

COLLECTIVE AGREEMENT

BETWEEN

**BOARD OF GOVERNORS OF
LAKELAND COLLEGE**

AND

**LAKELAND COLLEGE FACULTY
ASSOCIATION**

July 1, 1999 – June 30, 2001

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PREAMBLE

This Agreement made the 18th day of June, 1999 A.D.

BETWEEN:

The Board of Governors of Lakeland College
(hereinafter called the "Employer")

OF THE FIRST PART

and

The Lakeland College Faculty Association, on behalf of all
Employees covered by this agreement (hereinafter called the
"Association")

OF THE SECOND PART

WHEREAS the Board of Governors is an Employer as
specified in the Colleges Act, Chapter 18, RSA 1980 as
amended to 1995 and administers Lakeland College.

AND WHEREAS pursuant to the provisions of the Act; the
Association has the right to negotiate on behalf of the
Employer's Employees as specified in Article 3 of this
agreement.

WHEREAS, the parties are mutually desirous of entering into a
Collective Agreement with the intent to promote a harmonious
relationship between the said Employees and the Board of
Governors of Lakeland College and to set forth in this collective
agreement the terms and conditions of employment for each
Employee of the Employer, and provide a procedure for the
consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as
follows:

ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 A word used in the singular may also apply in the plural;
- 1.3 "Act" means the Colleges Act, being the revised statutes of Alberta, 1980, Chapter C-18, with amendments in force as of March 27, 1995;
- 1.4 "President" means the Chief Executive Officer of Lakeland College;
- 1.5 "Faculty Association" means the Lakeland College Faculty Association;
- 1.6 "Academic Council" means Lakeland College Academic Council as required by the Colleges Act;
- 1.7 "Faculty Member" means any individual designated by the Board within this Agreement. Individuals employed as Counsellor, Public Services Librarian, and Learning Assistance Centre Coordinator are designated as Faculty Members;

- 1.8.1 "Work Day" shall normally include a morning and an afternoon, or an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 21 of this agreement;
- 1.8.2 A Faculty Member's normal hours of work shall not exceed seven (7) hours per day ;
- 1.8.3 "Work Day" for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.8.1;
- 1.9 "Increment" means the difference between one step and the next step within a pay range, as specified in Article 20;
- 1.10 "Family", in addition to its usual meaning, includes common law relatives;
- 1.11 "Full Week" means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 21 of this contract shall be considered a day worked provided the work day immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;
- 1.12 "Board" means the Board of Governors of Lakeland College;
- 1.13 "Centre of Excellence" means an administrative unit under a Team Leader. "Instructional Unit" refers to a department or grouping of departments under a Department Chair;
- 1.14 "Preparation period" shall be any period in which the Faculty Member does not have assigned duties;
- 1.15 A "Semester" is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;
- 1.16 A "Contact Hour" is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.17 "Teaching" means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.18 "Academic Year" means a period commencing July 1 and ending June 30;
- 1.19 "Continuing" member means a Faculty Member whose appointment is continuous from year to year, subject to Clause 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Suspension and Dismissal, and subject to the provisions of Article 7, Reassignment and Termination of Continuing Employees;
- 1.20 "Sessional" member means a Faculty Member whose appointment is for a specific period of time in any of the categories as per Clauses 1.22.3 and 1.22.4;

- 1.21 "Probationary" member means a Faculty Member whose appointment is for a period of probation of two (2) years and who shall, subject to Clause 8.2, upon satisfactory completion of that probationary period, become a continuing member;
- 1.22.1 "Continuing Full-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load of 455 to 650 contact hours;
- 1.22.2 "Continuing Part-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 260 to 454 contact hours;
- 1.22.3 "Sessional Full-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year and who has been initially assigned a teaching load of 455 to 650 contact hours;
- 1.22.4 "Sessional Part-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year during which he is initially assigned a teaching load of fewer than 455 contact hours;
- 1.23 "Long Term Professional Development " means those activities undertaken by a Faculty Member to upgrade his teaching skills, professional qualifications and/or technical expertise, for a minimum of six (6) weeks and a maximum of twelve (12) months;
- 1.24 "Contact day" is any work day in which a Faculty Member has an assigned teaching load;
- and the Association, without delay, but in any event within fifteen (15) calendar days after notice is served, shall meet and commence, or cause authorized representatives to meet and commence, to bargain collectively in good faith.
- 2.5.1 If by May 31st the Association and the Board have not been able to agree upon the terms of the New Agreement, either party may notify the other in writing of its desire to submit resolution of the agreement to arbitration.
- 2.5.2 The notice referred to in Clause 2.5.1 shall
- i) contain a list of the matters in dispute, and
 - ii) specify a name or a list of names of the person or persons whom the party submitting the notice is willing to accept as a single arbitrator;
- 2.5.3 On receipt of a notice referred to in Clause 2.5.1, the party receiving the notice,
- i) if it accepts the person or one of the persons suggested to act as an arbitrator, shall, within seven (7) days, notify the other party accordingly and the dispute shall be submitted to the arbitrator, or
 - ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as a single arbitrator;
- 2.5.4 If the parties are unable to agree on a person to act as a single arbitrator, either party may, in writing, request that the Minister of Advanced Education and Career Development appoint a single arbitrator.

ARTICLE 2 - NEGOTIATION PROCEDURES

- 2.1 The Board of Governors recognizes the Lakeland College Faculty Association as the sole and exclusive bargaining agent for all academic staff as defined in Article 1 of this Agreement.
- 2.2 Both parties shall agree and set aside a certain period of time, allocated on a weekly basis, to be devoted to discussion of the proposed Agreement. This period shall be specified prior to the commencement of negotiations.
- 2.3 At the commencement of negotiations both negotiating parties shall exchange notification of authorization to enter into negotiation of an Agreement.
- 2.4.1 Negotiations shall commence not later than one hundred and fifty (150) days prior to the expiration of the present Collective Agreement in order to conclude a replacement Collective Agreement by May 31 of the current contractual year as specified in Clause 3.3.
- 2.4.2 Any extension of negotiations beyond May 31, as specified in Clause 2.4.1, must be by the mutual agreement by both parties.
- 2.4.3 When a notice to commence collective bargaining has been served pursuant to this section, the Board
- 2.5.5 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- 2.5.6 The arbitrator shall consider the position of the parties on each matter in dispute and try to induce the parties to come to a fair and amicable resolution.
- 2.5.7 If the arbitrator is unable to bring the parties to a resolution, he shall, within twenty (20) days of his appointment or within a longer period agreed on by the parties or fixed by the Minister of Advanced Education and Career Development, make an award in writing concerning all the matters in dispute between the parties and send the award to each of the parties.
- 2.5.8 The parties agree to share equally the expenses of the arbitrator.
- 2.6.1 The time limits referred to may be extended at any time:
- a) upon written agreement of the parties,
 - b) by order of the Arbitration Board prospectively or retrospectively, as the Arbitration Board may consider reasonable.
- 2.6.2 In the event any conflict between the provisions of the Agreement and the Act, as amended from time to time, the Act shall prevail.

- 2.6.3 The award of the arbitrator is final and binding on the parties to the dispute and shall be included in the terms of the Agreement.
- 2.7.1 The negotiating committee(s) of the Board and the Faculty Association shall, upon written request, be provided with information on academic staff composition, existing costs of benefits, and total academic payroll.

ARTICLE 3 - JURISDICTION AND APPLICATION

- 3.1 The Board recognizes the Faculty Association as the sole bargaining agent for those employees who have been designated as Faculty Members by the Board as per Clause 1.7.
- 3.2 This Agreement applies to:
- a) Continuing Full Time Faculty Members
 - b) Continuing Part Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis
 - c) Sessional Full Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 Article 7 - Reassignment and Termination of Continuing Full Time Employees
 Article 8 - Probation
 Article 17 - Maternity Leave
 Clause 26.1 - Long Term Disability Insurance
 - d) Sessional Part Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 Article 7 - Reassignment and Termination of Continuing Full Time Employees
 Article 8 - Probation
 Article 17 - Maternity Leave
 Article 19 - Special Leave
 Article 21 - Paid Holidays
 Article 22 - Vacation Leave
 Clause 26.1 - Long Term Disability Insurance
 Article 27 - Illness Leave
- 3.3 This Agreement shall take effect on July 1, 1999, and remain in effect until June 30, 2001, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Act.
- 3.4 Notwithstanding the Board's commitment to hire Faculty Members in accordance with the terms of this Collective Agreement, the Board may utilize a contract for service when subject specialization, which might include the provision of related specialized equipment, is a barrier to normal recruitment. This clause shall expire at the conclusion of this Collective Agreement.
- 3.5 It is recognized that Lakeland College Faculty Members who have been continuously employed since April 1, 1978, and have prior service with the Government of Alberta, shall have all services recognized for the purposes of this Agreement.

- 3.6 Should any Article, or new provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.
- 3.7 The college shall maintain a ratio of not less than 75:25 of continuing full-time equivalents to sessional full-time equivalent appointments.
- 3.8 The ratio in Clause 3.7 shall be calculated as follows:
- a) each Continuing Full Time and Sessional Full Time Faculty Member shall be counted as 1.0 full-time equivalent
 - b) each Continuing Reduced Time Faculty Member shall count as 0.5 full-time equivalent
 - c) $\frac{\text{part time instructional hours}}{650} = \text{full time equivalent}$
- Hours instructed by Part Time Faculty Members hired during the academic year to assume the instructional load of Continuing Faculty Members who have an unplanned absence (such as sickness, resignation, retirement) will not be factored into the calculation of the ratio.
- 3.9 In the application of this Agreement to the positions of Counsellor, Public Services Librarian, and Learning Assistance Centre Coordinator, the Manager of the respective area shall function as both Department Chair and Team Leader.

ARTICLE 4 - PROCEDURES FOR APPOINTMENTS

- 4.1 Each Team Leader shall establish a faculty selection committee for positions that are Continuing Full-Time, Continuing Part-Time, and Sessional Full-Time.
- 4.2.1 This Selection Committee shall consist of:
- a) The Team Leader of the Centre concerned, or a designee;
 - b) The Department Chair(s), or designee, for the program area concerned. Should two Department Chairs be affected, one shall be designated by the Vice President;
 - c) Two faculty members, at least one of whom shall be from the program area concerned;
 - d) Other individuals as determined by the Committee and approved by the Team Leader.
- 4.2.2 Notwithstanding Clause 3.9, for the positions of Counsellor, Public Services Librarian, and Learning Assistance Centre Coordinator, a Selection Committee shall consist of:
- a) The respective Vice President, or a designee;
 - b) The respective Manager, or a designee;
 - c) Two other individuals selected by the Vice President, one of whom shall be a Faculty Member.
- 4.3 This Selection Committee shall:
- a) interview candidates;

- b) make recommendations to the Vice President regarding the preferred candidate(s), initial appointment, and placement on the salary grid.
- 4.4 The Vice President shall review the recommendations and make the final decision in consultation with the Selection Committee and Human Resources.
- 4.5 At minimum the Team Leader and a Faculty Member, normally the Chair, or their respective designees, will interview and select candidates for Sessional Part Time positions.
- 4.6 Individuals previously interviewed and selected may be re-appointed by the Team Leader to a similar sessional position without a second interview process.
- 4.7 Initial appointment of a faculty member to probationary appointment or continuing appointment shall be by notice in writing from the President or his designee on behalf of the Board and shall, among other things state the effective date, term and category of appointment and specify the annual salary consequent thereof, in conformity with the recommendations of the Faculty Selection Committee. Each letter of appointment shall be accompanied by a copy of the Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement. The secretary of the Faculty Association shall be sent a copy of the letter of appointment.
- 4.8 All new Faculty Members shall, at the commencement of their employment, receive from the Department (Chair) a complete job description outlining all duties expected of them.
- 4.9 Where an administration Employee who was a faculty member at Lakeland College wishes/agrees to return to a faculty position, and can demonstrate the qualifications or the ability and willingness to obtain same within a year, then he shall be so designated if any of the following applies:
 - a) there is a suitable, available position;
 - b) at the conclusion of a term appointment;
 - c) to temporarily replace a faculty member on long-term leave or leave of absence;
 - d) as per another agreement, as agreed to by both the Faculty Association and the Board of Governors.

A redundancy cannot have occurred in the area concerned within the past two (2) academic years.

ARTICLE 5 - CATEGORIES OF APPOINTMENT

- 5.1 Faculty members appointed in accordance with the terms of this Agreement shall be in one of the following four (4) categories as per Clause 1.22:
 - a) Continuing Full Time;
 - b) Continuing Part Time;
 - c) Sessional Full Time;
 - d) Sessional Part Time.

- 5.2 Department Chair(s) shall be selected by the College from within the Centre of Excellence, for a term of approximately three (3) years, ending on June 30. The selection process shall be developed by the Team Leader in consultation with the Faculty Members of the Centre. Candidates for the position of Chair shall normally occupy Continuing Full Time positions.
- 5.3 If a Faculty Member wishes to reduce his appointment status from a Continuing Full Time to a Continuing Part Time position, a special written agreement specifying maximum teaching load and a salary may be reached between him and the Team Leader with the written approval of the Faculty Association.

ARTICLE 6 - NOTICE OF RESIGNATION

- 6.1 A Continuing Faculty Member is required to provide the Employer with no fewer than sixty (60) calendar days written notice of resignation. For each calendar week, or fraction thereof, that the written notice falls short of sixty (60) days, the Faculty Member shall be required to forfeit one days pay up to a maximum of six (6) days.
- 6.2 A Sessional Faculty Member is required to provide the Employer with six (6) weeks prior written notice of resignation if he wishes to resign in good standing.
- 6.3 A Faculty Member who absents himself from his employment and who has not informed the Employer shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Faculty Member that special circumstances such as illness prevented him from reporting to his place of work.
- 6.4 Notwithstanding Clause 6.1, where it can be shown that the Faculty Member was forced into an early departure due to a family crisis, the Faculty Member will be considered to have resigned in good standing and shall not be required to forfeit pay.

ARTICLE 7 - REASSIGNMENT AND TERMINATION OF CONTINUING EMPLOYEES

- 7.1 This Article applies to positions that have or will become redundant. The intent of this Article is to make just provisions for the Faculty Member so affected.
- 7.2 The Board may declare that a Faculty Member's position is redundant (or will become redundant as of a certain date) due to decreased enrolment, course changes, technological changes, or lack of operational funding.
- 7.3 The Board shall give six weeks' prior written notice to a Faculty Member whose position has been declared redundant, and a copy of that notice shall be provided to the President of the Faculty Association at the same time.

7.4 The Board shall make every reasonable effort to place a Faculty Member whose position has been declared redundant in a comparable position which is being filled by the College and which the Faculty Member is reasonably able and qualified to assume.

7.5 If at the end of the six week notice period referred to in Clause 7.3 above, the Board is not able to find a comparable position for the Faculty Member whose position has been declared redundant, the employment of the Faculty Member is terminated, and the Board will compensate the Faculty Member for years of service as follows:

3 to fewer than 5 years	6 months' salary
5 to fewer than 7 years	8 months' salary
7 to fewer than 10 years	10 months' salary
10 years or over	12 months' salary

This payment is in addition to the salary payable during the six week notice period.

Continuing Part-time Faculty Members shall be compensated as noted above on a prorated basis.

7.6 For the 18 months following the date of the termination of the employment of the Faculty Member whose position has been declared redundant, the Faculty Member shall be given preferential consideration for any comparable position which is being filled by the college, which the Faculty Member is reasonably able and qualified to assume.

7.7 The President shall approve any reasonable proposal for retraining which would reasonably allow a Faculty Member who was declared redundant to be reasonably able and qualified to assume a comparable position that is vacant (or contemplated to become vacant) within the next 18 months.

7.8 A Faculty Member who receives severance pay pursuant to the provisions of this Article, and is subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

ARTICLE 8 - PROBATION

8.1 On initial appointment, all probationary members shall be required to complete a two (2) year probationary period.

8.2 Upon satisfactory completion of the probationary period, the faculty member in a full-time continuing or part-time continuing position shall be appointed to continuing member status.

8.3 The recommendation for continuing appointment shall be made by the Team Leader to the President not less than two (2) months before expiration of the candidate's probation. The Team Leader's recommendation will be based on the appraisal process developed by the Performance Appraisal Committee.

ARTICLE 9 - SUSPENSION AND DISMISSAL

9.1 Suspension:

- a) The President or his representative may temporarily suspend any academic staff member for purposes of dismissal;
- b) A notice at the time of suspension, in writing, setting out the specific grounds for such action shall be delivered to the member;
- c) The Member shall be entitled to salary and all contract benefits during time of suspension.

9.2 Dismissal shall be for just and proper cause.

9.3 Appeals begin with a notice of appeal, in lieu of a statement of difference at Clause 18.4.3, delivered to the President's Office within fifteen (15) days of the delivery to the Member of the Notice of Suspension or dismissal and thereafter continues, according to Article 18.

9.4 The Board of Arbitration shall, where appropriate and if requested, make comparisons in the conduct or performance of other Members in like circumstances in judging the question of dismissal or suspension.

ARTICLE 10 – FACULTY ASSOCIATION BUSINESS

10.1 Subject to Clause 10.2, time off, without loss of regular earnings, will be provided for Faculty Association officers to conduct official Faculty Association business on the following basis:

- a) Members of the Negotiating Committee for time spent meeting with representatives of the Board during formal negotiation of a Collective Agreement;
- b) Faculty Association Members for time spent meeting with representatives of the Board at formal Employee Management Committees where matters of mutual concern are discussed.

10.2.1 Time off shall be granted except where disruption of work will arise. Faculty Members shall provide as much advance notice as is reasonably possible when requesting time off. Where such time off is granted for an indeterminate period the Faculty Member shall communicate with the employing department on a daily basis in respect to the date of return.

10.2.2 The Board agrees to pay one third (1/3) release time for the President of the Faculty Association.

10.3 Notwithstanding Clause 10.1 and pursuant to Clause 10.2.1, the Faculty Association shall be allowed to buy such service time as it deems necessary. Any Faculty Member granted service time shall in no way suffer loss of any benefits, increments, privileges, or any other Faculty Member right.

10.4 Pursuant to Clause 10.3 above, the Faculty Association will pay the Board the cost of replacement salaries only.

10.5 Notwithstanding Clauses 10.1 and 10.2.1 above, the Board grants one (1) working day/year when classes are not being held in order to allow the Faculty Association and Management Executives, and the

Faculty Negotiating Committee to discuss the Collective Agreement with the Faculty Association.

- 10.6 Neither the Board nor any person acting on behalf of the Board shall:
- a) refuse to employ or not continue to employ any Faculty Member or discriminate against any Faculty Member in regard to employment because the said Faculty Member is a member, officer or representative of the Faculty Association.
 - b) seek by intimidation, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a person to refrain from becoming or to cease to be a member, officer or representative of the Faculty Association.
 - c) suspend, discharge, or impose any financial or other penalty on a person employed by the Board or take any other disciplinary action against the Faculty Member by reason of that Faculty Member having refused to perform an act prohibited by this Collective Agreement.

ARTICLE 11 - PERFORMANCE APPRAISAL

- 11.1 A Performance Appraisal Committee shall be established and be responsible for developing and maintaining operating procedures for faculty appraisal.
- 11.2 The Performance Appraisal Committee shall consist of:
- a) two Association members--the Vice President, Academics and one other;
 - b) two administration members--the Vice President, Academics, and a Team Leader or designee;
 - c) one other person who is acceptable to the four other members of the committee as a non-voting chairperson.
- 11.3 Faculty evaluations shall be performed by a faculty evaluation committee whose composition and procedures shall be determined by the Performance Appraisal Committee.
- 11.4 Until such time as an operating procedure for faculty evaluation has been developed by the Performance Appraisal Committee, the existing procedures shall be followed as per the April 1986 Professional Standards Committee's Procedural Criteria for Faculty Evaluation Committee and Faculty Selection Committee.

ARTICLE 12 - TEMPORARY PROMOTION

- 12.1 To be eligible for acting incumbency pay, a Faculty Member shall be required to perform the principle duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) work day qualifying period in an acting incumbency position, a Faculty Member shall be eligible for acting incumbency pay for the

total period of acting incumbency including the five (5) day qualifying period.

- 12.2 Acting provisions shall not apply where a Faculty Member is designated additional limited duties to cover off for a Faculty Member proceeding on annual vacation. Where a Faculty Member qualifies in an acting incumbency position, he shall receive a minimum of five (5) percent of his current salary in addition to his regular salary, or he may receive the minimum salary for the class in the higher level position.
- 12.3 When a Faculty Member is required to serve full-time for a continuous period of three (3) calendar months or longer, or such shorter period as approved by the President, as the temporary incumbent of a position with a higher maximum salary assignment than that assigned to his regular position for that period, his salary shall be increased by such amount as specified by the Board but will not be less than five (5) percent higher.
- 12.4 When a Faculty Member who has been serving in a temporary promotion capacity returns to his regular position, his salary and anniversary date shall be re-adjusted to that which would be in effect if he had continuously occupied that position.
- 12.5 The temporary promotion shall be established for a period of not more than one (1) year except where a Faculty Member has been accepted on a foreign assignment with CIDA or CUSO, in which case the President may extend the temporary promotion up to but not exceeding two (2) years.
- 12.6 Should the College desire to make the promotion permanent during the term of the temporary promotion, the temporary promotion shall become of a permanent nature upon the approval of the Board of Governors.
- 12.7 A faculty member temporarily promoted to a higher position shall retain his membership in the Faculty Association.

ARTICLE 13 - WORKLOAD

- 13.1.1 A Faculty Member's teaching load shall be part of his total workload.
- 13.1.2 Teaching load shall be measured by contact hours.
- 13.1.3 Teaching loads shall be determined prior to each academic year by mutual agreement between the Department Chair(s) and the Faculty Member.
- 13.1.4 Amendments to the teaching loads may be made any time during the academic year by mutual agreement between the Department Chair(s) and the Faculty Member.
- 13.1.5 The Team Leader shall make the final decision in cases of disagreement between the Department Chair(s) and the Faculty Member.
- 13.1.6 If the Faculty Member wishes to challenge the teaching load as determined by the Team Leader,

he may appeal the decision to the Vice President, Academic.

13.1.7 Upon receipt of the appeal notice from the faculty member, the Vice President shall convene and chair a committee to hear the appeal. The committee will consist of two Faculty Members appointed by the Association and the appropriate Team Leader. Both the Faculty Member, who is appealing the teaching load assignment, and Department Chair will attend the appeal hearing.

13.2.1 A Faculty Member's teaching load will be as follows:

- Continuing Full Time - 455 to 650 contact hours per academic year
- Continuing Part Time - 260 to 454 contact hours per academic year
- Sessional Full Time - 455 to 650 contact hours per academic year
- Sessional Part Time - fewer than 455 contact hours per academic year

13.2.2 Faculty Members shall not normally teach more than 22 contact hours per week except by mutual agreement between the Department Chair(s) and the Faculty Member.

13.2.3 A Faculty Member's teaching load may include assignments from outside his regular program area, where reasonable.

13.3 Each Faculty Member shall be available for out-of-class consultation on a regular basis. Consultation hours shall be determined each year by the Department Chair and the Faculty Member, and shall be posted.

13.4 In addition to his assigned teaching load, a Faculty Member's duties may include activities such as research, projects, program and curriculum development, revision and updating of material, learning resource centre material review, and professional development activities.

13.5 A Faculty Member who has a low annual teaching load may also undertake additional tasks as described in Clause 13.4 to top off his workload.

13.6 The workload for Full Time Faculty Members hired as Counsellor, Public Services Librarian, or Learning Assistance Centre Coordinator, shall be 35 hours per week.

ARTICLE 14 - UNIFORMS AND PROTECTIVE CLOTHING

14.1 Uniforms, coveralls, smocks or other such items shall be provided at the rate of at least one (1) per semester for the protection of the Faculty Members personal garments. Such items shall be provided, replaced and cleaned upon request of the Faculty Member.

14.2 Protective clothing and safety equipment shall be provided by the Board as required by the Occupational Health and Safety Act and the Regulations thereto.

ARTICLE 15 - TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES

15.1 A Faculty Member who is authorized to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to claim expenses and allowances as established by regulations. Compensation provided by the regulations shall be adjusted annually, on July 1, to reflect increases provided by Regulations Governing the Payment of Subsistence and Travelling Allowances pursuant to College policy.

15.2 No annual adjustments provided under Clause 15.1 above will be applied retroactively.

15.3 Any Faculty Member requested to change his campus of employment, for a period of one Academic Year or less, shall be compensated according to the regulations governing the payment of subsistence and travelling allowances pursuant to College policy for any expenses incurred.

ARTICLE 16 - LEAVE WITHOUT PAY

16.1 Where operational requirements permit and with the approval of the appropriate Vice President, leave without pay may be granted in special circumstances to a Faculty Member. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

16.2 Time limits, pursuant to Clause 16.1, shall be waived when it can be established that the Faculty Member for acceptable reasons, was unable to be within the time limit specified.

16.3 A Faculty Member shall, pursuant to Clause 16.1, be granted a long term leave without pay for personal reasons for a period, normally, of one (1) year but not exceeding two (2) years from the date of leaving to the date of return, provided he has continuing appointment status at the time of application.

16.4 Personal reasons shall include leave for purposes of self-actualization. It may also include other reasons, provided they are acceptable to the appropriate Vice President.

16.5 Any Faculty Member granted leave shall be considered a Faculty Member for the duration of his leave and the appropriate Vice President shall grant service time as provided under Clause 20.4.

16.6 The Employer shall ensure that a position no less favorable than the one held by the Faculty Member before commencing the leave of absence is made available on his return.

16.7 Notification of return or request for an extension of leave shall be given to the appropriate Vice President, no less than sixty (60) days prior to completion of the leave.

ARTICLE 17 – MATERNITY LEAVE

- 17.1 A Faculty Member shall be granted leave without pay for maternity reasons for a period not exceeding one (1) year from the date of leaving to the date of return provided that she has completed one (1) year of continuous service at the time of application.
- 17.2 When a Faculty Member on maternity leave is the major family provider, the Board and Faculty Association will share the costs (50-50) associated with continuing medical and dental coverage for the period of leave.
- 17.3 A Faculty Member granted leave without pay pursuant to Clause 17.1 shall be granted a minimum of seventeen (17) weeks, except where a shorter period is requested by the Faculty Member.
- 17.4 A Faculty Member granted leave without pay for maternity reasons pursuant to Clause 17.1 shall be returned to her former position or be placed in another position at the same salary level upon her return to work. The Faculty Member will be required to give sixty (60) days notice of her intention to return to work and the Board may defer return to work to the commencement of the next session. Failure to give notice in writing sixty (60) days prior to the end of the scheduled leave shall constitute an abandonment of position. No later than eighty (80) days prior to the end of the scheduled leave, the Board shall request in writing, notice of intent from the Faculty Member.
- 17.5 The Faculty Member shall give written notice of the intention to take maternity leave no fewer than forty-five (45) days prior to commencement of such leave except for (a) or (b) below:
 - a) Where the Faculty Member presents a medical certificate which indicates that maternity leave must be commenced earlier than the date authorized by the Human Resources Office, in which case the maternity leave shall be commenced on the date indicated on the medical certificate, or
 - b) Where the Faculty Member indicates she requires leave to conform to the regulations applicable to Unemployment Insurance Benefits.
- 17.6 A Faculty Member who has completed one (1) year of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of vacation leave shall be treated like a new Faculty Member.
- 17.7 Illness arising prior to the commencement of the maternity leave and which is due to complications resulting from pregnancy, other than normal delivery, shall require a medical certificate in order for the provisions of Article 27 to apply.
- 17.8 Upon reasonable notice being given to the Board, a Faculty Member shall be granted leave of absence without pay for up to six (6) months immediately following the adoption of a child. The Faculty Member shall furnish proof of adoption.

- 17.9 Notification of return or request for an extension of leave shall be given to the appropriate Vice President, no fewer than sixty (60) days prior to completion of the leave.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1.1 The Board recognizes the Faculty Association Grievance and Discipline Committee duly constituted according to the Constitution and By-laws of the Faculty Association as the official representative of the Faculty Association, and of any Faculty Member who asks for its assistance in processing a grievance as set forth in Clause 18.1.2.
- 18.1.2 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement, or whether any such difference can be the subject of adjudication.
- 18.1.3 A grievance concerning the suspension, dismissal, discipline, or termination of employment of a Probationary, Sessional Full-time, or Sessional Part-time Faculty Member may be the subject of the grievance procedure except that the decision at Level II shall be final and binding.
- 18.2 A Faculty Association representative shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first notifying his supervisor.
- 18.3 A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. In the event this process does not resolve the issue, the following grievance procedure shall apply:
 - 18.4.1 **Level I**
 - 18.4.2 The Level I Grievance Officer shall be the Vice-President, Academic (or designee).
 - 18.4.3 If a Faculty Member, or a group of Faculty Members, has a grievance, the Faculty Member or group of Faculty Members shall submit to the Vice-President, Academic a written statement of the grievance within fourteen (14) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.
 - 18.4.4 The grievance must be signed by the Faculty Member(s) and the Faculty Association, and shall contain:
 - a) the summary circumstances giving rise to the grievance;
 - b) the provision(s) of the Agreement considered violated; and
 - c) the particulars of the remedy sought.
 - 18.4.5 The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Manager of Human Resources (or

- designee) within fourteen (14) days of receipt of the grievance, and shall render his written decision within twenty-eight (28) days of receipt of the grievance.
- 18.5.1 **Level II**
- 18.5.2 The Level II Grievance Officer shall be the President (or designee).
- 18.5.3 With the written approval of the Faculty Association, a Faculty Member not satisfied with the reply at Level I shall, within fourteen (14) days of receipt of that decision, submit his grievance in writing to the President.
- 18.5.4 The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Manager of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render his written decision within twenty-eight (28) days of receipt of the grievance.
- 18.6.1 **Level III: Arbitration**
- 18.6.2 The notice of desire to submit the difference to arbitration must be filed within fourteen (14) days of receipt of the decision at Level II.
- 18.6.3 The notice shall contain a statement of the difference and name the Faculty Association's appointee to the Arbitration Board.
- 18.6.4 The Board shall, within five (5) working days of receipt of such notice, inform the Faculty Association of the name of its appointee to the Arbitration Board.
- 18.6.5 The two appointees so selected shall, within thirty (30) working days of the appointment of the second of them, appoint a mutually acceptable third person who shall be the Chairman.
- 18.6.6 If either of the parties to the grievance fails to name its appointee to the Arbitration Board within the time limits provided, such appointment shall be made by a Justice of the Court of Queen's Bench upon the application of the other party, giving three (3) clear days' notice of such application. Similarly, if the two appointees fail to agree upon a Chairman, the appointment shall be made by a Justice of the Court of Queen's Bench upon the application of either party upon three (3) clear days' notice to the other.
- 18.6.7 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:
- (a) request the attendance of any witness it deems necessary;
 - (b) keep a record of the proceedings;
 - (c) request access to any documents or other materials relating to the dispute;
 - (d) correct any typographical error or omission in the Agreement or any previous award;
 - (e) make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- 18.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairman.
- 18.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
- 18.9 Where a Faculty Member has been dismissed, the arbitration Board may direct the Board to reinstate the Faculty Member and pay to him a sum equal to his salary loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- 18.10 The following provisions apply to grievances under Clauses 2.4.3 and 10.6:
- (a) A grievance launched pursuant to Clause 2.4.3 or Clause 10.6 may at the option of the grievor be commenced pursuant to Clause 18.11.1;
 - (b) Upon finding that Clause 2.4.3 has been breached, the Arbitration Board, in addition to other remedies available to it:
 - (i) shall issue a directive directing the Board, the Faculty Association, or the authorized representative concerned, to bargain in good faith and make every reasonable effort to enter into a collective agreement, and
 - (ii) may prescribe the procedure or conditions under which the collective bargaining is to take place.
 - (c) Upon finding that Clause 10.6 has been breached, the Arbitration Board, in addition to other remedies available to it, may rectify the act in respect to which the grievance is made, and without restricting the foregoing, the Arbitration Board may issue a directive to the Board to cease doing the act in respect of which the grievance was made.
- 18.11.1 **Mediation option prior to Level III**
- 18.11.2 During the fourteen day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- 18.11.3 The party to whom the notice is given has seven (7) working days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.

- 18.11.4 The two parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Alberta Arbitration and Mediation Society to appoint a Mediator.
- 18.11.5 Upon the appointment of a Mediator, the Alberta Arbitration and Mediation Society shall notify the Board and the Faculty Association accordingly.
- 18.11.6 The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.
- 18.11.7 The Mediator shall, in such manner as he sees fit, without delay, enquire into the dispute and endeavor to resolve it by:
- (a) hearing representations from the parties;
 - (b) mediating between the parties;
 - (c) encouraging the parties to resolve the grievance.
- 18.11.8 The Mediator will provide the parties with a report outlining the basis for settlement. The Mediator's recommended settlement will not set a precedence.
- 18.11.9 The mediation process shall conclude with one of the following options:
- (a) Settlement of the grievance according to terms agreed by the parties during the mediation process.
 - (b) A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 18.11.10 If no settlement is reached at mediation, the fourteen (14) days to refer a grievance to Level III will commence from the date the mediation is concluded.
- 18.12.1 **Time Limits**
- 18.12.2 If the Faculty Association fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.
- 18.12.3 If the Board fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- 18.12.4 The time limits may be extended by mutual agreement in writing.
- 19.2 A Faculty Member shall not be required to forfeit any of his vacation entitlements. However, this section does not preclude the Faculty Member from using vacation leave for the purpose of attending military training.
- 19.3 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.
- 19.4 When a Faculty Member has been granted military leave in accordance with Clause 19.1 and that Faculty Member produces a letter from National Defence Headquarters to the Board of Governors, stating the amount paid by the Department of National Defence to such a Faculty Member, that Faculty Member shall receive his full rate of pay from the Board, less the amount he received from the Department of National Defence.
- 19.5 When a Faculty Member is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce College records, he shall be allowed leave with pay, but any witness fee receivable by him shall be paid to the Board.
- 19.6 When a Faculty Member is subpoenaed as a witness in his private capacity he shall be allowed leave with pay, but any witness fee received by him shall be paid to the Board.
- 19.7 A Faculty Member not on leave of absence without pay, shall be granted upon application, special leave at his basic rate of pay. The circumstances under which special leave is granted, subject to Clause 19.8, and the corresponding maximum number of work days are allowed as follows:
- a) illness within the immediate family - five (5) days;
 - b) bereavement within the immediate family - ten (10) days;
 - c) bereavement - three (3) days;
 - d) travel time for illness within the immediate family or bereavement - two (2) days, or more if required;
 - e) administration of estate - two (2) days;
 - f) moving household effects - one (1) day;
 - g) disaster conditions - two (2) days;
 - h) write examination(s) - two (2) days;
 - i) attend funerals as pall bearer or mourner - one (1) day;
 - j) be present at birth or adoption proceedings of an Employee's child - four (4) days;
 - k) attend formal hearing to become Canadian citizen one (1) day.

ARTICLE 19 - SPECIAL LEAVE

- 19.1 The Board shall grant military leave to a Faculty Member:
- a) Where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
 - b) Where during a national emergency he volunteers for service, or is conscripted into the armed forces for the duration of the emergency;
 - c) Where the volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 19.8 For purposes of determining eligibility for special leave under Clause 19.7 the following provisions shall apply:
- a) Immediate family shall mean - Spouse (including common-law spouse), son, daughter, mother, father, brother or sister;
 - b) Bereavement - leave of absence shall be granted
 - i) pursuant to Clause 19.7 (b), in the event of death within the Employee's immediate family;

	ii) pursuant to Clause 19.7 (c), in the event of death of any of the following relations of an Employee or spouse (including common-law spouse), parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother sister, or the husband or wife of any of the aforementioned;	6.0	40,913	6.0	42,344
		6.5	41,680	6.5	43,139
		7.0	42,492	7.0	43,980
		7.5	43,198	7.5	44,710
		8.0	43,949	8.0	45,488
	c) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;	8.5	44,734	8.5	46,299
		9.0	45,469	9.0	47,060
		9.5	46,251	9.5	47,870
	d) Administration of estate shall apply only when a Faculty Member has been designated as an executor of the estate of the deceased;	10.0	47,003	10.0	48,648
		10.5	47,770	10.5	49,442
	e) Moving of household effects shall apply to a Faculty Member who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours. In the event of a Faculty Member's normal place of employment being moved outside the municipal area, the normal moving allowance shall apply;	11.0	48,537	11.0	50,236
		11.5	49,304	11.5	51,030
		12.0	50,041	12.0	51,792
		12.5	50,807	12.5	52,585
		13.0	51,574	13.0	53,379
		13.5	52,327	13.5	54,158
	f) Disaster conditions shall apply for a critical condition in a disaster (flood, fire) which cannot be served by others or attended to by the Faculty Member at a time when he is normally off duty.	14.0	53,109	14.0	54,967
		14.5	53,849	14.5	55,734
		15.0	54,591	15.0	56,501
		15.5	55,351	15.5	57,288
		16.0	56,112	16.0	58,076
19.9	The maximum length specified for each circumstance requiring use of special leave shall not be exceeded. However, special leave may be granted more than once for the same circumstance within a calendar year, provided the total special leave granted does not exceed twelve (12) working days per calendar year, unless additional special leave is approved by the Board.	16.5	56,873	16.5	58,864
		17.0	57,634	17.0	59,651
		17.5	58,395	17.5	60,439
		18.0	59,156	18.0	61,227
		18.5	59,915	18.5	62,012
		19.0	60,677	19.0	62,800
19.10	Two (2) additional weeks notice may be required for leave requested under Clause 19.7 (e), (f), (h), (k).	20.2			
19.11	The Faculty Member shall not suffer any loss of pay, or any other benefit or privilege of this contract in the event that the Board declares a special leave.				

ARTICLE 20 - CONDITIONS GOVERNING SALARY ENTITLEMENT

20.1	All full-time faculty members will be paid in accordance with the following salary grids:	20.2.1	Faculty members in Continuing Full-Time positions shall, on their hiring anniversary date, receive one (1) full step on the salary grid, subject to Clause 20.2.7.																																												
	<table border="0"> <thead> <tr> <th colspan="2">July 1, 1999 – June 30, 2000 SALARY GRID</th> <th colspan="2">July 1, 2000 – June 30, 2001 SALARY GRID</th> </tr> </thead> <tbody> <tr><td>1.0</td><td>33,287</td><td>1.0</td><td>34,452</td></tr> <tr><td>1.5</td><td>34,056</td><td>1.5</td><td>35,248</td></tr> <tr><td>2.0</td><td>34,822</td><td>2.0</td><td>36,041</td></tr> <tr><td>2.5</td><td>35,573</td><td>2.5</td><td>36,818</td></tr> <tr><td>3.0</td><td>36,342</td><td>3.0</td><td>37,614</td></tr> <tr><td>3.5</td><td>37,108</td><td>3.5</td><td>38,407</td></tr> <tr><td>4.0</td><td>37,860</td><td>4.0</td><td>39,185</td></tr> <tr><td>4.5</td><td>38,629</td><td>4.5</td><td>39,981</td></tr> <tr><td>5.0</td><td>39,397</td><td>5.0</td><td>40,776</td></tr> <tr><td>5.5</td><td>40,162</td><td>5.5</td><td>41,567</td></tr> </tbody> </table>	July 1, 1999 – June 30, 2000 SALARY GRID		July 1, 2000 – June 30, 2001 SALARY GRID		1.0	33,287	1.0	34,452	1.5	34,056	1.5	35,248	2.0	34,822	2.0	36,041	2.5	35,573	2.5	36,818	3.0	36,342	3.0	37,614	3.5	37,108	3.5	38,407	4.0	37,860	4.0	39,185	4.5	38,629	4.5	39,981	5.0	39,397	5.0	40,776	5.5	40,162	5.5	41,567	20.2.2	Faculty members in Continuing Part-Time positions shall, on their hiring anniversary date, receive an increase to the nearest half-step on the salary grid, based on teaching load, and subject to Clause 20.2.7.
July 1, 1999 – June 30, 2000 SALARY GRID		July 1, 2000 – June 30, 2001 SALARY GRID																																													
1.0	33,287	1.0	34,452																																												
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		20.2.3	Sessional Full-Time Faculty Members shall, upon subsequent appointment, be advanced one (1) full step on the salary grid, subject to Clause 20.2.5 and Clause 20.2.7.																																												
		20.2.4	In determining increments for post-secondary teaching or other relevant work experience, the maximum experience recognized for placement purposes shall be one (1) year in any twelve-month period.																																												
		20.2.5	Previous post-secondary teaching for instructional staff and/or relevant work experience for professional resource staff shall be recognized at a																																												

- ratio of one (1) increment for each year of such experience.
- 20.2.6 The maximum experience increments attainable by a Faculty Member is twelve (12) full steps beyond the grid placement based on academic qualifications, as per Clause 20.3.
- 20.2.7 Clause 20.2.6 applies to offers of employment made after May 31, 1990.
- 20.2.8 Faculty Members employed as of May 31, 1990 will be eligible to proceed to step 15, or their salary grid placement based on academic qualifications, as per Clause 20.3, plus twelve (12) experience increments, whichever is greater.
- 20.3 Salary grid placement based on academic qualifications:
- 20.3.1 All academic qualifications reference credentials as conferred by Alberta Post Secondary Institutions or Departments, or their equivalents. Relevant qualifications shall be recognized according to the following schedule:

Increment Post-Secondary Education

- 1.0 •College Diploma; or
•Journeyman's Certificate.
- 1.5 •Two or more Journeyman's Certificates; or
•3-year Bachelor's Degree; or
•a 4-year diploma; or
•CMA; CGA; CLU (Chartered Life Underwriter); FRI (Fellow Real Estate Institute); CPM (Certified Property Manager); AACI (Accredited Appraiser).
- 2.5 •4-year Bachelor's Degree; or
•Honours Bachelor's Degree; or
•BA/CGA; BA/CMA; or
•a 3-year Bachelor's Degree plus a one-year undergraduate Diploma in Education.
- 3.5 •4-year Bachelor's Degree plus one full year of University.
- 4.0 •Two Bachelor's Degrees (e.g. BA/BEd, BSc/BEd, BA/LLB, BA/BLS, CA, Bachelor's Degree/CA); or
•a Bachelor's Degree plus one year of academic qualifications towards a Master's Degree.
- 5.0 • A Master's Degree.
- 6.0 • Two Master's Degrees.
- 7.0 • A Doctorate Degree.
- 20.3.2 Placement at 1.0 of the salary grid shall be contingent upon attainment of fourteen (14) years of scholastic achievement which may be considered to be achieved by:
- a) a college diploma;
b) an R.N.;

- c) a combination of achieved years of formal education plus one-half the number of years relevant work experience.

Experience used for the purpose of placement at 1.0 of the salary grid shall not be considered for incremental purposes.

- 20.4 After his initial appointment, when a faculty member completes requirements for an additional qualification increment, as specified in Clause 20.3, he shall have his qualifications adjusted for salary purpose according to the terms of this Agreement. Such resulting adjustments shall be made effective the 1st day of the month following the presentation of acceptable proof of attainment of the additional qualifications to Human Resources.
- 20.5 Continuing Faculty Members and Sessional Full Time Faculty Members who instruct more than the maximum teaching load, subject to Clause 13.2.1, shall be paid at the overload rate of pay.
- 20.5.1 Full Time Faculty Members shall receive overload payment, pursuant to Clause 20.5, by the end of June of each year. Each overload hour taught shall be paid at the rate of 1/650 of the Faculty Member's salary grid placement inclusive of paid holidays and annual vacation entitlement.
- 20.6 The Board shall pay each Faculty Member his salary entitlement no later than two (2) banking days before the end of each month or in bi-weekly payments equal to 1/26 of annual salary.
- 20.7.1 Department Chair(s) shall receive a modifier equal to \$2,500 over and above present gross salary, and a minimum reduction of their teaching load by twenty-five (25) percent.
- 20.7.2 If a Department Chair feels that the amount of time spent on administrative duties as outlined in the job description requires a teaching load reduction in excess of 25 percent, he can recommend a more appropriate reduction to his Team Leader or other supervisor.
- 20.8.1 Faculty Members hired on a Sessional Full Time appointment shall earn salary on the basis of:
- $\frac{\text{Length of appointment in days}}{261} \times \text{Annual grid placement}$
- 20.8.2 Faculty Members hired on a Continuing Part Time appointment shall earn salary as a percent of the yearly salary on the grid. The percent shall be their initial assigned teaching load each academic year divided by 650. Instructional hours assigned after the initially assigned teaching load shall be paid at the rate of 1/650 of the Faculty Member's salary grid placement inclusive of paid holidays and annual vacation entitlement.

20.8.3 Faculty Members hired on a Sessional Part Time appointment shall be paid according to the following grid:

July 1, 1999 – June 30, 2000

SALARY GRID

	≅ 5 Yr. Exp.	^ 5 Yr. Exp.
▼ 4 Yr. Degree	\$46.10	\$51.40
4 Yr. Degree	\$49.25	\$54.55
Masters	\$54.55	\$59.80
Ph.D.	\$58.85	\$64.05

July 1, 2000 – June 30, 2001

SALARY GRID

	≅ 5 Yr. Exp.	^ 5 Yr. Exp.
▼ 4 Yr. Degree	\$47.70	\$53.20
4 Yr. Degree	\$51.00	\$56.45
Masters	\$56.45	\$61.90
Ph.D.	\$60.90	\$66.30

These hourly rates include twenty percent in lieu of paid holidays and annual vacation entitlement.

20.8.4 Faculty Members hired as Counsellor, Public Services Librarian, or Learning Assistance Centre Coordinator on a Continuing Part Time appointment shall earn salary as a percentage of the yearly salary on the grid. The percent shall be their initial assigned weekly hours divided by 35. Additional hours assigned after the initial assignment shall be paid as per 20.8.5.

20.8.5 Faculty Members hired as Counsellor, Public Services Librarian, or Learning Assistance Centre Coordinator on a Sessional Part Time appointment shall be paid on the basis of an hourly rate plus 20 percent in lieu of paid holiday and annual vacation entitlements. The hourly rate will be based on the following calculation:

$$\text{Hourly rate of pay} = \frac{\text{Yearly salary grid placement}}{(261 \text{ days per year} \times 7 \text{ hours per day})}$$

20.9 No Faculty Member shall have his salary reduced as a result of a change in working conditions, duties or relocation on a pay grid. In the event that a faculty member is reclassified, reassigned or demoted to another position (pursuant to Article 7) by the College, the incumbent shall remain at his present salary but will forfeit all salary adjustments until such time as the salary in the new position is reached or exceeded. This clause does not apply to the Department Chair stipend as per Clause 20.7.1.

ARTICLE 21 - PAID HOLIDAYS

21.1 Faculty Members are entitled to one day's paid leave for each of the following holidays:

- a) New Year's Day Labour Day
- Good Friday Thanksgiving Day
- Easter Monday Remembrance Day
- Victoria Day Christmas Day
- Canada Day Boxing Day
- Civic Holiday (1 day)

b) Employees shall be granted the work days from December 24 to January 2 inclusive as Christmas leave.

c) Annual vacation leave entitlement shall not be reduced by taking Christmas leave.

21.2 If a municipality does not proclaim a Civic Holiday as specified in Clause 21.1 above, the first Monday in August shall be observed as such holiday.

21.3 When a day designated as a holiday under Clause 21.1 above falls during a Faculty Member's work week and a Faculty Member is not required to work the Faculty Member shall be granted holiday leave on the day observed as the holiday.

21.4 Notwithstanding Clause 21.3 above, a Faculty Member employed in a continuous operation whose regular day off falls on an observed holiday shall receive two (2) days off in lieu of his regular rate.

21.5 When a Faculty Member works on a day observed as a holiday in a continuous operation which does not shut down for the holiday, or where an Employee is required to work on the day observed as the holiday, the Faculty Member shall receive in addition to his regular pay, two (2) days off in lieu with pay at his regular rate.

21.6 When two (2) days off in lieu are granted under Clause 21.5, Faculty Members not employed in continuous operations shall have the days off scheduled at a time mutually agreeable to the Faculty Member and the Board. Faculty Members employed in continuous operations shall have the opportunity to elect to have the alternate days off scheduled in conjunction with their regularly scheduled days of rest, or subject to Clause 21.7 below, to take these days in conjunction with their next annual vacation.

21.7 Where a Faculty Member employed in continuous operations exercises an election under Clause 21.6 above, he shall advise the Employer of his choice of election for the following year, not later than December 31, except that a new Faculty Member shall make this election prior to the first holiday for which he is eligible.

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

ARTICLE 22 - VACATION LEAVE

22.1.1 Each Faculty Member shall:

- a) if employed for an Academic year receive forty-nine (49) consecutive work days vacation leave, except by mutual consent;
 - b) if employed at the maximum salary rate for more than one (1) Academic year, receive fifty-four (54) work days vacation leave;
 - c) be paid for any leave earned but not taken at the time of termination.
- 22.1.2 Where normal summer holidays conflict with course timetabling, a Faculty Member may be required to take up to a maximum of five (5) days at a more convenient, mutually agreeable, time of the year, or the Board may purchase the five days from the faculty member involved.
- 22.1.3 Where normal summer holidays conflict with course timetabling and Department Chair responsibilities, a Department Chair may apply to the Team Leader to have up to twenty (20) work days vacation per academic year purchased by the Board.
- 22.2 When a Faculty Member is transferred to a position entitled to vacation under this Article, any vacation leave entitlement earned under Article 12 of the Contract, shall remain in effect until received. Leave under this Article shall be earned on and from the date of transfer. Vacation leave earned prior to being transferred to a position entitled to vacation under this Article shall be taken.
- 22.3 When a Faculty Member is transferred to a position not entitled to vacation under this Article, any entitlement earned under this Article shall remain in effect until taken.
- 22.4 Vacation leave entitlement shall be earned during the first forty-five (45) consecutive work days of authorized sick leave but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- 22.5 Vacation leave entitlement shall be earned when Employees are absent for work days spent on Board authorized committees and for time spent meeting with the Board during formal negotiation of a Collective Agreement.

ARTICLE 23 - ASSOCIATION MEMBERSHIP AND DUES CHECK OFF

- 23.1 All Faculty Members shall be required to pay Association dues. The Board shall, therefore, as a condition of employment, deduct each month the amount of dues, as set by the Association from time to time, from the pay of all Faculty Members covered by this Agreement.
- 23.2 The Board shall remit Association dues deducted from the pay of all Faculty Members, to the Association by the first working day after the fifteenth calendar day of the following month. Where an accounting adjustment is necessary, to correct an under or an overpayment of dues, it shall be effected in the succeeding month.
- 23.3 Deductions remitted shall be accompanied by particulars identifying each Faculty Member,

showing Employee number, name and amount of dues deducted.

- 23.4 The Association shall advise the Board, in writing, of any change in the amount of dues to be deducted from the Faculty Members covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of change.
- 23.5 The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.
- 23.6 Deductions for Association dues shall be included on the members' T4 slips.

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

- 24.1 The Board of Governors shall provide \$244,384 for faculty professional development during the 1999/2000 academic year, and \$252,938 for faculty professional development during the 2000/2001 academic year, to be distributed as follows:
- a) \$207,726 in 1999/2000, and \$214,997 in 2000/2001, for use on long and short-term professional development as per this Article;
 - b) \$36,658 in 1999/2000, and \$37,941 in 2000/2001, for an in-service professional development program.
- 24.2 The total Professional Development monies allocated in any one year shall be determined by increasing or decreasing the previous year's allocation by the percentage change to the faculty salary grid agreed to for the year.
- 24.3.1 The Professional Development Fund will fund long-term and short-term Professional Development Programs.
- 24.3.2 Long-term Professional Development shall be administered by the Board with recommendations submitted by Academic Council.
- 24.3.3 Short-term Professional Development will be the responsibility of the Senior Academic Officer in cooperation with the Faculty Professional Affairs Committee.
- 24.4 The in-service professional development program will be coordinated by a part-time Professional Development Officer under the direction of the Senior Academic Officer. Funds for the salary of the part-time Professional Development Officer will come from the in-service professional Development fund. Unexpended monies from this in-service professional development fund will be carried over from one year to the next year.
- 24.5 The Professional Development Officer will be a Member of the Faculty Association.
- 24.6 The Senior Academic Officer will draft the job description and hiring procedure for the Professional Development Officer in consultation with the Faculty Association Professional Affairs Committee.

- 24.7 The Faculty Association shall make recommendation to the Senior Academic Officer as to potential candidates.
- 24.8 The Faculty Association will assist in the evaluation of the pilot project.
- 24.9 Unspent money in the Professional Development Fund shall be carried over from one year to the next year.
- 24.10 Detailed reports shall be sent to Academic Council and Faculty Executive not less than once per two month period.

by Academic Council for determining additional return service.

- 25.8.3 A Faculty Member not fulfilling all or part of his return service commitment to the College following LTPD support, shall reimburse or make arrangements to reimburse on a pro-rata basis the LTPD fund in a manner satisfactory to Academic Council for monies paid for LTPD. Such repayments or arrangements to repay must be made within a period of six (6) months of failing to honour the return service commitment.
- 25.9 Approved LTPD expenses shall be borne by the LTPD fund.

ARTICLE 25 – LONG TERM PROFESSIONAL DEVELOPMENT

- 25.1.1 The amount of the Long Term Professional Development (LTPD) fund in any fiscal year shall be no less than fifty (50) percent of the amount in Clause 24.1a).
- 25.1.2 LTPD funds not allocated by April 15 may be expended on short-term activities by mutual agreement between the Faculty Association and the Board.
- 25.2 A Faculty Member shall submit, no later than eight (8) months prior to the date on which he wishes to commence his LTPD, an application to Academic Council.
- 25.3.1 Academic Council will ensure the applicant is notified of its decision no later than six (6) months prior to the date the LTPD is to commence.
- 25.3.2 Notwithstanding Clause 25.2 and Clause 25.3.1, Academic Council may allow for shorter notice either prospectively or retrospectively as it deems necessary.
- 25.4 During LTPD leave the Faculty Member shall receive normal benefits and at least eighty-five (85) percent of his normal salary.
- 25.5 Unless otherwise approved by Academic Council such LTPD shall be of a maximum of twelve (12) months and a minimum of six (6) weeks.
- 25.6 Once LTPD leave has been authorized for a Continuing Faculty Member there is an obligation to ensure that a position no less favourable than the one held by the Faculty Member before commencing the LTPD leave is made available on his return.
- 25.7 The period of time during which a Faculty Member is on LTPD leave is to be counted as service time under the Collective Agreement.
- 25.8.1 A Faculty Member who has been on LTPD leave will return service to the College on the basis of two (2) times the length of the leave, with a minimum return service commitment of one semester.
- 25.8.2 A Faculty Member who has received LTPD support, but who has not been on a leave, will return service to the College for a minimum of one semester. The LTPD Committee will apply the guidelines approved

ARTICLE 26 - BENEFITS

- 26.1 Long-term Disability Insurance (LTDI).
- 26.1.1 The Board will effect and maintain a Long-Term Disability Plan pursuant to the contract of insurance for long-term disability mutually agreeable between the parties hereto which such long term disability insurance and plan contained therein will cover all Faculty Members subject to this Collective Agreement.
- 26.1.2 The Faculty Member shall pay the total premium costs of providing benefits pursuant to long-term disability insurance.
- 26.1.3 An eligible Faculty Member who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of one hundred and thirty (130) consecutive work days or six (6) consecutive months, whichever is the shorter period, may apply for the long term disability benefits as provided under the LTD Plan.
- 26.1.4 Long-Term Disability benefits payable under the provisions of the LTD Plan, will entitle a Faculty Member, with a qualifying disability, to a total income, from sources specified under the plan, of not less than seventy percent (70%) of his normal salary earned as a Faculty Member at the time of commencement of absence pursuant to Clause 26.1.3.
- 26.1.5 The maintenance and payment of premium costs of the Long-Term Disability Insurance applicable to Faculty Members covered by this agreement shall not be altered except through mutual agreement in writing of the parties to this Agreement.
- 26.1.6 A Faculty Member who received LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan and the Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Faculty Member is receiving LTD benefits and the Board and Faculty Member premium contributions, if applicable, shall be paid solely by the Board.
- 26.1.7 The parties to this Agreement acknowledge that the Board may terminate a Faculty Member receiving benefits under the contract of long-term disability insurance and whose disability has been prognosed

- by a third party medical adjudicator to be for an indefinite term provided, however, that should the Faculty Member be able to return to work within the life of the Agreement, then, and in that event, the Board shall assure the Faculty Member the return of his position occupied at the time the Faculty Member commenced receiving the long-term disability benefits. It being further recognized between the parties herein that should the Faculty Member be able to return to work subsequent to the conclusion of this Agreement, then, and in that event, the Board shall make every effort to locate employment for the Faculty Member in a position similar to that occupied by the Faculty Member at the time he commenced receiving long-term disability benefits with it being further understood that the placement or non-placement of such Faculty Member to such similar position is a matter subject to grievance.
- 26.2 Health Plan Benefits.
- 26.2.1 The Board shall pay the total premium costs of the Alberta Health Care Insurance Commission and Extended Medical Plan for all full-time continuing Faculty Members, their spouses, children and dependents .
- 26.2.2 The Board shall pay one-half the total premium costs of the Alberta Health Care Insurance Commission and Extended Medical Plan for part-time continuing appointments and a prorated amount for full-time sessionals proportionate to the length of employment, if eligible as determined by the terms and conditions of the plan.
- 26.2.3 Part-time sessionals may participate in Alberta Health Care Insurance Commission and Extended Medical Plan by paying the entire cost of the premiums, if eligible as determined by the terms and conditions of the plan.
- 26.2.4 A Faculty Member on College business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by this Agreement.
- 26.3 Group Life.
- 26.3.1 Participation in the Group Life Insurance Plan is a condition of employment for the following categories of Faculty Members who commenced employment on or after December 1, 1978:
- Continuing full-time
Continuing part-time
Sessional full-time
- 26.3.2 The Board shall pay the total premium cost for \$75,000 of basic life coverage for continuing full-time Employees .
- 26.3.3 The Board shall pay one-half the total premium cost for \$75,000 of basic life coverage for continuing part-time Faculty Members and a prorated amount for full-time sessionals proportionate to the length of employment.
- 26.3.4 Part-time sessionals may participate in the Group Life Insurance Plan by paying the total premium cost for \$75,000 of basic life coverage, if eligible as determined by the terms and conditions of the Plan.
- 26.3.5 The Board shall make available, a Supplemental Life Insurance Plan for an amount not greater than \$50,000, which the Faculty Member may elect and pay for through payroll deduction.
- 26.4 Accidental Death and Dismemberment.
- 26.4.1 The Board shall maintain a Master Insurance Policy for all Faculty Members covered by this Agreement that provides insurance coverage up to a maximum principle sum of \$250,000 in the event of each accidental death, or dismemberment. The total premium cost of this policy shall be paid by the Board. The Board shall provide the Association with a copy of the policy and any letter of intent issued by the Insurer.
- 26.4.2 The total premium cost of this policy shall be paid by the Board for full-time continuing members. The Board shall pay one-half of the total premium cost of this policy for continuing part-time members and a prorated amount for full-time sessional members proportionate to the length of employment.
- 26.4.3 Part-time sessionals may participate in the Accidental Death and Dismemberment Plan by paying the total premium cost, if eligible as determined by the terms and conditions of the Plan.
- 26.5 The Board shall provide general liability insurance coverage for all Faculty Members covered by this Agreement while engaged in the scope of their duties.
- 26.6 The terms and conditions of all insurance policies and benefits maintained by the College on behalf of its Faculty Member shall be by mutual written agreement of the Board and the Faculty.
- 26.7 The Board shall bear any and all costs associated with proof of insurability and arbitration of grievance against policy carriers agreed to in this contract.
- 26.8 Notwithstanding Clause 26.9.1, in the event of any dispute arising from the aforesaid, the Faculty Member shall not be made to suffer any loss of salary, benefits, privileges, increments or rights pursuant to this Agreement until such time as mutually agreed to or awarded by arbitration.
- 26.9 Dental Plan.
- Specific carrier to be determined following investigation and mutual agreement by the Board and the Faculty Association.
- 26.9.1 The Plan shall commence effective September 1, 1983. The Plan shall not cover the cost of any dental services provided prior to that date or prior to the date a Faculty Member and the Faculty Member's dependents, if any, become eligible for coverage.
- 26.9.2 The Board will pay the entire premium cost for the Dental Plan for continuing full-time Faculty Members. One-half the total premium cost of this Plan will be paid for by the Employer for continuing part-time

- Faculty Members Employees and a prorated amount for full-time sessionals, proportionate to the length of employment.
- 26.9.3 Part-time continuing and full-time sessionals will be covered by this plan, if eligible as determined by the terms and conditions of the plan.
- 26.9.4 Part-time sessionals may participate in the Dental Plan by paying the total premium cost, if eligible as determined by the terms and conditions of the Plan.
- 26.9.5 A Faculty Member will be eligible to participate in the Dental Plan:
- a) on September 1, 1983 if he has been continuously employed as a full-time Faculty Member since September 1, 1982;
 - b) on the date following September 1, 1983 that the Faculty Member completes twelve (12) consecutive calendar months of employment with Lakeland College.
- 26.10 Notwithstanding the previous provisions of this Article concerning the Board's obligation to pay the total cost of providing the benefits referred to in this Article (except LTDI), that total cost in 1994-95 shall not exceed the total cost paid by the Board in 1993-94. Any increase in the total cost of providing these benefits shall be paid by the Faculty Members. Each Faculty Member's share of any such increase shall be met by a direct reduction in the salary scale which came into effect on 1 July 1994. In the event that there is a decrease in the total cost of providing these benefits, each Faculty Member's share thereof shall be paid by a direct increase in the salary scale which came into effect on 1 July 1994.

ARTICLE 27 - ILLNESS LEAVE

- 27.1 Casual Illness
- 27.1.1 "Casual Illness" means an illness which causes a Faculty Member to be absent from duty for a period of three (3) consecutive work days or less. If a Faculty Member is ill at work or requires time off for the purposes of attending a dental, physiotherapy or medical appointment, provided he has been given prior authorization by the Employer and he works one hour in the half day he is absent for these purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment.
- 27.1.2 A Faculty Member in his first and in each subsequent year of employment shall be entitled to a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service.
- 27.2 General Illness
- 27.2.1 "General Illness" means an illness which causes the Faculty Member to be absent from duty for a period of more than three (3) consecutive work days but

shall not exceed one hundred and thirty (130) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clause 27.1.

- 27.2.2 A Faculty Member at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 27.2.3 herein:
- a) Illness commencing in the first month within the first year of employment: no salary for each of the first ten (10) work days of illness and thereafter seventy (70) percent of normal salary for one hundred and twenty (120) work days of illness;
 - b) For Continuing Faculty Members, illness commencing during the probationary period but following the first month of employment; and for Sessional Full Time Faculty Members, following the first month of employment: one hundred (100) percent of normal salary for each of the first twenty (20) work days of illness and seventy (70) percent of normal salary for each of the next one hundred and ten (110) work days of illness;
 - c) Illness commencing during the permanent or continuing status period: one hundred (100) percent of normal salary for each of the first one hundred and thirty (130) work days of illness;
 - d) For purposes of Clause 27.2.2 above, "employment" includes salaried employment and also any prior employment on wages provided that there is not a break in service.
- 27.2.3 A Faculty Member, upon return to active work after a period of General Illness of fewer than one hundred and thirty (130) consecutive work days, will have any illness leave days used for which normal salary was paid at the rate of 100% reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used, for which normal salary was paid at the rate of 70%, shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.
- 27.2.4 For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and thirty (130) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 26.
- 27.2.5 A Faculty Member is not eligible to receive sick leave benefits under this Article if the absence is due to an intentional self-inflicted injury.
- 27.2.6 When a day designated as a Paid Holiday under Article 21 falls within a period of general illness it shall be counted as a day(s) of general illness. Under no circumstances shall a Faculty Member be authorized both a day(s) of general illness and a holiday(s) for the same day(s).
- 27.2.7 Clause 27.2 is subject to Clause 27.3.
- 27.2.8 A Faculty Member on professional development shall be entitled to all benefit(s) pursuant to this Article.

27.3	Proof of Illness	28.1.2	"Work" bears the same meaning throughout as in the Copyright Act (Canada).
27.3.1	A Faculty Member may be required to provide proof of illness upon return to work where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate or a sworn statutory declaration. The Employer may also require the Faculty Member to submit proof of attendance at a medical, dental, or optical appointment when time off from work is granted to attend such appointments.	28.1.3	The "Educational Program" includes all intramural credit courses, evening credit courses, summer school and spring session courses.
27.3.2	For any absence under Clause 27.2 (General Illness) the Faculty Member shall provide a medical certificate. In addition the Faculty Member may be required to provide, in advance of returning to the workplace, a medical certificate of fitness to return to work.	28.1.4	"Public Domain" means all extramural courses, non-credit courses, other educational institutions, the public at large, whether as individuals or organizations.
27.3.3	The Board may require that a Faculty member be examined by a Medical Board: a) in the case of prolonged or frequent absence due to general illness; b) when it is considered that a Faculty Member is unable to satisfactorily perform his duties due to disability or illness. The report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.	28.2	Where a Faculty Member produces copyright material while in the employ of Lakeland College, he shall be entitled to the full provisions of copyright and the College shall waive any and all right to copyright in a work produced by that Faculty Member provided, however, that such waiver shall not apply in the case of work provided by a Faculty Member who has been engaged by the College to prepare works for the College or part of whose normal responsibilities to the College is to prepare such works.
27.3.4	Pursuant to Clause 27.3.3, a Faculty Member shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Faculty Member's physician.	28.3	With respect to any and all material, whether in print or electro-media, a Faculty member agrees to make available to Lakeland College, for its educational program, without payment of royalty but at the expense of the College, copies of any work produced by the Faculty Member in the course of his employment and involving the use of College production facilities or funds, provided that such commitment does not interfere with other contractual obligations governing the use of the material.
27.3.5	Where a Faculty Member has been examined by a Medical Board and is also applying for LTD benefits, a copy of the report of the Board shall be considered as part of the Faculty Member's application.	28.4	Where a Faculty Member shares copyright with one or more persons in any material produced with the use of College production facilities or funds, the Faculty Member shall ensure that any contract entered into respecting copyright, guarantees use of the material, without payment of royalty, to the College for its educational program.
27.3.6	The Parties agree that all benefits as provided in Article 27 are intended only for the purpose of protecting a Faculty Member from loss of income when the Faculty Member is ill.	28.5	Where a Faculty Member has copyright in a work produced in whole or in part with the assistance of College facilities or funds then the Faculty Member shall: a) Enter into a contract with the College, such contract to establish at least: fee or royalty, duration of use, editorial control, audience. b) Grant to the College a licence to use the work, including the right to grant others the right to use the work according to the agreement established in Clause 28.5 (a). The Faculty Member shall have the right to restrain the use of his copyrighted material in the event that the College wishes to distribute such material to third parties outside the institution in a manner not provided for in the contract or licence and the College shall secure written permission with a copy to the Lakeland College Faculty Association from the Employee prior to any such arrangement. c) Agree with the College that upon receipt of fees, the same will be divided between the College and the Faculty Member according to the contract provided for in Clause 28.5 (a).
27.4	Medical Examinations		
27.4.1	Where the Employer requires a Faculty Member to undergo periodic compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This clause does not apply to proof of illness as required under Clause 27.2 of this Agreement.		
ARTICLE 28 - COPYRIGHT			
28.1	Definitions		
28.1.1	"Copyright" bears the same meaning throughout as in the Copyright Act (Canada).		

- 28.6 The College has no obligation to maintain, store or otherwise keep or care for works produced by Faculty Members provided that the College may retain copies of works, if it sees fit, and will on the request of the Faculty Member, retain a master of the final work for a period of time to be then agreed upon between the College and the Faculty Member. Master or copies retained by the College will not be amended, edited, cut or changed in any way by the College without the consent of the Faculty Member or other copyright owner. Where the Institution wishes to erase or otherwise destroy the copyright material, whether during or at the end of the term of the present agreement, the Faculty Member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the material for his own use and at a cost not to exceed the cost of the original material upon which the copy is taken.
- 28.7 A Faculty Member warrants to the College that he is the owner of the work and of the copyright in the work and that it is an original with him. In cases where fees or licences for the use of copyright material used in the work required, the Faculty Member shall provide the College with a list of the copyright holders. The College shall be responsible for securing permission to use such copyrights, but the Faculty Member shall indemnify the College against any loss should the list not include a legal copyright owner.
- 28.8 The College and the Association shall undertake to establish a Copyright Committee comprised of one nominee of each party and a third person mutually agreeable to the two parties. It shall be the responsibility of this committee to hear grievances arising out of the copyright agreement and to act as a resource to both parties seeking advice and guidance on the copyright provisions of the Collective Agreement. The Copyright Committee shall be established pursuant to the Agreement and shall establish its procedures for operation.

In witness whereof the parties hereto have executed this Collective Agreement this 18th day of June, 1999, A.D.

**Chairman
Board of Governors
Lakeland College**

**President
Lakeland College Faculty
Association**

Witness

Witness

LETTER OF UNDERSTANDING

Deferred Salary Leave Plan

The Board of Governors will make available a Deferred Salary Leave Plan which will allow eligible Faculty Members to plan and finance a leave of absence. The plan will allow Faculty Members to defer a portion of their salary for a specified period in order to finance a leave of absence. This plan must comply with Revenue Canada Income Tax Regulations regarding deferral of income.

The College will develop the plan and make it available no later than June 30, 2000.

LETTER OF UNDERSTANDING

Benefits

It is the intent of both parties to this Collective Agreement, that during the term of this Agreement, a Joint Benefits Committee shall be formed. This Committee will meet as required and will produce a written report. This report shall serve as a recommendation to the negotiating teams for the next session of collective bargaining.

LETTER OF UNDERSTANDING

Workload

It is the intent of both parties to this Collective Agreement, that during the term of this Agreement, a Joint Workload Committee shall be formed. This Committee will meet as required and will produce a written report. This report shall serve as a recommendation to the negotiating teams for the next session of collective bargaining.

LETTER OF UNDERSTANDING

Continuing Reduced Time

The 1994-95 Collective Agreement made provision for a category of Faculty Member called Continuing Reduced Time (Clause 5.1). This category was subsequently discontinued. The intent of this letter is to clarify the terms and conditions for the four remaining individuals in this category, namely:

- Rocky Wallbaum
- Maighread McCormack
- Sharon Tuck
- Cheryl Nawrot

These Faculty Members will be entitled to the same terms and conditions applicable to the Continuing Part Time category with the following exceptions:

1. Their salary shall be at least 0.5 of their respective placement on the salary grid.
2. Rocky, Sharon, and Maighread shall be entitled to overload pay for assigned contact hours beyond 325. Overload pay shall be at the rate of 1/650 of grid

placement inclusive of paid holidays and annual vacation entitlement.

3. For assigned hours beyond 17.5 hours per week, Cheryl shall be entitled to an hourly rate as per Clause 20.8.4

LETTER OF UNDERSTANDING

Sessional Part Time Pay Rates

Both parties to the July 1, 1999 – June 30, 2001 Collective Agreement between the Board of Governors of Lakeland College and the Lakeland College Faculty Association agree to the following:

Individuals who were employed as Sessional Part Time Faculty Members during the 1998/1999 academic year and who are re-employed as Sessional Part Time Faculty Members in similar assignments during the 1999/2000 academic year, will receive an hourly rate of pay that is no less than the rate they received in the 1998/1999 academic year.

The parties further agree, that following the 1999/2000 academic year, these individuals, if re-employed as Sessional Part Time Faculty Members, will be paid in accordance with the rates of pay as identified on the Sessional Part Time Faculty grid as identified in Clause 20.8.3 and will have no claim to any other pay rate.

LETTER OF UNDERSTANDING

Vacation Leave

In order to clarify the intent of the wording in the Collective Agreement, the parties agree that the application of Clause 22.1.1 will be as follows:

Each Faculty Member shall:

- a) accrue vacation leave at a rate of 4.0833 days per month, with the annual vacation entitlement to be taken consecutively, except by mutual consent;
- b) if employed at the maximum salary rate for more than one (1) year, accrue vacation leave at a rate of 4.5 days per month;
- c) be paid for any leave earned but not taken at the time of termination.