

MEDICINE HAT



MEDICINE HAT COLLEGE

CONTRACT

Between

FACULTY ASSOCIATION

and

BOARD OF GOVERNORS

July 1, 2013 – June 30, 2016

11352(08)

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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 faculty.
- 1.3 A full-time regular appointment is the appointment of a faculty member employed for an indefinite term, subject to the provisions of Articles 4, 5, and 12. Such appointments are to continue from year to year unless terminated according to Article 14 of this contract. Normally, only faculty 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 the appointments of faculty employed for a definite term subject to the provisions of Articles 4, 5, and 12.
- 1.5 Term Certain appointments, either full-time or part-time, are faculty members appointed for a specific period of time who are replacing regular faculty on an approved leave or supervisory position. Such appointments do not qualify for regular status.
- 1.6 "Faculty" means an academic staff member employed by the college pursuant to the Post-secondary Learning Act. For the purposes of this agreement, designated categories of employees are instructors and program coordinators, or any other employee designated as such by mutual agreement of the faculty association and the college.
- 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 "Vice President, Academic" means the chief academic officer appointed by the College.
- 1.9 "Dean" means the administrative officer appointed by the College as the Administrative and Academic Officer of a Division.
- For the term of this agreement the "Dean" may mean the Academic Dean, Associate Dean, or the Manager to whom the faculty member reports.
- 1.10 "Associate Dean" means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic areas within a division as assigned by the Dean.
- 1.11 "Manager" means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic services and/or program area(s).

Article 1, continued

- 1.12 For purposes of interpretation, the 'days' referenced in Articles 15 and 16 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.
- 1.13 A program coordinator is a faculty member who is also required to provide coordination 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, coordinators 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.
- 1.14 President's Council membership will include all those deemed necessary by the College President, who shall act as Chair.
- Deans' Council membership will include all those deemed necessary by the Vice President Academic, who shall act as Chair. 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.
- 1.15 "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
- 1.16 "Non-instructional time" refers to all non-instructional time during a regular teaching period and that time during non-instructional periods, exclusive of vacation, that encompass the responsibilities of a faculty member as outlined in Article 5.1.4.

ARTICLE 2
Employee Coverage

- 2.1 This contract applies to regular, temporary, term certain, and probationary faculty subject to the provisions of Articles 4, 5, and 12.
- 2.2 This contract does not include those persons designated by the College Board as non-academic staff, including Continuing Studies faculty, faculty hired for contract, or faculty 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, 2013, and shall remain in full force and effect until June 30, 2016, and shall continue to remain in full force and effect from year to year until amended as hereinafter provided.

3.2 **Method of Re-Negotiating the Contract**

When the Faculty Association or the College Board or their designates wish 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 Articles 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 designates 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 16.

3.2.2 The Arbitrator or Arbitration Board shall follow the procedures and rules as outlined in Article 16.

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 **Faculty Appointments**

All appointments are made by the College President or designate on behalf of the College Board.

4.1.1 All full-time temporary and regular faculty 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.

A full-time temporary faculty member who has completed the probationary period will receive one (1) months notice or pay in lieu of notice for each year worked as full-time temporary when their temporary appointment is not renewed.

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 the Alberta Government Ministry responsible for post secondary institutions. Full-time temporary appointments may be made for other reasons only with the approval of the dean. Faculty with full-time temporary appointments are members of the Faculty Association and pay full dues.
- ii. Full-time temporary faculty who are to continue for another year, will receive a letter of intent no later than the 1st 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 faculty member and has completed four evaluations in accordance with Article 12.1 shall normally be considered for appointment as a full-time regular faculty member 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 faculty.

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.

Article 4, continued

4.2 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.

4.2.1 Return to Full-time Regular Position

If the dean, associate dean, or academic manager was a full-time regular faculty member immediately prior to the non-faculty appointment, then he/she will be offered one opportunity, within 12 months of the appointment, to return to his/her full-time regular faculty position. Notice must be provided 60 calendar days prior to expiration of the appointment.

4.3 Personnel Files

Access to a faculty's personnel file shall be granted within a reasonable time.

ARTICLE 5
Professional Responsibilities

5.1 **Professional Responsibilities for Full-Time Faculty**

5.1.1 **Presence on Campus**

Full-time faculty shall, in addition to instructional hours, participate in program-specific and committee work, and other administrative duties related to their professional responsibilities. To fulfil this responsibility, all full-time faculty will maintain a visible presence on campus when not on vacation or fulfilling other duties as approved in their annual professional development plan. Faculty are encouraged to attend special events celebrating the achievements of students and colleagues. Meetings that require any faculty's attendance should be held within the normal academic year.

5.1.2 **Absence from the College**

Permission to be absent from the college during the faculty member's scheduled teaching year (including scheduled examinations) must be arranged in advance with the dean.

5.1.3 **Office Hours**

Full-time faculty members will be accessible to students, scheduling a minimum of five (5) office hours per week during regular teaching semesters, set for the convenience of students, and posted in course outlines or outside the faculty member's office as approved by the dean.

5.1.4 **Non-instructional time**

Faculty members shall use non-instructional time, exclusive of vacation, 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. Additionally, faculty may engage in scholarship and research activities that contribute to their professional currency.

5.1.5 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 5, continued

5.2 Professional Responsibilities for Part-time Faculty

5.2.1 Part-time faculty may, in addition to instructional hours, participate in program-specific and committee work, and other administrative duties related to their course and program.

5.2.2 Part-time faculty shall make time available to meet students for course counseling outside of regularly scheduled classes.

5.2.3 Absence from the College

Permission to be absent from the college during periods of instruction (including scheduled examinations) must be arranged in advance with the dean.

ARTICLE 6 **Workload**

6.1 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 faculty 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 faculty. 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 faculty member's workload and initial assignment. Any increase in workload hours beyond this value approved for the specific faculty member, even within that category's range, will constitute an overload for that year; thus, 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 6.3.

6.2 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 consultative 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 approved by the Dean, the Dean shall meet with the Vice President Academic to review proposed workloads. Workload for full-time faculty members shall be set by April 30th of the preceding academic year.
- d) Seven calendar days prior to the first day of classes in the fall semester, any increase in workload hours beyond the value approved for the specific faculty member, even within that category's range, will constitute an overload for that year.
- e) 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 April 30th of the preceding academic year, the program area has not submitted 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.

- f) Following approval by the Vice President Academic, information regarding college workload assignments will be made available to program faculty and the Faculty Association.

6.3 In considering annual division workloads, the following schedule shall be a guide for faculty classroom contact hours:

WORKLOAD SCHEDULE - JULY 1, 2013 - JUNE 30, 2016	
CATEGORY	RANGE OF HOURS
CATEGORY 1 Includes courses transferable to at least two Alberta Universities in the disciplines of Humanities & Social Sciences, Sciences, Commerce, Management, and Kinesiology.	Minimum: 420 hrs. Maximum: 462 hrs.
CATEGORY 2 Includes courses and programs in the disciplines of Nursing, Global Tourism, Business, Information Technology, Addictions Counselling, Computer-Aided Drafting, Office Technology, 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.	Minimum: 462 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 and the Practical Nurse program.	Minimum: 580 hrs. Maximum: 660 hrs.
CATEGORY 5 Includes Power Engineering, Health Care Aide, and Massage Therapy.	Minimum: 640 hrs Maximum: 700 hrs
CATEGORY 6 Includes courses and programs in the Trades.	Minimum: 660 hrs. Maximum: 720 hrs.
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.	1000 hrs

Article 6, continued

6.4 Program Changes

Instructional contact hours are based on the total number of hours per semester assigned to the faculty member's 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 is considered a contractual issue. The Faculty Association has the right to require the opening of the respective workload range for negotiations.

6.5 Equivalencies

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

Coaching:

Tournament Sports19 classroom contact hours
League Sports140 classroom contact hours

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

6.6 More than one Category

When determining a faculty member'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.

6.7 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 or in extenuating circumstances an executive member may have additional 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.

6.8 Exceptions

6.8.1 Overload

In general, compensation for overload will be administered according to Article 6.1 and only when it has been determined that part-time faculty 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 faculty member. In all cases, overload situations must be reviewed and approved by the Vice President Academic.

Article 6, continued

6.8.2 Course Secondment

If a faculty member 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 faculty member 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 faculty member 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.

6.8.3 Underload

As a temporary measure, if a faculty member is below the workload range, 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 approved by the Dean and reviewed with the Vice President Academic.

6.8.4 Evenings/Weekends

When evening classes (commencing at 6:00pm or later) and/or weekend classes are part of a faculty member's load, every effort will be made to avoid early morning classes (commencing at 8:00am or earlier) the following day. A faculty member shall not be required to offer more than one full course during an evening or on Saturday without his/her approval.

6.8.5 Program Development

Faculty 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.

6.8.6 Non-instructional time

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 faculty member and Vice President Academic may consider the Fall, Winter, Spring or Summer semesters as non-instructional time. Any teaching assignment that is agreed to take place during non-instructional time would receive payment as per Article 7.6(a) of this contract.

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

6.9 Off-Campus Assignment

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

Article 6, continued

- b) When making off-campus assignments, the College shall consider both the best interests of the faculty member 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 faculty;
 - iii. Personal problem areas with specific faculty;shall be considered when offering assignments.

- c) By the same token, the faculty member 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 faculty member shall be reimbursed for inter-campus travel in accordance with the college's travel policy.

ARTICLE 7
Salary Grid Placement

7.1 Salary Grid for Full-time Faculty (See Appendix A)

The Salary Schedule will be increased by 0% for July 1, 2013, to June 30, 2014.
Effective July 1, 2013 a grid adjustment will be made to Step 11 as follows:
Grade A through D will be increased by 2% and Grade E will be increased by 4%.
The Salary Schedule will be increased by 2.25% for July 1, 2014, to June 30, 2015.
The Salary Schedule will be increased by 2% for July 1, 2015, to June 30, 2016.

7.2 Salary Rates for Part-time Faculty (See Appendix B)

The Salary Schedule will be increased by 0% for July 1, 2013, to June 30, 2014.
Effective July 1, 2013 a grid adjustment of 2% will be made to Step 4 on the grid.
The Salary Schedule will be increased by 2.25% for July 1, 2014, to June 30, 2015.
The Salary Schedule will be increased by 2% for July 1, 2015, to June 30, 2016.

7.3 Qualifications and Verification for Grade Placement for Full-time Faculty

In general, recognition will only be given to academic qualifications from an accredited Canadian University that are applicable to the area in which a faculty member 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 faculty member gives instruction.

GRADE C: A Master's Degree or First Class Power Engineer

GRADE D: A Bachelor's Degree plus one full year in a graduate program, but lacking the Master's 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 (1/2) of the course credits in the degree.

GRADE E: All other faculty

Article 7, continued

7.4 Increment Requirements for Initial Placement

7.4.1 Post-Secondary Teaching Experience

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

7.4.2 Secondary and Elementary Experience

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

7.4.3 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.

7.4.4 A combination of Articles 7.4.1 and 7.4.2 and 7.4.3 shall not exceed six increments.

7.5 The College President or his/her designate reserves the right to grant higher than normal initial salary placement on the grid to a faculty member.

7.6 Salary for Non-instructional time

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 during non-instructional time. The remuneration to teach a forty-two hour credit semester course will be and \$3120 and the remuneration for laboratory instruction will be and \$624 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 faculty member receives overload pay determined by prorating his/her basic salary according to his/her workload, as approved as per Article 6.2.

Article 7, continued

7.7 Promotion on Grid

- a) Promotion will be withheld only for just cause on the recommendation of the Vice President Academic and appropriate Dean. A notice stating the specific grounds for refusing promotion on the grid will be delivered to the faculty member 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 12) and unsatisfactory instructional performance.
- b) Promotion to the next step on the salary grid shall follow for full-time regular and full-time temporary faculty 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 January or the first day of July of the following academic year in correlation with the full-time hire date.
- c) If a faculty member's academic qualifications change during the year and the faculty member is entitled for movement to another grade, the adjustment may be made the first day of the month following receipt by the Vice President Academic of proof of the following requirements:
 - Grade A or Grade C movement: completion of all requirements and the designation has been awarded or conferred.
 - Grade B or Grade D movement: completion of all requirements as outlined in Article 7.3.

7.8 Annual salary for regular, temporary, and probationary full-time faculty shall be paid in equal monthly installments after appropriate deductions have been made. Salaries for part-time temporary faculty 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.

7.9 Full-time Temporary Faculty

Full-time temporary faculty will be paid 100% of the salary determined by their grid placement, pro-rated for the length of the contract. Full-time temporary faculty 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 7, continued

7.10 Part-time Temporary Faculty (See Appendix B)

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

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

a) Contact Hours

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

b) Initial Grid Placement (Step 1)

Effective July 1, 2014, at the time of initial appointment, part-time faculty shall be given recognition for their academic qualifications from an accredited Canadian University that are applicable to the area in which a faculty member is teaching. Degrees conferred outside of Canada must be accredited by the Province of Alberta, International Qualifications Assessment Service, in order to be valid and recognized by Medicine Hat College.

All part-time faculty who are newly hired, must provide official transcripts verifying his/her qualifications and will be placed on the part-time salary grid as follows.

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: Earned Doctorate, Master's Degree or First Class Power Engineer

c) Service Increment (Step 2)

Effective July 1, 2012, a part-time employee who has satisfactorily completed six (6) semesters of work as a part-time employee with Medicine Hat College, counting from their last service increment, 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)

Effective July 1, 2012, a part-time employee who has satisfactorily completed twelve (12) semesters of work as a part-time employee with Medicine Hat College, counting from their last service increment, 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)

Effective July 1, 2014, a part-time employee who has satisfactorily completed sixteen (16) semesters of work as a part-time employee with Medicine Hat College, counting from their last service increment, 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 7, continued

7.11 Distributed Learning Faculty Remuneration (See Appendix B)

- a) Lecture Hours
Distributed Learning Faculty 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 Faculty in the Therapist Assistant program who are assigned lab responsibilities will be paid a flat fee per student per lab as indicated in Appendix B.
- d) Approval
Exceptions to the payment formula are subject to the approval of the Vice President Academic or designate.

7.12 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:

$$\frac{\text{Hours of instruction}}{\text{Maximum hours of range}} \times \text{Full-time Grid Placement}$$

7.13 Hourly Rate in Paramedic, Practical Nursing, Health Care Aide, Nursing or Related Programs

Part-time faculty 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).

7.14 Part-time faculty are not eligible for professional leave.

7.15 A faculty member who has accumulated six (6) 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.

7.16 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 8

Benefits

- 8.1 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 faculty. 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) The extended health and dental plans 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 of \$2,500, paramedical maximum of \$30 per visit, coverage for diabetic supplies, eye exam maximum of \$70 every 24 months, and dental reimbursement in accordance to the Usual and Customary Dental Fee Schedule.
 - c) The College's current benefit plan includes a three hundred dollar (\$300) Health Spending Account per eligible employee each benefit year with a maximum one year carryover on June 30th. Effective January 1, 2015, the Health Spending Account will increase to six hundred dollars (\$600) per eligible employee each benefit year. The account is administered by the College's current benefit provider and in accordance with the income tax act and applicable regulations.
 - d) The amount of life insurance is four times the annual earnings, rounded to the next highest \$1,000, with a maximum coverage of \$750,000.
 - e) 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.

8.2 Pension Plan

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

Article 8, continued

8.3 Long Term Disability Insurance

The individual eligible faculty member 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. A faculty member, upon approval of the Insurer and after one hundred and twenty calendar days of continuous illness, will receive Long Term Disability Insurance Plan benefits, as well as the benefits of Article 8.1.

Long Term Disability benefit is 60% of regular monthly salary with a maximum of \$8,000 per month, or 85% of net pre-disability earnings, whichever is less.

8.4 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 faculty member 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.

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.

ARTICLE 9
Statutory Holidays & Vacation

9.1 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
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.

9.2 Vacation

- a) All full-time faculty covered by this contract shall be entitled to forty-four working days of paid vacation. The forty-four working days entitlement is based on working a full academic year and is pro-rated for periods less than one year. 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 faculty. Unless altered by written permission of the dean, whose permission will not be unreasonably withheld, all full-time faculty are to be on campus two weeks prior to the commencement of class instruction.

9.2.1 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 10 Leaves

10.1 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 at 100% of base salary for a maximum of 90 calendar days with supporting medical documentation. The base salary will be reduced from the ninety first (91st) day of disability through, and inclusive of, the one hundred twentieth (120th) day of disability to an amount equal to what the insurance company pays for Long Term Disability.

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

10.2 Faculty 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.

10.3 Maternity/Parental Leave

At the request of a faculty member, maternity/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 a faculty member's maternity/parental leave commences during either the Fall or Winter Semester, the salary shall be calculated as follows:

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

The faculty member shall, whenever possible, give the employer at least 2 months written notice of the date the faculty member will start maternity/parental leave. The faculty member shall give the employer at least 2 months written notice of their intent to return to work.

10.4 Court Leave

A faculty member 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 faculty member shall be reimbursed by the faculty member to the college.

The college may require the faculty member to provide proof of service from an officer or Clerk of the Court.

Article 10, continued

10.5 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 faculty member 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 11

Professional Development

11.1 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.

11.2 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 approval of applications for sabbaticals, short term study leaves, or other professional development activities as sponsored by the college.

11.3 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 faculty member 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 faculty hired on a twelve month contract are eligible for the individual professional development allotment during the academic year of the employment contract.

11.4 Individual Allotment

Individual allotment funds will be allocated for professional development, based on an amount of \$1650 per year for each full-time regular and full-time temporary faculty member 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 faculty member and of value to 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, travel to professional meetings, and software and electronic devices (such as tablets and e-readers) for educational purposes. The purchase of personal computers and associated hardware, televisions and cell phones will not be allowed.

Article 11, continued

In addition, each full-time faculty member may accumulate unused individual allotment funds for a period not to exceed three years in the amount of \$4950 beginning June 30, 2015. Funds from the personal allotment that have been carried over and are not spent in the third year will be allocated to the Vice President Academic's fund for faculty professional development.

11.5 Professional or Short Term Study Leave

The college will annually make available funds for an approved one-year professional leave. These funds may be allocated to a professional leave, short term study leave or a combination thereof.

- a) A full-time regular faculty member is eligible for professional or short term study 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 or short term study 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 7.3.
- c) Generally, the granting of a professional or short term study 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 or short term study leave requested.
 - Number of applications received for professional or short term study 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 or short term study leave.
- d) 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.

- e) 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.
- f) Short term study leaves include any individual or group development activity eight (8) weeks or less in duration.

- g) While on a half-year professional leave, the faculty member will, as hereinafter provided, receive 75% of one-half (1/2) of the annual salary he/she would have received had he/she remained in his/her instructional duties.
- h) While on 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.
- i) While on an approved short term study leave, the faculty member will receive 100% of the annual salary he/she would have received had he/she remained in his/her instructional duties.
- j) A faculty member, while on professional or short term study 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 or short term study leave beyond current additional employment.
- k) If the sum of the outside assistance and/or new remunerative employment and the professional or short term study leave salary, less reasonable traveling and living expenses, exceeds the basic College salary, the professional or short term study 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 or short term study leave.
- l) If a faculty member's salary is increased, while on a professional or short term study leave, he/she will receive the benefit of such a salary increase, and shall retain his/her standing on staff.
- m) During a professional or short term study leave, the faculty member is eligible for benefits under Article 8.1 of the contract. The granting of a paid professional or short term study leave will not interfere with normal salary increments.
- n) Faculty members, while on a professional or short term study leave, are entitled to apply for the individual allotment.
- o) After completing a half-year professional leave or a short term study leave, the faculty member 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 faculty member 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 or short term study leave salary received, while on such a professional or short term study leave.
- p) Faculty members are required to provide written reports to their Dean detailing the individual, program, and college learning outcomes of the professional or short term study leave. Professional leaves that are one year in duration require a midpoint report. A midpoint and final report must be submitted to their Dean, within thirty (30) days of the midpoint of the leave and within thirty (30) days of the end of the leave respectively, and then forwarded to the Vice President Academic, Human Resources and Faculty Association.

- q) 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.

ARTICLE 12

Faculty Evaluation

12.0 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.

12.1 Probationary Faculty Evaluations

Full-time faculty are on probation for the first two years of their appointment. Full-time faculty 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 faculty member 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 faculty member in his/her division. An evaluation team shall be selected as follows:
 - i. The evaluatee's dean, whose responsibilities are to:
 - Coordinate the evaluation and provide general timelines.
 - Consult with the faculty member and provide a specific time period not to exceed (3) days of when the classroom observation will occur.
 - 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 12.4.

Article 12, continued

- ii. A full-time regular faculty member chosen by the evaluatee and a full-time regular faculty member from a different division, selected by the dean, whose responsibilities are to:
 - Provide assistance to the evaluatee in selecting additional questions for the student questionnaire,
 - Meet with evaluatee a minimum of two (2) times during a semester,
 - Observe a class if requested by the evaluatee,
 - Attend evaluation meetings as requested by the dean, and
 - 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) Human Resources will administer the student questionnaire, during a class time which is different, if possible, from the class visited by the dean or Vice President Academic. Human Resources will distribute, collect, and forward the questionnaires for tabulation. Human Resources will receive the tabulated questionnaires and type the comments verbatim forwarding the completed questionnaires to the supervisor.

- c) 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.

- d) 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.

- e) 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.

- f) 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.

- g) 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.

- h) At the end of the first probationary year, the evaluation report presented to a full-time probationary faculty member must be submitted no later than the first day of May of that probationary year.

Article 12, continued

- i) At the end of the second probationary year, the evaluation report presented to a full-time probationary faculty member must be submitted no later than the first day of May of the probationary year. If warranted, probation may be extended by semester for a maximum of two (2) additional semesters beyond the second probationary year.
- j) In the event the full-time probationary faculty member 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.
- k) The decision of the evaluation team shall be final with no appeal.

12.2 Part-time Temporary Faculty Evaluations

A part-time temporary faculty member 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 faculty member must be administered to at least one class of the faculty member's students each Fall/Winter/Spring/Summer semester in which he/she teaches. A person designated by the evaluatee shall administer the questionnaires who will collect the completed questionnaires in a sealed envelope and forward them to the Dean.
- b) The scored questionnaires shall be returned to the Dean who will review the results. Once the faculty member has submitted his/her final grades to Student Services, the supervisor will release the returned questionnaires to the faculty member.
- 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 faculty member continues to be offered subsequent part-time temporary contracts, he/she shall follow the evaluation process as defined for full-time regular faculty.

Article 12, continued

12.3 Full Time Faculty Evaluations

12.3.1 Full-time faculty 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 faculty member, shall be administered to at least two classes of the faculty member's students. A person designated by the evaluatee shall administer the questionnaires who will collect the completed questionnaires in a sealed envelope and forward them to the Dean. 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 questionnaires shall be returned to the Dean directly from the scoring organization who will review the results. Once the faculty member has submitted his/her final grades to Student Services, the supervisor will release the returned questionnaires to the faculty member.

12.3.2 Full-time faculty shall complete the following additional requirements for a Summative Evaluation once every four years.

- a) The faculty member shall include a reflective summary, not more than 3 pages in length, of the past four years. Information should 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 faculty member 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.

12.3.3 During the formative or in preparation for a faculty member's summative evaluation, a dean or manager may recommend that the faculty member undertake one or more additional evaluation and training activities as outlined in Article 12.4

Article 12, continued

12.4 Additional Evaluation and Training Activities

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

- a) Student Questionnaire
In addition to student questionnaires, faculty may also distribute division or program specific form(s) or faculty specific form(s).
- b) Dossiers
A dossier documents a faculty member'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
 - Faculty 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 audiotape or videotape a class and then, while viewing the video or listening to the tape, the peer and faculty member could discuss teaching methods and strategies.
 - The faculty member may meet with one or more peers to discuss professional and instructional goals.
- d) Small Group Instructional Feedback (SGIF)
The faculty member 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 a faculty member. This feedback helps faculty improve their teaching, provides suggestions for strengthening the course, and increases communication between students and faculty. More detailed information on the process and a list of experienced facilitators is available in the Faculty Association office.
- e) Instructional Skills Workshop (ISW)
Faculty may participate in an ISW. An ISW involves four to six faculty 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.

12.5 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 13
Discipline

13.1 Disciplinary Action

- a) No faculty member shall be disciplined without just cause.
- b) When disciplinary action is to be taken against a faculty member, the faculty member is entitled to have faculty representation. If disciplinary action is intended to be placed on the faculty member's record, that faculty member shall be informed in writing as to the action and the reasons thereof. When a faculty member has been given a written disciplinary letter, the college shall provide the Faculty Association with a copy of that disciplinary letter.
- c) A faculty member who has been subjected to disciplinary action may, after 36 months worked from the date that disciplinary action was invoked, request that the faculty member'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 faculty member within that time and there is not an outstanding grievance related to the disciplinary action.

ARTICLE 14
Termination of Appointment

14.0 The appointment of a faculty member shall continue in force until terminated by one of the following:

- a) A faculty member 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 a faculty member must resign outside of the normal academic year, the faculty member shall make every effort to give written notice to the dean as much in advance as possible.
- b) A faculty member's appointment may be terminated at any time by mutual agreement between the faculty and the College President or his/her designate.
- c) A faculty member'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.

14.1 **Suspension and Termination**

The President of the college may, at any time, suspend or terminate a faculty member'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 faculty member by the College President or designate. The Faculty Association shall be notified of the suspension or termination.
- b) A faculty will have the right to have faculty association representation when suspended or terminated.
- c) A faculty, whose appointment has been suspended or terminated under this clause shall have the right to grieve in accordance to Article 15, except in the case when the faculty has accepted a severance payment under the terms of Article 14.3. A faculty member who accepts the severance payment as per Article 14.3 automatically waives his/her rights to grievance.

14.2 **Redundancy**

The College shall terminate a faculty member as a result of redundancy pursuant to this Article 14.2. The College may determine redundancy as a result of curriculum changes, insufficient enrolment, or insufficient workload. The College shall determine redundancy in the following order and shall notify the Faculty Association when such redundancy occurs.

- 14.2.1 The College shall first determine redundancy by issuing a request to the faculty members within a certain program to volunteer to the Vice President Academic to resign and accept severance as indicated in Article 14.3. Subject to Article 14.2.2, upon receiving volunteers for resignation, the Vice

President Academic may identify the volunteer(s), if any, accepted for resignation. The College reserves the right to deny any such volunteer his or her resignation pursuant to this Article 14.2.1. Any volunteer accepted for resignation shall be considered redundant and terminated as a result and shall be entitled to receive severance as indicated in Article 14.3.

14.2.2 In the event that there are no volunteers for resignation, or in the event that the Vice President Academic does not accept any such volunteers, the Vice President Academic shall consider any temporary employee or probationary employee within a certain program as redundant. A temporary employee or probationary employee who is terminated as a result of redundancy shall be entitled to receive severance as indicated in Article 14.3.

14.2.3 In the event that there are no temporary employees or probationary employees within a certain program for the purpose of Article 14.2.2, the Vice President Academic shall identify a full-time regular faculty member to be considered redundant as a result of curriculum changes, insufficient enrolment, or insufficient workload. A full-time regular faculty member, whose appointment is terminated as a result of redundancy shall be entitled to severance as indicated in Article 14.3.

14.3 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 15
Grievance Procedure

15.1 A grievance is a difference arising:

15.1.1 with respect to the interpretation application or operation of this Agreement,

15.1.2 with respect to a contravention or alleged contravention of this Agreement, and

15.1.3 with respect to whether a difference referred to in Article 15.1.1 or 15.1.2 can be the subject of arbitration, between the parties to or persons bound by this Agreement and not otherwise covered by other procedures in the Agreement.

15.2 A grievance shall be addressed in the following manner:

15.2.1 Step 1.

A faculty member, with or without the assistance of a member of the Association shall first seek to settle the grievance with their direct supervisor, within ten (10) working days from the date of the incident giving rise to the grievance.

15.2.2 Step 2.

Failing settlement at Step 1, the faculty member and the Association Representative shall within thirty (30) days of the initial discussion with the immediate supervisor, submit the grievance in writing to the Vice President Academic of the College.

The written grievance shall contain the following information:

- a) A summary of the circumstances giving rise to the grievance;
- b) The provisions of the Agreement considered; and
- c) The Particulars of the remedy sought.

The Vice President Academic or their designate shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The Vice President Academic or their designate shall provide a written response to the Faculty Association within twenty working days of hearing the grievance.

15.2.3 Step 3.

Failing settlement at Step 2, the Association shall within fifteen (15) working days of receipt of the written response of the Vice President Academic, submit the grievance in writing to the President of the College. The President of the College or their designate shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The President or their designate shall provide a written response to the Faculty Association within twenty working days of hearing the grievance.

15.2.4 Step 4.

Failing satisfactory settlement at Step 3, the grievance may be referred to Arbitration in accordance with the requirements of Article 16.

Article 15, continued

- 15.3 Grievances arising from demotion, suspension or dismissal may be commenced at Step 2. A policy grievance by the Association or Board may be commenced at Step 2.
- 15.4 Where any person or party or committee fails to discharge responsibilities included under this Grievance Procedure within the time limits stipulated, a griever may, upon expiry of such time limit, advance the grievance to the next step or stage.
- 15.5 In the event a grieving party or person fails to process a grievance within a time limit set out in the procedure, such grievance is terminated and considered abandoned unless extended by agreement in writing.
- 15.6 Time in this Grievance Procedure shall be computed exclusive of Saturdays, Sundays, College Holidays and Statutory Holidays.

ARTICLE 16
Arbitration

- 16.1 The parties may proceed to Arbitration by way of Arbitration Board if the parties have reached Step 4 pursuant to Article 15.2.4 of the Collective Agreement or by mutual agreement of the parties.
- 16.2 Arbitration Board
- 16.2.1 The grievance shall be referred to the Arbitration Board by notifying the other party within ten (10) days of the preceding step and the referent shall name a nominee to the Arbitration Board.
- 16.2.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
- 16.2.3 If a party fails to appoint a nominee to the Arbitration Board, the other may request the Chair of the Labour Relations Board to appoint a nominee for the defaulting party.
- 16.2.4 Upon the appointment of the two nominees so selected, they shall within ten (10) days appoint a third person as a member who shall be chair.
- 16.2.5 If the two nominees fail to agree upon a chair, either or both may request the Chair of the Labour Relations Board to appoint a chair.
- 16.2.6 The time within which any appointment must be made may be extended by agreement between the Parties.
- 16.3 Single Arbitrator
- 16.3.1 Notwithstanding Articles 16.1 and 16.2, by consent the Parties agree that at any time following notice of arbitration under Article 16.2.1 they may elect to proceed to arbitration by way of Single Arbitrator in lieu of an Arbitration Board.
- 16.3.2 Once the parties have agreed by consent to proceed by a Single Arbitrator, the parties must agree within ten (10) days as to who the Single Arbitrator will be.
- 16.3.3 If the two parties fail to agree upon a Single Arbitrator, either or both may request the Chair of the Labour Relations Board to appoint a Single Arbitrator.
- 16.3.4 The time within which the selection of a Single Arbitrator must be made may be extended by agreement between the Parties.

Article 16, continued

- 16.4 The Arbitration Board and Single Arbitrator are governed by the following provisions:
- 16.4.1 They shall neither add to, detract from, nor modify the language of any Section of the Collective Agreement.
 - 16.4.2 It shall hear and determine the grievance and shall issue a decision in writing which is final and binding upon the Association and the College and upon any employee affected by it.
 - 16.4.3 The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the chair or Single Arbitrator governs.
 - 16.4.4 The two parties shall equally share the expense of the chair or Single Arbitrator and, if applicable, each party shall bear the expense of its nominee.
 - 16.4.5 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
 - 16.4.6 The Arbitration Board and Single Arbitrator shall determine the procedure to resolve the dispute subject to the Post-Secondary Learning Act and;
 - (i) may accept any oral or written evidence that the Single Arbitrator or Arbitration Board considers proper, whether admissible in a court of law or not;
 - (ii) is not bound by the laws of evidence applicable to judicial proceedings;
 - (iii) may in any proceeding, award or decision correct any clerical mistake, error or omission;
 - (iv) may administer an oath to a person appearing before the Arbitration Board or Single Arbitrator;
 - (v) may summon and enforce the attendance of witnesses in the same manner as a court of record in civil cases;
 - (vi) may require any person to attend and produce any documents and items the Arbitration Board or Single Arbitrator considers necessary for the purpose of resolving the matters in dispute;
 - (vii) may enter any premises of the College where anything is taking place or has taken place concerning any differences submitted to the Arbitration Board or Single Arbitrator and to inspect and view any work, material, machinery, appliance or article therein and interrogate any person in the presence of the parties or their representatives respecting any such thing or any such differences;

- (viii) may authorize any person to do anything that the Arbitration Board or Single Arbitrator may do under this Article 16.2.5, and to report to the Arbitration Board or Single Arbitrator thereon.

Article 16, continued

16.4.7 Where an employee has been suspended pursuant to Article 14.2, it may direct the College to reinstate the employee and may make such other directive in regard to any penalty it considers fair and reasonable.

16.4.8 Where an employee has been dismissed pursuant to Article 14.2, it may direct the College to reinstate the employee and pay to the employee a sum equal to the salary lost by removal, or such lesser sum as in the opinion of the Arbitration Board or Single Arbitrator is fair and reasonable, and may make such other directive in regard to any penalty it considers fair and reasonable.

16.5 Option – Mediation

16.5.1 A grievance may, upon agreement of both parties be submitted to Mediation for possible resolution before accessing the Arbitration process as contained in Article 16. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the grievance, the grievance shall proceed to arbitration. Should the grievance proceed to Mediation, the parties shall share equally the costs of the Mediator.

ARTICLE 17
General Clauses

- 17.1 All previous agreements or contracts between or affecting the College Board and the Faculty Association are hereby cancelled except as outlined in the attached Letters of Understanding.
- 17.2 Nothing herein contained shall reduce the regular salary of a regular faculty member 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 17th DAY OF March, 2015



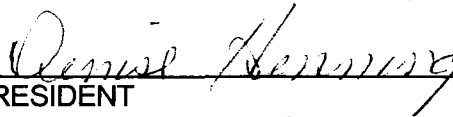
PRESIDENT, FACULTY ASSOCIATION
MEDICINE HAT COLLEGE



CHAIR, BOARD OF GOVERNORS
MEDICINE HAT COLLEGE



CHAIR, NEGOTIATING COMMITTEE
MHC FACULTY ASSOCIATION



PRESIDENT
MEDICINE HAT COLLEGE

APPENDIX A - Salary Schedule

Full-time Grid

July 1, 2013 to June 30, 2014

	E	D	C	B	A
1	58,312	61,341	67,209	69,480	71,906
2	61,148	64,180	70,052	72,320	74,745
3	63,988	67,018	72,888	75,160	77,589
4	66,831	69,859	75,727	78,000	80,428
5	69,667	72,696	78,564	80,840	83,266
6	72,508	75,535	81,404	83,678	86,106
7	75,347	78,377	84,249	86,517	88,948
8	78,187	81,218	87,085	89,356	91,790
9	81,029	84,059	89,926	92,197	94,633
10	83,870	86,901	92,767	95,040	97,474
11	89,916	91,279	97,263	99,839	103,835

July 1, 2014 to June 30, 2015

	E	D	C	B	A
1	59,624	62,721	68,722	71,043	73,524
2	62,524	65,624	71,628	73,947	76,427
3	65,428	68,526	74,528	76,851	79,335
4	68,335	71,431	77,430	79,755	82,237
5	71,235	74,332	80,332	82,659	85,139
6	74,139	77,234	83,235	85,560	88,044
7	77,042	80,140	86,144	88,464	90,950
8	79,946	83,045	89,044	91,366	93,855
9	82,852	85,950	91,950	94,271	96,762
10	85,757	88,856	94,854	97,178	99,667
11	91,939	93,333	99,451	102,085	106,171

APPENDIX A - Salary Schedule, Continued

Full-time Grid

July 1, 2015 to June 30, 2016

	E	D	C	B	A
1	60,816	63,975	70,096	72,464	74,994
2	63,774	66,936	73,061	75,426	77,956
3	66,737	69,897	76,019	78,388	80,922
4	69,702	72,860	78,979	81,350	83,882
5	72,660	75,819	81,939	84,312	86,842
6	75,622	78,779	84,900	87,271	89,805
7	78,583	81,743	87,867	90,233	92,769
8	81,545	84,706	90,825	93,193	95,732
9	84,509	87,669	93,789	96,156	98,697
10	87,472	90,633	96,751	99,122	101,660
11	93,778	95,200	101,440	104,127	108,294

APPENDIX B – Salary Schedule

Part-time Rates

		July 2013 - June 2014		July 2014 - June 2015		July 2015 - June 2016	
		<u>E</u>	<u>C</u>	<u>E</u>	<u>C</u>	<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	85.00	101.64	86.91	103.93	88.65	106.01
	Step 2	91.04	109.86	93.08	112.34	94.94	114.59
	Step 3	107.58	128.69	110.00	131.59	112.20	134.22
	Step 4	125.33	149.42	128.15	152.78	130.71	155.84
Category 4 - 6	Step 1	60.24	71.99	61.59	73.61	62.82	75.08
	Step 2	63.78	76.21	65.21	77.93	66.51	79.49
	Step 3	73.25	87.53	74.90	89.50	76.40	91.29
	Step 4	85.64	102.33	87.57	104.63	89.32	106.72
Category 7	Step 1	48.38		49.47	59.12	50.46	60.30
	Step 2	50.78		51.92	62.04	52.96	63.28
	Step 3	56.70		57.98	69.29	59.14	70.68
	Step 4	62.61		64.02	76.50	65.30	78.03

Article 7.13 Hourly Rates

	<u>July 2013 - June 2014</u>	<u>July 2014 - June 2015</u>	<u>July 2015 - June 2016</u>
Clinical Rate	65.23	66.70	68.03
Lab Coach Rate	54.42	55.64	56.75

Distributed Learning Rates

	<u>July 2013 - June 2014</u>		<u>July 2014 - June 2015</u>		<u>July 2015 - June 2016</u>	
	<u>Bachelor's</u>	<u>Master's</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Bachelor's</u>	<u>Master's</u>
Therapist Assistant Lab	\$520 per student per lab		\$532 per student per lab		\$543 per student per lab	
DL Rate	85.00	101.64	86.91	103.93	88.65	106.01
Overload DL Rate	94.26	122.97	96.38	125.74	98.31	128.25

Distributed Learning Formula - Number of students/10 x Course Lecture Hours x DL Hourly Rate

ADDENDUM

Medicine Hat College Supplementary Employment Insurance Benefit Plan

(S.E.I.B.)

1. The objective of this plan is to supplement the Employment Insurance benefits of Employees where the Employee is medically unable to work due to the pregnancy and/or birth of her child. Such period of time shall be considered a health-related absence covered by illness leave subject to the Employee's right-of-access to Employment Insurance benefits.
2. This plan covers Full-time Regular and Full-time Temporary Employees.
3. Benefits payable under the plan are a sum which, combined with gross E.I. benefits and all other earnings, equals 100% of the employee's weekly earnings. In any week, the total amount of SEIB payments and the weekly rate of E.I. benefits will not exceed 100% of the Employee's weekly earnings.
4. The duration of the benefit is the period of health-related maternity leave, as established and confirmed in writing by the Employee's physician, to a maximum of fifteen (15) weeks, or the Employee's accumulated sickness entitlement, whichever is the lesser.
5. In order to qualify for this plan, a pregnant Employee must:
 - a. provide the Employer with a certificate of a duly qualified medical practitioner certifying the duration of the health-related leave;
 - b. provide the Employer with proof that she has applied for, and is in receipt of Employment Insurance benefits. (Satisfactory proof will be the provision of a cheque stub from Human Resources Development Canada.)
6. During the period of maternity leave, an Employee who qualifies is entitled to a maternity leave allowance in accordance with the SEIB plan as follows:
 - a. For the first two (2) weeks waiting period, or the Employee's accumulated sickness entitlement, whichever is the lesser, the Employee shall receive 100% of her weekly rate of pay;
 - b. For up to a maximum of thirteen (13) weeks, or the remainder, if any, of the Employee's accumulated sickness entitlement, whichever is the lesser, payments equivalent to the difference between E.I. benefits the Employee is eligible to receive 100% of her weekly rate of pay. Normally, the health-related portion of the leave is a maximum of six (6) weeks post delivery unless extenuating circumstances exist.
7. Employees do not have a right to SEIB payments, except for supplementation of E.I. benefits for the unemployment period as specified in paragraph 4 of the plan.
8. This plan is financed solely by the Employer from general revenues. Separate accounting procedures will be implemented for SEIB payments.

9. This plan shall remain in effect subject to continued compliance and approval with the requirements of the Human Resources Development Canada.
10. Human Resources Development Canada shall be notified in writing within 30 days of any changes to this plan and the effective date of such changes.
11. The following deductions shall be made from the Supplementary Employment Insurance Benefit, as applicable:

*Income Tax	*Dental Plan
*L.A.P.P.	*Faculty dues
*Group Insurance	
12. Employees in receipt of SEIB payments shall not be entitled to receive leave for other purposes (i.e. compassionate leave) during the period of leave related to maternity.
13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Workload Review

A.1 Purpose

The purpose of this review is to assess workload which will include, but is not limited to, responsibilities, programs, instructional hours, and comparisons to other similar post-secondary institutions for reasonableness.

A.2 Workload Review Committee

Vice President, Academic will chair a workload review committee made up of equal representation with a maximum of 4 members from each management and faculty.

A.3 Review Process

The review process will consist of three phases.

Phase 1: The review committee will establish elements of workload that require review.

Phase 2: An outside consultant will be engaged to assist with data collection. Cost of the consultant is to be shared equally between the Faculty Association and the College.

Phase 3: The review committee will review the consultant's results and will prepare a summary and a recommendation for consideration by the College President and the President of the Faculty Association. Any recommendation made by this committee will be subject to acceptance by the MHC Faculty Association and MHC Board of Governors as part of future negotiations.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Faculty Professional Development Plan

The parties agree that a committee shall be established to discuss and develop guidelines and a template for a Faculty Professional Development plan. The professional development plan is the primary document in approval of applications for professional development activities

1. The committee shall be comprised of up to four representatives from the Faculty Association, selected by the Faculty Association Executive, and up to four representatives named by the Employer. The Vice President, Academic shall be the chairperson.
2. The plan will identify the faculty member's activities inside and outside the classroom, including:
 - a. Workload reassignments that provide for research and scholarly activity (funded or unfunded) during a regular teaching semester;
 - b. Professional development and scholarly or research activities during periods of accountable time outside of regular teaching;
 - c. Short-term leaves of absence; and
 - d. Professional/sabbatical leaves.
3. The committee will make recommendations for approval by the Medicine Hat College Faculty Association and the President/CEO of Medicine Hat College.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Mandatory Retirement (Age 65)

The parties agree that, in the event that Local Authorities Pension Plan (LAPP) removes the mandatory age of 65 from the Plan, and/or allows members to contribute to the Plan after age 65, the parties will review Article 14.0 c) and related articles.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Evaluations

The parties agree to establish a committee to review faculty evaluation and its processes in relation to student evaluation results and professional responsibilities including but not limited to professional development planning and reporting, scholarship, research, and professionalism.

The committee shall be comprised of up to four representatives from the Faculty Association, selected by the Faculty Association Executive, and up to four representatives named by the Employer. The Vice President, Academic and Faculty Association President shall co-chair this committee.

1. This committee will initially meet to set the Terms of Reference and determine the guidelines for proceeding.
2. The Faculty Evaluation Committee will gather data as outlined in the guidelines for use by this committee.
3. This committee will develop recommendations that are non-binding until mutually agreed upon by both parties.

The parties agree the review will be concluded by June 30, 2016.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Administrative Authorization

As the college transitions to a new structure with multiple levels of academic responsibility and authority, the parties agree that from time to time there may be a need to clarify the appropriate level of authorization required in relation to the administrative decisions of the Dean, Associate Dean, Department Chair, and Academic Manager.

Clarification shall be determined through consultation between the Vice President, Academic and the President of the Faculty Association.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Coaching Evaluations

The parties agree that coach/instructor academic appointments require both coaching and teaching evaluations. The teaching evaluation will be assessed using the process outlined in Article 12. The parties agree that a coaching evaluation process shall be established by March 31, 2015 for approval by the Medicine Hat College Faculty Association and the President and CEO of Medicine Hat College.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Department Chair

This Letter of Understanding (LOU) is effective July 1, 2014 to June 30, 2015 for the Department Chair position pilot(s). The intent is to monitor and evaluate this position through the pilot phase. Definitions and terms agreed to in this Letter of Understanding are not binding for future negotiations. This LOU may be extended by mutual agreement.

1. Definition

Department Chair means a Faculty member appointed by the College for a fixed term to be in charge of and responsible for the operations of an academic department.

2. Eligibility

Normally, the Department Chair position will be filled by a full-time regular, non-probationary faculty member coming from one of the program areas that the Department Chair position manages.

3. Department Chair Selection

The Department Chair appointment shall be made through a competitive recruitment process. The Selection Committee will be comprised of the Vice President Academic as non-voting Committee Chair, the appropriate Dean, two regular Faculty members from the department, one (1) regular Faculty member external to the department, and a non-voting Human Resources representative. In the event of a tie the committee chair will cast the deciding vote.

If the Department Chair position becomes vacant during the term of office, the Vice President may appoint an acting chair and convene a meeting of the Department as soon as is practical.

4. Term of Department Chair Appointment

For the purpose of this pilot phase, the initial term of the Department Chair will be for one year on the understanding the initial year may be credited to the term of the ongoing Department Chair position.

5. Return to regular instructional duties

By mutual agreement between the Dean and the Department Chair, by March 1, 2015 this pilot year will be credited to the term of the ongoing Department Chair position. If the Department Chair wishes to return to a full-time instruction position they will provide written notification to that intent by March 1, 2015. If the Dean elects to return the Department Chair to his/her full-time instruction position, written notification will be provided by March 1, 2015.

6. Department Chair Primary Duties

The Department Chair will:

- Work with the Dean and divisional staff to establish and implement program, department, and divisional goals and objectives to align with college goals and objectives.
- Manage the work of faculty and staff in the department and ensure that issues, including performance management, are addressed in a timely manner and that day to day operations of the department are managed at an appropriate level. The Dean will maintain ultimate responsibility for performance issues that have the potential to become disciplinary in nature.
- In consultation with faculty and under the guidance of the Dean, ensures program currency and integrity of program content and delivery. Makes recommendations and assists in course and curriculum revision, development, and maintenance, and in the establishment of new courses and programs reflecting college direction and processes.
- Participates and promotes cross-college planning and committee work.
- Assist or lead where appropriate in the recruitment, interviewing, selection and orientation of new faculty and staff.
- Completes staff evaluation in accordance with policy and faculty evaluations as described in the Appendix A.
- Provides input into the department budget preparation and recommends budget adjustments when required. Monitors, administers and authorizes purchases, travel, and other relative department expenditures in accordance with college policy.
- Provides leadership in the development of faculty and staff. This may include mentoring, developing effective teams, building a positive culture, approving professional development plans and activities.
- Provides support and direction to students and addresses student concerns in a timely manner.

7. Department Chair Workload

For the purpose of this pilot phase the Department Chair is normally expected to teach one (1) course per semester and not more than an average of six (6) contact hours per week. Exceptions for special circumstances may be approved by the Dean.

Chairs will receive an annual stipend of \$10,000 gross (paid in monthly installments) and will remain fixed during this pilot phase.

8. Department Chair Evaluation

In addition to evaluation and development requirements of the teaching component of a Department Chair's workload, individual chair performance evaluation will also occur with a focus on administrative and leadership abilities, using an evaluation tool that is designed in collaboration with the Faculty Association by June 30, 2014.

Going Forward

Because this letter of understanding covers only the pilot phase of the Department Chair position there are a number of information items that discuss the intent moving forward with the position.

- Appointment of a Department Chair shall be for an initial three-year term with the option of renewal for an additional three year term as mutually agreed among the Vice President Academic, Dean and the Department Chair.
- Department Chair shall be required to serve a twelve (12) month probationary period.
- Department Chair may elect to return to a full time instruction position at the end of the term, or, by mutual agreement between the Dean and the Department Chair, by March 1st may extend their appointment by one additional three year term. Where possible, Department Chairs who wish to return to a full time instruction position will provide written notification of their intent one (1) year prior to the end of the term, no later than July 1, to allow time for recruitment into the position for the upcoming year.
- The Dean in consultation with the Department Chair may also elect to return the Department Chair to his/her full-time instruction position at the conclusion of the probationary period upon notification of such intent to the Department Chair by March 1st. In extenuating circumstances such notification is not required. An alternative workload will be assigned and salary continued (not including the stipend) until workload as an instructor is re-established in the College's next academic term.

Appendix A

Evaluations will be conducted as follows:

- The Department Chair, in consultation with the dean, is responsible for setting up the evaluation team for each full-time probationary faculty member in his/her division and shall:
 - Coordinate the evaluation and provide general timelines.
 - Consult with the faculty member and provide a specific time period not to exceed (3) days of when the classroom observation will occur.
 - Visit the classroom of the evaluatee to observe teaching skills, interaction with students, and presentation of subject matter. The Dean may conduct the classroom assessment in place of the Department Chair.
 - 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 Dean for his/her signature. The Dean will meet with the evaluatee a minimum of once per year within the probationary period.
 - If significant problems with the performance of the probationary instructor being evaluated are identified, then the Dean will step in as the evaluator.
- A part-time temporary faculty member may be evaluated during his/her employment according to the same procedures in effect for full-time probationary faculty as noted above. The Department Chair may elect to conduct a classroom assessment and meet with the faculty member to discuss the student questionnaire and student comments.
- The Department Chair, in consultation with the dean, is responsible for summative evaluations for full-time regular faculty. This includes scheduling a meeting with the faculty member to discuss/review the summative evaluation and forwarding it to the dean for their review.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Employment Insurance Premium Reduction Program

Medicine Hat College (MHC) currently participates in the Employment Insurance Premium Reduction Program as offered through Service Canada which is related to the short term disability benefit. This allows MHC to pay Employment Insurance premiums at a rate that is lower than the standard employer rate. As a result of this, effective for the calendar year beginning January 1, 2014, the college will make available to the Faculty Association by April 30th of the following year, and each subsequent calendar year, an amount equal to 6/12 of the EI reduction premium savings for Faculty Association members based on the previous calendar year. This will remain in effect as long as MHC is actively participating and receives a premium reduction from the Employment Insurance Premium Reduction Program.

The Faculty Association will administer and utilize the funds exclusively for professional development activities of their members.

LETTER OF UNDERSTANDING

BETWEEN

MEDICINE HAT COLLEGE (MHC)

and the

MEDICINE HAT COLLEGE FACULTY ASSOCIATION

Employment Insurance Premium Reduction Program

Medicine Hat College (MHC) currently participates in the Employment Insurance Premium Reduction Program as offered through Service Canada which is related to the short term disability benefit. This allows MHC to pay Employment Insurance premiums at a rate that is lower than the standard employer rate. The program requires the employer to return a minimum of 5/12 of the saving to the employees.

Medicine Hat College agrees to provide a one-time amount of \$30,000 to the Faculty Association in consideration of past Employment Insurance Premium Reduction Program savings upon ratification of this collective agreement. By accepting this amount the Faculty Association agrees that no further claims in regards to the Employment Insurance Premium Reduction savings prior to January 1, 2014 will be made against Medicine Hat College.

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