A type of tax-deferred savings account that is set up to hold and invest your savings until you retire. Most can be withdrawn at any time, but you will be taxed on the amount withdrawn.

Salary

Your pension is based on your length of service and salary. Salary refers to basic pay for the performance of regular duties. This does not include earnings such as overtime pay.

Spouse

A person to whom you are married who is not separated from you, or, if separated, is completely or partly dependent on you financially.

If no such person exists: a spouse is a common-law spouse of the opposite sex who has lived with you for 5 years before your pension starts or who has lived with you for 2 years before your pension starts when you have a child born of the relationship.

If none of the above exist: a spouse is a person to whom you are married but separated from and is not dependent on you.

Vested

You become vested when you have two years of LAPP membership.

Vesting means you are eligible to receive a pension at retirement, or, if you leave the plan, you are eligible to receive the commuted value of the pension you have earned.

YMPE (Year's *Maximum* Pensionable Earnings)

The Canada Pension Plan sets a maximum amount of earnings on which you can contribute to that plan. Your employer or Alberta Pensions Administration can tell you the amount of the current or past years' YMPs.

ADDITIONAL INFORMATION

If you need more information on a topic covered in this handbook, the following information sheets are available from your employer or Alberta Pensions Administration.



- ◆ Buying Optional Service
- ◆ Death Before Retirement
- ◆ How is my Pension Calculated!
- ◆ Pension Coordination
- ◆ Leaves of Absence (Buying Leave)
- ◆ Leaving the Pension Plan
 - With fewer than 2 years of LAPP membership
 - With more than 2 years of LAPP membership and under age 55, or age 55 or older; before 85 points, or age 65 or older
- ◆ Pensioners
- ◆ Pension Options
- ◆ The Appeal Process
- ◆ The Pension Plan and Marriage Breakdown
- ◆ Working as a Pensioner

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