

MEDICINE HAT  
COLLEGE



# **MEDICINE HAT COLLEGE**

## **CONTRACT**

**Between**

**FACULTY ASSOCIATION**

**And**

**BOARD OF GOVERNORS**

**July 1, 2008 – June 30, 2011 ■**

**11352 (06)**

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## **ARTICLE 1**

### **Definitions**

- 1.1 “College Board” or “Board” means the Board of Governors of Medicine Hat College established pursuant to the provisions of the Post-Secondary Learning Act of the Province of Alberta.
- 1.1.1 “College” means the Board of Governors of Medicine Hat College or any person designated to act on their behalf as the context of this contract may require.
- 1.2 “Faculty Association” means the Faculty Association of Medicine Hat College, which is the organization recognized by the college established pursuant to the provisions of the Post-secondary Learning Act of the Province of Alberta. It is the official body representing the regular, and temporary academic staff members of the Medicine Hat College. For the purposes of this contract academic staff members may also be referred to as instructors.
- 1.3 A full-time regular appointment is the appointment of an instructor employed for an indefinite term, subject to the provisions of Articles 4, 5, and 7. 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 co-ordinators, 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 the appointments of instructors employed for a definite term subject to the provisions of Articles 4, 5, and 7.
- 1.5 A program coordinator is an Instructor who is also required to provide co-ordination services for a distinct program or group of programs as defined in the Roles and Responsibilities of program coordinators and as mutually agreed to by the Faculty Association and by the President of the College or designate. Under normal circumstances, Co-ordinators shall be compensated by instructional workload relief, a stipend, or some combination of the two. The selection of the program coordinator shall be done by the dean in consultation with the division or area of concern. The appointment and related compensation recommended by the dean must be approved by the Vice President Academic.
- 1.6 President’s Council membership will include all those deemed necessary by the College President, who shall act as Chairman.
- Deans’ Council membership will include all those deemed necessary by the Vice President Academic, who shall act as Chairman. Deans’ Council is responsible for making recommendations to the College President on matters of an academic nature.
- The Faculty Association President or his/her designate may attend Deans’ Council and/or President’s Council as deemed appropriate by the Vice President Academic and/or the College President,

## Article 1, continued

- 1.7 The College President is the official spokesperson for the College and the Faculty Association President is the official spokesperson for the Faculty Association.
- 1.8 “Dean” may mean the Academic Dean or the manager to whom the faculty member reports.  
“Manager” may mean the Academic Manager to whom the faculty member reports.
- 1.9 For purposes of interpretation, the ‘days’ referenced in Articles 10 and 11 mean the normal working days of Monday through Friday, except those that fall on Paid Holidays or are identified in the college’s calendar as date(s) on which the college is closed.
- 1.10 “Semester” means a period of time in which a major unit of instruction is delivered. The college academic year is divided into semesters whose lengths are recommended through General Academic Council and approved by the President and are normally as follows:  
Fall Semester – late August or September through December  
Winter Semester – January through April  
Spring Semester – Late April or May through June  
Summer Semester – July through August
- 1.11 “Intersession” is defined as the period when an instructor does not have assigned classroom contact hours but does have other responsibilities as outlined in Article 7.1.4.

**ARTICLE 2**  
**Employee Coverage**

- 2.1 This contract applies to regular, temporary and probationary instructors subject to the provisions of Articles 4, 5, and 7.
- 2.2 This contract does not include those persons designated by the College Board as non-academic staff, including Continuing Studies instructors, instructors hired for contract, or instructors hired for 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 This contract will take effect July 1, 2008, and shall remain in full force and effect until June 30, 2011, and shall continue to remain in full force and effect from year to year until amended as hereinafter provided.

In the third year of this contract, July 1, 2010 to June 30, 2011, all wage and professional development articles will be reopened for negotiation.

3.1.1 A committee consisting of three Faculty members and three College Board members or their designates 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 College Board 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 no later than the first day of February in the year in which the contract expires. The written acknowledgement by the other party will occur no later than the first day of March in the year in which the contract expires. Both parties or a representative from each party will meet no later than the first day of April in order to exchange a written list of the clauses to be opened for negotiations.

3.2.1 After the notification of a desire to commence collective bargaining for revision or renewal of this contract, the Faculty Association and the College Board or their 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 Association 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 11

3.2.2 The Arbitrator or Arbitration Board shall follow the procedures and rules as outlined in the Alberta Labour Relations Code.

3.2.3 Any specific item may be opened for re-negotiation at any time by mutual agreement of the parties concerned.

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  
All appointments are made by the College President or designate on behalf of the College Board
- 4.1.1 All full-time regular instructors shall serve a probationary period of two consecutive years, during which they shall be entitled to the benefits, and subject to the terms, of this agreement.
- 4.1.2 All full-time temporary and part-time temporary appointments automatically terminate at the time designated in the letter of appointment.
- 4.1.3 a) Temporary appointments may be full-time or part-time.  
i. Full-time temporary appointments may be made to replace full-time regular faculty on professional leave or leave of absence, for programs whose ongoing enrolment is uncertain, or for programs that have not been permanently funded or given ongoing approval by Alberta Advanced Education and Technology. Full-time temporary appointments may be made for other reasons 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 who are to continue for another year, will receive a letter of intent no later than the 15th day of May in the year in which the appointment expires.  
iii. A faculty member who has served two years of active employment as a full-time temporary instructor and has completed four evaluations in accordance with Article 5.1 shall normally be considered for appointment as a full-time regular instructor by Deans' Council.
- 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 full-time instructors.
- 4.1.4 All appointments shall be made by a letter from the College President or his/her designate. This letter of appointment shall state the type of appointment, grade and grid position, salary, and effective dates of appointment. In the case of part-time temporary faculty, the hours of instruction, workload assignment, and effective end date of the appointment will also be included.
- 4.1.5 A copy of this contract shall be given to every person hired into an instructional position.
- 4.2 Termination of Appointment:  
The appointment of an instructor shall continue in force until terminated by one of the following:



## Article 4, continued

- 4.2.1 An instructor shall normally resign from employment at the end of the academic year by giving written notice to the dean no later than the first day of May in the academic year; such termination to be effective June 30. However, when an instructor must resign outside of the normal academic year, the instructor shall make every effort to give written notice to the dean as much in advance as possible.
- 4.2.2 An instructor's appointment may be terminated at any time by mutual agreement between the instructor and the College President or his/her designate.
- 4.2.3 An instructor's appointment shall terminate at the end of the academic year during which he/she turns sixty-five years of age. If such faculty 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 agreed upon by the College President or his/her designate and the faculty member.
- 4.2.4 Suspension and Termination:  
The President of the college may, at any time, suspend or terminate an instructor's appointment.
- a) At the time of suspension or termination, the written notice setting out the specific grounds for suspension or termination, shall be given to the instructor by the College President. The Faculty Association shall be notified of the suspension or termination.
  - b) An instructor will have the right to have faculty association representation when suspended or terminated.
  - c) An instructor, whose appointment has been suspended or terminated under this clause shall have the right to grieve in accordance to Article 10, except in the case when the instructor has accepted a severance payment under the terms of Article 4.2.7. An instructor who accepts the severance payment as per Article 4.2.7 automatically waives his/her rights to grievance.
- 4.2.5 Redundancy:  
A full-time regular instructor shall be considered redundant as a result of curriculum changes, insufficient enrolment, or insufficient workload. The college shall notify the Faculty Association when a redundancy occurs.
- 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 4.2.7.
- 4.2.7 Severance Payment  
A full-time regular faculty member, who is terminated from employment is entitled to receive a severance payment equal to one month's pay for each year of equivalent full-time service, to a maximum of 18 months salary in effect at the time of termination.

## Article 4, continued

### 4.3 Disciplinary Action

- a) No instructor shall be disciplined without just cause.
- b) When disciplinary action is to be taken, which action is intended to be placed on the instructor's record, that instructor shall be informed in writing as to the action and the reasons thereof. When an instructor has been given a written disciplinary letter, the college shall provide the Faculty Association with a copy of that disciplinary letter.
- c) An instructor who has been subjected to disciplinary action may, after 36 months worked from the date that disciplinary action was invoked, request that the instructor's personnel file be purged of any record of the disciplinary action, provided that there have been no offenses of which written warnings have been delivered to the instructor within that time and there is not an outstanding grievance related to the disciplinary action.

### 4.4 Dean Vacancy:

When a vacancy occurs in the position of a dean, the Vice President Academic will conduct a review, including discussions with the division concerned, before making the decision on the appointment.

### 4.5 Return to Full-time Regular Position

If the dean was a full-time regular faculty member immediately prior to the dean appointment, then he/she will be offered one opportunity, within 24 months of the appointment, to return to his/her full-time regular faculty position before the initial dean appointment contract expires.

### 4.6 Personnel Files:

Access to an instructor's personnel file shall be granted within a reasonable time

## **ARTICLE 5**

### **Faculty Evaluation**

#### **5.0 Evaluations**

Evaluations of faculty are conducted during periods of active employment according to the following processes. These processes may be altered if mutually agreed to by the Faculty Association and the College President and the Vice President Academic.

Each evaluation process will involve the distribution and collection of an approved student questionnaire that is scored by an approved third party. The student questionnaire must include the standardized college questions.

No student evaluation results (either student evaluation scores or copies of students' written comments) shall be forwarded to the evaluatee until after the final grades for the course(s) being evaluated have been submitted to Student Services.

#### **5.1 Probationary Instructor Evaluations**

Full-time instructors are on probation for the first two years of their appointment. Full-time instructors completing probationary requirements shall be evaluated twice per year in different semesters. Evaluations shall occur four times over the two years. A full-time probationary instructor who, for any reason during a given semester, receives no teaching assignment may be evaluated during a later semester. The evaluation procedures are as follows:

- a) The dean is responsible for setting up the evaluation team for each full-time probationary instructor in his/her division. An evaluation team shall be selected as follows:

The evaluatee's dean, whose responsibilities are to:

- Coordinate the evaluation
- Consult with the faculty member being evaluated as to in which course the classroom visitation will occur
- Notify the instructor of the timelines of the evaluation, including the date of the classroom visit; at least three days notice must be given
- Visit the classroom of the evaluatee to observe teaching skills, interaction with students, and presentation of subject matter. The Vice President Academic may conduct the classroom assessment in place of the dean, in which case the Vice President Academic also becomes part of the evaluation team.
- Provide information to the evaluation committee regarding the evaluatee's professional performance and activities.
- Convene the evaluation team to formulate the evaluation report
- Prepare the evaluation report based on the recommendations of the team
- Meet with the evaluatee for the purpose of discussing the evaluation report once all the evaluation team members have read and signed the evaluation report
- Present the report to the Vice President Academic for his/her signature
- As required, request additional evaluation and training activities as outlined in Article 5.4.

## Article 5, continued

- 5.1 A full-time regular instructor chosen by the evaluatee whose responsibilities are to:
- Provide assistance to the evaluatee in selecting additional questions for the student questionnaire.
  - Attend evaluation meetings as requested by the dean
  - Participate as a member of the evaluation team in determining the outcomes of the evaluation and preparing the recommendations and commendations for the evaluation report

A full-time regular instructor from a different division, selected by the dean, whose responsibilities are to:

- Administer the student questionnaire, from a class time which is different, if possible, from the class visited by the dean or Vice President Academic
  - Deliver the completed student questionnaire to the administrative assistant who then forwards the envelope of student questionnaires to the approved third party for tabulation
  - Receive the returned sealed envelope from the approved third party (via the administrative assistant)
  - Type the comments contained on the student evaluation forms
  - Attend evaluation meetings and/or complete an evaluation summary as requested by the dean
  - Participate as a member of the evaluation team in determining the outcomes of the evaluation and preparing the recommendations and commendations for the evaluation report
- b) The evaluation report shall include commendations and recommendations. The evaluation report must clearly describe the instructional abilities and professional activities of the evaluatee, including suggestions for improvement, if necessary.
- c) Each member of the evaluation team shall review the evaluation report and, if it is found to be acceptable, shall sign the report. If a member of the evaluation team does not agree with the report, he/she may sign a dissenting opinion which will be attached to the evaluation report.
- d) After the dean has met with the evaluatee and reviewed the report, the evaluatee shall be requested to sign the report to acknowledge that it has been reviewed. The evaluatee's signature only indicates that the evaluation report has been reviewed by him/her and does not necessarily indicate agreement with the opinions offered.
- e) Should the evaluatee disagree with any part of the evaluation report, he or she may express such disagreement in writing, a copy of which shall then be filed with the report,
- f) When all phases of the evaluation process have been completed, and the evaluation report has been signed by both the evaluators and the evaluatee, one copy of the report shall be given to the evaluatee. The dean shall present a copy of the report to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing.

Article 5, continued

- 5.1 g) **At the end of the first probationary year, the evaluation report presented to a full-time probationary instructor must be submitted no later than the first day of May 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 that probationary year, or
  - The instructor is to be retained for one additional year on a regular probationary basis.
- h) **At the end of the second probationary year, the evaluation report presented to a full-time probationary instructor must be submitted no later than the first day of May of the probationary year. The report must inform the evaluatee of one of the following decisions:**
- The instructor is granted a regular appointment;
  - The instructor is granted a temporary appointment;
  - The instructor's employment is to be terminated;
  - In unusual circumstances, a third year of probation may be conducted.
- i) **In the event the full-time probationary instructor is not able to complete four full evaluation processes by June of his/her second probationary year, the probation may be extended to allow for a fourth evaluation.**
- j) **The decision of the evaluation team shall be final with no appeal.**

5.2 Part Time Temporary Instructor Evaluations

- 5.2.1 **A part-time temporary instructor may be evaluated during his/her employment according to the same procedures in effect for full-time probationary faculty. The dean may elect to conduct a classroom assessment.**
- a) **A student questionnaire (which includes the standardized college questions) evaluating the performance of the instructor must be administered to at least one class of the instructor's students each Fall/Winter/Spring/Summer semester in which he/she teaches. A person designated by the evaluatee shall administer the questionnaires.**
- b) **The scored and returned questionnaires shall be forwarded to the dean who may review them for information. Once the instructor has submitted his/her final grades to Student Services, the dean will release the returned questionnaires to the instructor. A copy of the tabulated results will be forwarded to the dean by the scoring organization.**
- c) **The dean may meet with the faculty member to discuss the student questionnaire and the student comments.**
- d) **If after two years of performance evaluations (or four evaluations), the part-time temporary instructor continues to be offered subsequent part-time temporary contracts, he/she shall follow the evaluation process as defined for full-time regular instructors.**

## Article 5, continued

### 5.3 Full Time Instructor Evaluations

- 5.3.1 Full-time instructors who have successfully completed their probationary period shall complete the following requirements for a Formative Evaluation each academic year.
- a) A student questionnaire, evaluating the performance of the instructor, shall be administered to at least *two* classes of the instructor's students. A person designated by the evaluatee shall administer the questionnaires. This evaluation must be carried out in two different semesters – at least one class per semester. The survey must include standardized college questions.
  - b) The scored and returned questionnaires shall be forwarded to the dean who may review them for information. Once the instructor has submitted his/her final grades to Student Services, the dean will release the returned questionnaires to the instructor. A copy of the tabulated results will be forwarded to the dean by the scoring organization.
- 5.3.2 Full-time instructors shall complete the following additional requirements for a Summative Evaluation once every four years.
- a) The instructor shall include a reflective summary not more than 3 pages in length of the past four years. Information may include, but not be limited to: a response to the student evaluations; the achievement of goals; PD activities during this period; list of courses taught; workload duties; future plans; community service; and participation on college committees. A copy of the reflective summary shall be given to the dean.
  - b) The dean shall schedule a meeting with the instructor to discuss/review the summative evaluation.
  - c) A copy of the summative evaluation with any comments by the dean, signed by the faculty member and the dean, will be forwarded to the Vice President Academic. The Vice President Academic will sign the evaluation prior to forwarding it to Human Resources for filing.
- 5.3.3 During the formative or in preparation for an instructor's summative evaluation, a dean or manager may recommend that the instructor undertake one or more additional evaluation and training activities as outlined in Article 5.4

## Article 5, continued

### 5.4 Additional Evaluation and Training Activities

Instructors may also engage in other activities that go beyond the minimum requirements such as the following:

a) Student Questionnaire

In addition to student questionnaires, instructors may also distribute division or program specific form(s) or instructor specific form(s).

b) Dossiers

A dossier documents an instructor's accomplishments in teaching, professional development, and service to the college and community. Examples may include:

- Course outlines, handouts, quizzes, and exams;
- Summary of conferences and seminars attended;
- Summary of any research or scholarly activity
- Participation on college committees
- Involvement in community organizations

c) Peer Consultation

- Instructors may invite a peer to attend a class, who would then provide feedback. This process could be very informal and open-ended or could involve a structured questionnaire completed by the peer.
- A peer may audio or videotape a class and then, while viewing the video or listening to the tape, the peer and instructor could discuss teaching methods and strategies.
- The instructor may meet with one or more peers to discuss professional and instructional goals.

d) Small Group Instructional Feedback (SGIF)

The instructor may participate in an SGIF. SGIF is a method led by a trained SGIF facilitator that uses small group discussion among students to provide feedback for an instructor. This feedback helps instructors improve their teaching, provides suggestions for strengthening the course, and increases communication between students and instructor. More detailed information on the process and a list of experienced facilitators is available in the Faculty Association office.

e) Instructional Skills Workshop (ISW)

The instructor may participate in an ISW. An ISW involves four to six instructors developing and then presenting three mini-lessons over the course of three to six days. Two facilitators encourage constructive feedback after the completion of each mini-lesson. There are also opportunities for discussions about the teaching and learning processes. For more information, contact the Faculty Association office,

### 5.5 Method for Changing Faculty Evaluation Procedures

Changes to the Faculty Evaluation Procedures may be made at any time by mutual consent of the Faculty Association and the College President and the Vice President Academic. The party wishing to make changes to the faculty evaluation process must provide written notice of the proposed changes to the other party.

**ARTICLE 6**  
Salary Grid Placement

6.1 Salary Grid for Full-time Instructors (See Appendix A)

The Salary Schedule in effect from July 1, 2007 to June 30, 2008 shall be increased by 5% effective July 1, 2008 remaining in effect until June 30, 2009.

The Salary Schedule in effect from July 1, 2008, to June 30, 2009 shall be increased by 4.5% effective July 1, 2009 remaining in effect to June 30, 2010.

The Salary Schedule in effect from July 1, 2009 to June 30, 2010, shall be re-opened for wage negotiation for July 1, 2010 to June 30, 2011.

6.2 Salary Rates for Part-time Instructors (See Appendix B)

The Salary Schedule in effect from July 1, 2007 to June 30, 2008, shall be increased by 5% effective July 1, 2008 remaining in effect until June 30, 2009.

The Salary Schedule in effect from July 1, 2008 to June 30, 2009, shall be increased by 4.5% effective July 1, 2009, remaining in effect to June 30, 2010.

The Salary Schedule in effect for July 1, 2009 to June 30, 2010, shall be re-opened for wage negotiation for July 1, 2010 to June 30, 2011.

6.3 Qualifications and Verification for Grade Placement for Full-time Instructors

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

Degrees conferred outside of Canada must be accredited by the Province of Alberta, International Qualification Assessment Service, Alberta Advanced Education and Technology, in order to be valid and recognized by Medicine Hat College.

All faculty who are newly hired, or are on temporary contracts, must provide official transcripts verifying his/her qualifications.

GRADE A      Earned Doctorate

GRADE B

- a) Master's Degree, plus completion of the candidacy requirements of a doctoral program, or
- b) Two Master's Degrees, each of which is applicable to the discipline in which the instructor gives instruction.

GRADE C      A Master's Degree



## Article 6, continued

### GRADE D

A Bachelor's Degree plus one full year in a graduate program, but lacking the Masters Degree. For purposes of this collective agreement, one full year is defined as completing all course requirements for the Master's Degree except for the thesis. If the Master's Degree is course based (no thesis), the faculty member must have successfully completed one half (112) of the course credits in the degree.

### GRADE E

All other instructors

#### 6.4 Increment Requirements for Initial Placement:

##### 6.4.1 Post-Secondary Teaching Experience

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

##### 6.4.2 Secondary and Elementary Experience:

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

##### 6.4.3 Other Experience:

Other experience related to the subject and considered by the Vice President Academic or designate 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.

6.4.4 A combination of 6.4.1 and 6.4.2 and 6.4.3 shall not exceed six increments.

6.5 The College President or his/her designate reserves the right to grant higher than normal initial salary placement on the grid to an instructor.

#### 6.6 Salary for the Intersession:

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

- a) Full-time faculty who have completed their contracted workload assignments for the academic year, may instruct in the intersession. The remuneration to teach a forty-two hour credit semester course will be \$3000 and the remuneration for laboratory instruction will be \$600 per fourteen hours of laboratory or tutorial work.
- 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 7.2.2.

## Article 6, continued

### 6.7 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 his/her designate, the appropriate dean, and a full-time 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 no later than the first day of April of that academic year. Examples of just cause would include failure to follow the established policies for faculty assessment (Article 5) and unsatisfactory instructional performance.
- b) Promotion to the next step on the salary grid shall follow for full-time regular and full-time temporary instructors at the completion of a full year's satisfactory service with the College, up to a grade maximum. Promotions will be effective the first day of July of the following academic year.
- 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.

6.8 Annual salary for regular, temporary, and probationary full-time instructors shall be paid in equal monthly installments after appropriate deductions have been made. Salaries for part-time temporary instructors shall be paid in the same manner during the period of appointment. Monthly salary shall be paid three banking days prior to the end of the month.

### 6.9 Salary Grid for Temporary Instructors

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

#### 6.9.1 Full-time Temporary Faculty:

Full-time temporary instructors will be paid 100% of the salary determined by their grid placement, pro-rated for the length of the contract. Full-time 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.

## Article 6, continued

### 6.9.2 Part-time Temporary Faculty (See Appendix B)

A part-time instructor who teaches in the workload range will receive a salary equitable to a full-time instructor.

a) Contact Hours

Part-time instructors pay shall be calculated based on contact hours multiplied by the hourly rate.

b) Initial Grid Placement (Step 1)

At the time of initial appointment, part-time faculty shall present proof of their educational credential, and be placed on the grid based on the requirement of the course of instruction.

Level E: A Bachelor's Degree or experience related to the subject and consideration by the Vice President Academic or designate to be of specific value in the offering of that subject.

Level C: A Master's Degree

c) Service Increment (Step 2)

A part-time employee who has satisfactorily completed eight (8) semesters of work as a part-time employee with Medicine Hat College, counting from July 1, 2006, shall be moved to Step 2 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).

d) Service Increment (Step 3)

A part-time employee who has satisfactorily completed sixteen (16) semesters of work as a part-time employee with Medicine Hat College, counting from July 1, 2006, shall be moved to Step 3 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).

e) Service Increment (Step 4)

A part-time employee who has satisfactorily completed twenty-four (24) semesters of work as a part-time employee with Medicine Hat College, counting from July 1, 2006, shall be moved to Step 4 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).

## Article 6, continued

- 6.10 Distributed Learning Instructor Remuneration (See Appendix B)
- a) Lecture Hours  
Distributed Learning Instructors course lecture hours are multiplied by number of students over a maximum of 10 students, further multiplied by hourly rate as per attached Appendix B: DL Hourly Rates (i.e.: # of students/10 x course lecture hours x DL hourly rate).
  - b) DL Hourly Rates are specified in the part-time salary schedule Appendix B.
  - c) Therapist Assistant Lab Rate  
Distributed Learning Instructors in the Therapist Assistant program who are assigned lab responsibilities will be paid a flat fee of \$500 per student per lab.
  - d) Approval  
Exceptions to the payment formula are subject to the approval of the Vice President Academic or designate.
- 6.11 Retirees (See Appendix A)  
A retiree who had returned to part-time employment after their retirement will be paid on the full-time salary grid at the level they were at upon retirement. The following formula will be applied:
- $$\frac{\text{Hours of instruction}}{\text{Maximum hours of range}} \times \text{Full-time Grid Placement}$$
- In most cases, the workload for part-time instructors should be calculated at the maximum of the appropriate range.
- 6.12 Hourly Rate in Paramedic, Practical Nursing, Health Care Aide, Nursing or Related Programs:  
Part-time instructors in Paramedic, Practical Nursing, Health Care Aide, Nursing or related programs who are assigned clinical, practica, lab, or preceptorship responsibilities will be paid at the clinical or lab coach rate as specified in the part-time salary schedule Appendix B. This rate is inclusive of all preparation including orientation to the program(s) and clinical/lab areas(s), marking, maintaining records, evaluating students, and attending course meeting(s).
- 6.13 Part-time instructors are not eligible for professional leave.
- 6.14 An instructor who has accumulated eight (8) semesters of employment 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.
- 6.15 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 the first day of July in any academic year be considered.

## **ARTICLE 7**

### **Professional Responsibilities**

#### 7.1 Professional Responsibilities

##### 7.1.1 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 and program responsibilities. To fulfil this responsibility, all full-time instructors will maintain a visible presence on campus 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. Meetings that require any instructor's attendance should be held within the normal academic year.

##### 7.1.2 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.

##### 7.1.3 Office Hours

Each full-time instructor shall post a schedule indicating a minimum of 5 hours per week that he/she will be in attendance in his/her office and available for course counselling. These office hours will be set for the convenience of students and must be approved by the dean.

Part-time instructors shall make time available to meet students for course counselling outside of regularly scheduled classes.

##### 7.1.4 Intersession:

The Intersession period, exclusive of vacation, shall be used for curriculum improvement, course development, program review, divisional meetings, and college committee work, as approved 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.

7.1.5 Medicine Hat College recognizes faculty may 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 activities that directly compete with the College's current program offerings. Faculty members must disclose such external activities to the appropriate dean and to the Vice President Academic, to ensure that conflicts with the College's current program offerings or unauthorized use of college resources does not occur,

## Article 7, continued

### 7.2 Workload:

#### 7.2.1 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 shall be considerations such as class size, number of different course preparations, method of instruction, use of teacher aides, expertise required, and percentage of laboratory/practicum/studio, 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 program area, using the appropriate category of workload range, shall determine the specific instructor's workload hours and initial assignment. 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. Over a two year period, it is expected that faculty within a given program shall normally work towards the average of the workload range as specified for their program in Article 7.2.3. Where possible, tentative teaching assignments will be assigned by June 30 for the following academic year.

#### 7.2.2 Procedure to Assign Workloads:

Each division is responsible for assigning workload allocations. Workloads are established by the specific program areas in consultation with the dean or his/her designate.

- a) The dean shall establish a process for determining workloads for specific program areas.
- b) Once the division workloads have been prepared, the workloads will be distributed to the division as information.
- c) After the division workloads have been prepared, Deans' Council shall meet as required to review proposed workloads. Workload hours for full-time faculty members shall be set by August 20<sup>th</sup> of the academic year.
- d) Should the Vice President Academic disagree with the workload allocation as submitted, the appropriate program area will be notified of the workload concerns. The program area will then have the opportunity to defend their workload proposal before the Vice President Academic, or submit a revised workload that addresses these concerns. If, by August 20<sup>th</sup> of any academic year, the program area does not submit a workload allocation which is acceptable to the Vice President Academic he/she may assign the workload allocation, provided the assignment is made reasonably and fairly and **is** consistent with the collective agreement.
- e) Following approval by the Vice President Academic, information regarding college workload assignments will be made available to all members of the faculty, including the Faculty Association.

## Article 7, continued

- 7.2.2 f) If an individual full-time faculty member (after consultation with his/her dean) is dissatisfied with his/her workload responsibilities, the individual may appeal the workload assignment to the Vice President Academic. The notice of appeal shall be in writing and forwarded to the Vice President Academic with a copy sent to the President of the Faculty Association. The decision of the Vice President Academic shall be final and must be concluded within seven (7) working days upon the acceptance of the notice of appeal.
- 7.2.3 In considering annual division workloads, the following schedule shall be a guide for instructor classroom contact hours:

### **WORKLOAD SCHEDULE - JULY 1, 2008 - JUNE 30, 2011**

#### **CATEGORY**

#### **RANGE OF HOURS**

##### **CATEGORY 1**

Minimum: 420 hrs.  
Maximum: 462 hrs.

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 Kinesiology.

##### **CATEGORY 2**

Minimum: 462 hrs.  
Maximum: 504 hrs

Includes courses and programs in the disciplines of Nursing, Global Tourism, Business, Information Technology, Addictions Counselling, Computer-Aided Drafting, Office Technology, Emergency Communications & Response, Early Learning & Child Care, Education Assistant, Bachelor of Applied Health Sciences - Paramedic, Social Work, Ecotourism, Police & Security, Child & Youth Care Counsellor, Deaf & Blind Support Services, Environmental Sciences, Horticulture Technician, Environmental Reclamation Technician, and Therapist Assistant.

##### **CATEGORY 3**

Minimum: 504 hrs.  
Maximum: 550 hrs

Includes courses and programs in the fine arts discipline (Visual & Performing Arts).

##### **CATEGORY 4**

Minimum: 580 hrs.  
Maximum: 660 hrs.

Includes college preparation courses taught in the traditional lecture/lab format and the Practical Nurse program.

##### **CATEGORY 5**

Minimum: 640 hrs  
Maximum: 700 hrs

Includes Power Engineering, Health Care Aide, and Massage Therapy.

##### **CATEGORY 6**

Minimum: 660 hrs.  
Maximum: 720 hrs

Includes courses and programs in the disciplines of Apprenticeship Trades.

##### **CATEGORY 7**

Due to the nature and type of instructional delivery in the Adult Basic Education, English as a Second Language, and Open Learning Centre programs, 1000 (one thousand) contact hours per year shall constitute a full workload.

## Article 7, continued

### 7.2.4 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.

### 7.2.5 Equivalencies

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

#### Coaching:

Tournament Sports . . . . . 19 classroom contact hours  
League Sports . . . . . 140 classroom contact hours

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

### 7.2.6 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 more than 50% of his/her normal workload is allocated.

### 7.2.7 Faculty Association Activity Release Time:

The Faculty Association has the option to replace up to 50% per semester of an executive member's workload. A Faculty Association member may have up to 50% workload relief as mutually agreed by the Faculty Association and the Vice President Academic. The Faculty Association will be responsible for the salary costs of the replacement(s) or an equivalent amount equal to the cost of the replacement(s). The hiring of the replacement will follow the normal hiring procedures for instructional employees.

### 7.3 Exceptions:

#### 7.3.1 Overload:

In general, compensation for overload will be administered according to Article 7.2.1 and only when it has been determined that 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, such as illness or resignation. 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 the Vice President Academic.

#### 7.3.2 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 as though it were one of 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.



## Article 7, continued

### 7.3.3 Underload

As a temporary measure, if an instructor is below the normal workload, this underload may be made up as mutually agreed upon in ways such as, but not limited to program development, continuing studies, community services, assistance to the dean, research, counselling, special administrative duties, and extracurricular activities. Underload situations must be reviewed by Deans' Council and approved by the Vice President Academic.

### 7.3.4 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.

### 7.3.5 Program Development

Instructors hired to teach in an area or program under development may be allowed a reduced workload. The workload reduction must be reviewed by Deans' Council and approved by the Vice President Academic

### 7.3.6 Intersession:

Administration has the right to assign workloads throughout the academic year in order to provide more learning opportunities for students provided administration exercises the right reasonably and fairly and is consistent with the collective agreement. The dean, with the agreement of the instructor and Vice President Academic may consider the Fall, Winter, Spring or Summer semesters as the intersession. Any teaching assignment that is agreed to take place during the intersession would receive payment as per Section 6.6 (a) of this contract.

Every instructor is expected to be on campus two weeks prior to commencing their teaching duties unless otherwise arranged for with their dean.

## 7.4 Off-Campus Assignment

- 7.4.1 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.

## Article 7, continued

- 7.4.1 c) 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.
- d) When a faculty member who teaches the majority of his/her hours at one campus, agrees to teach at another campus, the instructor shall be reimbursed for inter-campus travel in accordance with the college's travel policy.

### 7.5 Statutory Holidays & Vacation:

#### 7.5.1 Statutory Holidays

Faculty Association members covered by this collective agreement shall be entitled to the following statutory holidays:

New Year's Day  
Alberta Family Day  
Good Friday  
Victoria Day  
Canada Day  
Heritage Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Christmas Day  
Boxing Day  
4 days at the discretion of the Employer

If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as designated in advance by the college.

#### 7.5.2 Vacation

- a) All full-time instructors covered by this contract shall be entitled to forty-four working days of paid vacation. Prior written permission to be on vacation must be obtained from the dean.
- b) Vacation will be taken during the contract year from July 1 to June 30. At least four consecutive weeks of vacation time must be provided for each full-time instructor. 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.

#### 7.5.3 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 a** **Benefits**

### 8.1 Benefits:

#### 8.1.1 Medical Insurance, 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. If and when the College wishes to change insurers, the selection of insurance plans will be 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) Effective October 1, 2008, the extended health and dental plans were amended to include a Vision Care Plan with a three hundred dollar (\$300) maximum coverage in accordance with the plan documents for each eligible participant, orthodontic life time maximum increase to \$2,500, paramedical increase to \$30 per visit, coverage for diabetic supplies, eye exam increase to \$70 every 24 months, and dental reimbursement updated to Usual and Customary Dental Fee Schedule.
- c) The amount of life insurance is four times the annual earnings, rounded to the next highest \$1,000, with a maximum coverage of \$500,000.
- d) 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.

#### 8.1.2 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.

#### 8.1.3 Long Term Disability Insurance

The individual eligible instructor will pay 100% of the premium. If and when the College wishes to change the Insurer, the selection of the insurance plan will be by mutual agreement between the College Board and Faculty Association. An instructor, upon approval of the Insurer and after ninety calendar days of continuous illness, will receive Long Term Disability Insurance Plan benefits, as well as the benefits of Article 8.1.1.

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 (91<sup>st</sup>) day of disability through, and inclusive of, the one hundredtwentieth (120<sup>th</sup>) day of disability.

Long Term Disability benefit is 60% of regular monthly salary with a maximum of \$7,000 per month, or 85% of net pre-disability earnings, whichever is less.

## Article 8, continued

### 8.1.4 Parental Leave:

At the request of a faculty member, parental 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 Parental Leave commences during either the Fall or Winter Semester, the salary shall be calculated as follows:

$$\frac{\text{The current salary} \times \text{Number of days worked}}{260 \text{ working days per year}}$$

8.1.5 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.

### 8.1.6 Court Leave

An instructor summoned or subpoenaed to appear as a witness during court proceedings or to serve jury duty shall be allowed leave of absence with pay, but fees received by the instructor shall be reimbursed by the instructor to the college.

The college may require the instructor to provide proof of service from an officer or Clerk of the court.

### 8.1.7 Tuition Waivers

Tuition waiver(s) for a course(s) taken at Medicine Hat College are provided for each full-time regular and each full-time temporary faculty member hired on a twelve month contract, his/her spouse and eligible dependents, or his/her same sex partner and their eligible dependents.

Eligible dependent means an unmarried fully dependent child under 21 (twenty-one) years of age, or, an unmarried child, over the age of 21 (twenty-one) years but under 26 (twenty-six) years of age, in which case this dependent must be attending an accredited educational institute on a full-time basis, or, an unmarried child over 21 (twenty-one) years of age, but fully dependent due to a mental or physical infirmity.

Tuition waiver(s) for a course(s) taken at Medicine Hat College are provided for each part-time faculty member only. The part-time instructor must instruct a minimum of two credit courses per semester (or a minimum of six hours per week) during the semester in which they are employed,

- a) Course(s) taken by an eligible faculty member that are at the request of the College will receive a benefit of 100% waiver of tuition.
- b) Credit courses taken by an eligible faculty member, his/her spouse and eligible dependants will receive a benefit of 50% waiver of tuition.
- c) Non-Credit Course(s) taken by an eligible faculty member, his/her spouse and eligible dependants will receive a benefit of 50% of tuition. All non-credit courses must be self-supporting from participants paying full tuition before waivers of tuition apply.

Tuition waivers do not apply to courses offered at the Conservatory. The College reserves the right not to issue tuition waivers for specific courses or programs.

## Article 8, continued

For purposes of fees, tuition refers to tuition, instructional material fee(s), non-instructional service fee(s) and lab fee(s). Any other fee(s) levied by the College are exempt from tuition waivers.

### 8.1.8 Illness Leave

After one year of employment, a full-time faculty member shall be entitled to a maximum of 120 calendar days of illness. In the first year of employment, a full-time faculty member shall be entitled to illness leave on a pro-rated basis

Normally salary will be paid for a maximum of 90 calendar days. After 90 days, salary is reduced to 85% of gross income up to the 120<sup>th</sup> calendar day.

A part-time faculty member shall not be entitled to paid illness leave.

### 8.1.9 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 full-time 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 the Vice President Academic 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.
- c) A faculty member who is on leave of absence shall confirm his/her written intent to return to College employment, no later than the first day of April in the concluding year of that leave. Such written notice shall be sent to the Vice President Academic. If such written confirmation is not received on or before the first day of April, the College will have considered that the faculty member has resigned from College employment effective the last day of June of the concluding year of the leave.

**ARTICLE 9**  
**Professional Development**

9.1 Professional Development

9.1.1 Travel on College Business:

Travel related to instructional duties as pre-authorized by the Vice President Academic or designate will be paid for at the official College rate.

9.1.2 Faculty Professional Development

The College Board and the Faculty Association jointly recognize the need for faculty to continually upgrade individual job skills and professional competencies, which will contribute to the faculty member's effectiveness in the classroom, enhance his/her expertise in his/her respective discipline or specialization, and promote the faculty member's personal growth.

Faculty members are responsible for developing and annually maintaining a professional development plan in consultation with their dean. The professional development plan will outline the faculty members' professional development short-and long-term goals in accordance with program needs and the college mission and mandate statements. The professional development plan is the primary document in the professional development approval process.

The Faculty Association and the College President shall jointly develop the Faculty Professional Development Fund guidelines which clearly outline the types of activities that will be approved for funding such as the personal allotment, professional leaves, short-term study leaves and short-term professional development activities. Changes to the Faculty Professional Development Fund Guidelines, approved by the Faculty Association, shall be forwarded to the College President for final approval, whose approval shall not be unreasonably withheld.

9.1.3 Professional Development Criteria

It is recognized that professional development funds are to provide for professional leaves, short-term professional development programs, research, and other activities, which are deemed to be of a professional development nature for the instructor and of value to the discipline, Division, and College. Receipts, verifying the expenditures associated with these activities, are required for auditing purposes.

Movement on the 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 such written approval is obtained, movement on the grade will not occur.

Full-time temporary instructors hired on a twelve month contract are eligible for the individual professional development allotment during the academic year of the employment contract.

## Article 9, continued

### 9.1.4 Individual Allotment

Individual allotment funds will be allocated for professional development, based on an amount of \$1000 per year for each full-time regular and full-time temporary instructor hired on a 12 month contract. It is recognized that these funds are to provide assistance for activities that are deemed to be of a professional development nature for the instructor and of value to the discipline, Division and the College. Examples are, but not limited to, short-term professional development activities, research, membership dues for professional associations, tuition and books for further education, software for educational purposes, and travel to professional meetings. The purchase of personal computers and associated hardware will not be allowed.

In addition, each full-time faculty member may accumulate unused individual allotment funds for a period not to exceed two years. Funds from the personal allotment that have been carried over and are not spent in the second year will be rolled into the following academic year's Faculty Professional Development Fund.

### 9.1.5 Professional Leave

The college will annually make available funds for an approved one-year professional leave. If a one-year professional leave is not approved for the following academic year, the college will make available the unused funds for short-term study leaves as outlined in Article 9.1.6

- a) A full-time regular faculty member is eligible for professional leave after serving at least five consecutive years following a previous leave, for which financial assistance was provided for by the College.
- b) Any full-time regular faculty member may apply, in writing, prior to the first day of October of the current academic year, to the Vice President Academic, who will refer the application to Deans' Council. Deans' Council will consider the benefit of the professional leave to both the College and the faculty member. In addition, the Vice President Academic will recommend whether or not the faculty member will be moved on the grade, in accordance with Article 6.3.
- c) The recommendations of Deans' Council shall be submitted, by the Vice President Academic, to the College President for approval, whose approval shall not be unreasonably withheld. The decision of the College President is final.

The College President or designate shall inform the applicant, in writing, of the decision, no later than the first day of January of the current academic year

- d) Professional leave will consist of either, one full year (July 1 to June 30), or one half-year (July 1 to December 31, or January 1 to June 30) professional leave. While on a half-year professional leave, the faculty member will, as hereinafter provided, receive 75% of one-half (112) of the annual salary he/she would have received had he/she remained in his/her instructional duties.

## Article 9, continued

- 9.1.5 e) If the faculty member wishes to take a one full year professional leave, the faculty member will receive:
- i. 65% of salary after five years of service with the College;
  - ii. 75% of salary after six years of service with the College.
- f) A faculty member, while on professional leave, may receive outside assistance, in the form of grants or scholarships; however, the College President reserves the right to approve or to refuse engagement of the faculty member in remunerative employment while on professional leave.
- g) If the sum of the outside assistance and the professional leave salary, less reasonable traveling expenses, exceeds the basic College salary, the professional leave salary will be reduced accordingly, to maintain the total amount at the basic College salary the faculty member would have received if he/she was not on such a professional leave.
- h) If a faculty member's salary is increased, while on a professional leave, he/she will receive the benefit of such a salary increase, and shall retain his/her standing on staff.
- i) During a professional leave, the faculty member is eligible for benefits under Section 8.1 of the contract. The granting of a paid professional leave will not interfere with normal salary increments.
- j) After completing a half-year professional leave, the instructor shall be required to return to the College and carry out his/her instructional duties for a period of at least one year. After a full year leave, the instructor shall be required to return to the College and carry out his/her instructional duties for at least two years. Failure to complete this obligation will result in repayment of a proportionate amount of the professional leave salary received, while on such a professional leave.
- k) Faculty members, while on a professional leave, are entitled to apply for the individual allotment. However, the faculty member is not normally entitled to apply for additional funding as described in Article 9.1.6 and 9.1.7.
- l) Generally, the granting of a professional leave will be based on the following factors:
- Specific relevance to the college/division objectives and program priorities.
  - Consistency with the faculty member's professional development plan.
  - Availability of suitable replacement staff.
  - Duration of the professional leave requested.
  - Number of applications received for professional leaves and total funds available for these activities.
  - Length of time the applicant has been employed at the college.
  - Length of time since the applicant was granted funding for a professional leave.



## Article 9, continued

### 9.1.6 Short-Term Study Leaves

Funds not spent on an approved one-year professional leave may be used for funding short-term study leaves in accordance with the Faculty Professional Development Fund guidelines. If these funds are not spent in the academic year, they may be carried over to the following year to fund professional or short-term study leaves the following academic year. The maximum amount available for professional or short-term leaves in any given year may not exceed the equivalent of two full-year professional leaves.

### 9.1.7 Short-term Professional Development Activity

The college will annually provide \$100,000 for short-term professional development activities.

Faculty, individually or as a group, may apply for funds for short-term training, research, and other educational activities, which will enhance and develop the faculty's 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.

All faculty may apply for these additional funds to support professional development activities, according to the criteria described in the Faculty Professional Development Fund Guidelines, which have been mutually agreed to by the Faculty Association and the College President. Full-time faculty applying for these additional funds must account for how they are using their personal allotment before their application will be considered.

Requests for these additional funds shall be made to the Faculty Professional Development Fund (FPDF) committee. The FPDF committee shall consist of the Vice President Academic, the Vice President of the Faculty Association and one full-time regular faculty representative from each academic division or his/her full-time regular designate from that same division. The Chair of the committee shall be a faculty member. The presence of three members shall constitute a quorum.

The FPDF Committee shall review applications, in conjunction with the applicants' professional development plans, and submit its recommendation to the College President for final approval. The approval by the College President shall not be unreasonably withheld.

**ARTICLE 10**  
**Grievance Procedure**

- 10.1 An instructor with a grievance shall follow the procedure outlined in this article
- 10.1.1 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.
- 10.1.2 a) If the Faculty Association votes to support the grievance, they will first approach the College President with the grievance.
- b) If the grievance is not sustained by the College President, then the grievance will proceed to the College Board.
- 10.1.3 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.
- 10.1.4 A grievance presented to the Board shall be referred to the committee established in Section 3.1.1. 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 appeal to the Board, the procedures outlined in Article 11 for Arbitration shall apply.
- 10.1.5 Any deadline may be extended by mutual agreement between both parties.

**ARTICLE 11**  
**Arbitration**

- 11.1 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. The parties to this Agreement may request mediation services, as per the provisions of the Province of Alberta's Labour Relations Code, and subsequent amendments to this legislation,
- 11.2 If the parties are unable to resolve any difference referred to in clause 11.1, either party may notify the other in writing of its desire to submit the difference to arbitration.
- 11.3 The notice referred to in Clause 11.2 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.
- 11.4 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.
- 11.5 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 Province of Alberta's Labour Relations Code 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.
- 11.6 On receipt of a notice referred to in clause 11.3(b) or a notice referred to in clause 11.5(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.
- 11.7 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.

## Article 11. continued

- 11.8 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 Province of Alberta's Labour Relations Code to appoint a person as a member or as member and chair, as the case may be
- 11.9 Notwithstanding clauses 11.2 to 11.8, the parties may jointly request the Chairman of the Labour Relations Board under the Province of Alberta's Labour Relations Code to appoint a single arbitrator.
- 11.10 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.
- 11.11 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.
- 11.12 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.
- 11.13 If a single arbitrator is appointed, the two parties shall share equally his/her expenses.
- 11.14 Except as permitted by Clause 11.15, the single arbitrator or arbitration board, by its award, shall not alter, amend, or change any terms or conditions of the collective agreement.
- 11.15 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.

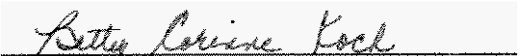
**ARTICLE 12**  
**General Clauses**


- 12.1 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.
- 12.2 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.

**SIGNATURES**


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

SIGNED THIS 27 DAY OF November, 2008

  
PRESIDENT, FACULTY ASSOCIATION

  
CHAIR, BOARD OF GOVERNORS  
MEDICINE HAT COLLEGE

  
CHAIR, FACULTY ASSOCIATION  
NEGOTIATING COMMITTEE

  
PRESIDENT  
MEDICINE HAT COLLEGE

**APPENDIX A**  
**Salary Schedule**

**Full-time Grid**

July 1, 2008 - June 30, 2009

	<b>E</b>	<b>D</b>	<b>C</b>	<b>B</b>	<b>A</b>
Base	48,409	51,194	56,593	58,682	60,916
1	51,022	53,806	59,205	61,293	63,528
2	53,634	56,420	61,818	63,906	66,137
3	56,243	59,032	64,431	66,519	68,749
4	58,855	61,642	67,041	69,130	71,364
5	61,470	64,255	69,652	71,743	73,976
6	64,078	66,865	72,262	74,355	76,586
7	66,691	69,475	74,873	76,965	79,199
8	69,303	72,089	77,490	79,577	81,813
9	71,915	74,702	80,098	82,188	84,426
10	74,528	77,316	82,712	84,801	87,041
11	77,141	79,929	85,325	87,416	89,654
12	79,522	82,311	87,707	90,029	93,633

**Full-time Grid**

July 1, 2009 - June 30, 2010

	<u>E</u>	<u>D</u>	<u>C</u>	<u>B</u>	<u>A</u>
Base	50,588	53,498	59,140	61,323	63,657
1	53,318	56,227	61,870	64,051	66,387
2	56,048	58,959	64,599	66,782	69,114
3	58,774	61,688	67,331	69,512	71,842
4	61,503	64,416	70,058	72,241	74,576
5	64,236	67,146	72,786	74,972	77,305
6	66,962	69,874	75,514	77,701	80,032
7	69,692	72,602	78,243	80,428	82,763
8	72,422	75,333	80,977	83,158	85,494
9	75,151	78,064	83,703	85,886	88,225
10	77,882	80,795	86,434	88,617	90,958
11	80,613	83,526	89,165	91,349	93,689
12	83,100	86,015	91,653	94,080	97,846

**APPENDIX B**

**Salary Schedule  
Part-time Rates**

		<u>July 2008 - June 2009</u>		<u>July 2009 - June 2010</u>	
		<u>E</u>	<u>C</u>	<u>E</u>	<u>C</u>
<b>Category 1 - 3</b>	Step 1	78.20	93.50	81.70	97.70
	Step 2	83.70	101.10	87.50	105.60
	Step 3	98.90	118.40	103.40	123.70
	Step 4	113.00	134.70	118.10	140.80
<b>Category 4 - 6</b>	Step 1	55.40		57.90	
	Step 2	58.70		61.30	
	Step 3	67.40		70.40	
	Step 4	77.20		80.70	
<b>Category 7</b>	Step 1	44.50		46.50	
	Step 2	46.70		48.80	
	Step 3	52.20		54.50	
	Step 4	56.50		59.00	
<b>Clinical Rate</b>	60.00		62.70		
<b>Lab Coach</b>	50.00		52.30		
<b><u>Distributed Learning Rates</u></b>		<b><u>Bachelor's</u></b>	<b><u>Master's</u></b>	<b><u>Bachelor's</u></b>	<b><u>Master's</u></b>
<b>DL Rate</b>		78.20	93.50	81.70	97.70
<b>Overload DL Rate</b>		86.70	113.10	90.60	118.20



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