

COLLECTIVE AGREEMENT

SOURCE	School		
EFF.	97	07	01
TERM.	99	06	30
No. OF EMPLOYEES	370		
NOMBRE D'EMPLOYÉS	CB.		

Between

The Board of Governors

and

The Faculty Association

REVISED

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July 1, 1997 to June 30, 1999

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(Numeric)

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1 **DEFINITIONS**

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

- a) "College" shall mean the Lethbridge Community College and, where the context requires, the Board of Governors of the Lethbridge Community College;
- b) "Collective Agreement" shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Section 44 of this agreement;
- c) "Board" shall mean the Board of Governors of Lethbridge Community College;
- d) "Faculty Association" or "LCCFA" shall mean the academic staff association as established or continued under Section 21.2 (1) of the Colleges Act;
- e) "Academic staff member," "staff member" or "member" means an employee of the Board who has been designated an academic staff member by the Board, and includes the following:
 - 1) a full time staff member appointed to a continuing position and who has completed the probationary period, described as a "Continuing Academic Staff Member";
 - 2) a full time staff member appointed on probation to a continuing position, described as a "Probationary Staff Member";
 - 3) a full-time staff member appointed on a temporary basis, to replace an absent continuing academic staff member, for a minimum of two terms on a sessional basis for a specified number of years, described as a "Sessional Staff Member";
 - 4) a part-time staff member, appointed by the Board as a designated academic staff member on the percentage of a full-time instructional load, and who works ½ time or more for an academic year of 32 weeks and for which there is an established position, described as an "Adjunct Staff Member";
 - 5) a part-time staff member, appointed by the Board as a designated academic staff member on less than half-time, described as an "Hourly Staff Member."



f) "Administrator" for each academic program shall mean one of:

- i) **appropriate Vice-president;** or
- ii) another academic person

(not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association;

g) "Working day" shall mean any day on which the College is open to the public except for Saturdays, Sundays or general holidays listed in Section 36, "General Holidays";

h) "Program cluster" shall mean the academic unit which the academic staff member is assigned as listed in Appendix "B" or as amended from time to time by mutual agreement of the parties;

i) A word used in the masculine gender applies also in the feminine;

j) "Instructional Term" means a period of time in which a major unit of instruction is delivered. The College Academic Year is divided in terms whose normal lengths are:

Summer Term	July through August
Fall Term	September through December
Winter Term	January through April
Spring Term	May through June

2 TERM AND PREAMBLE

a) This agreement shall remain in force for a period of two years, from July 1, 1997 to June 30, 1999, and thereafter until a new Agreement is reached between the parties hereto, or until amendments are made by the parties by mutual agreement, or until a compulsory arbitration board has rendered an award and a new Agreement has been executed pursuant to such award.

b) This Collective Agreement shall be applied to all academic staff members and shall supersede any previous agreement or Board policy affecting conditions of employment. Where there is a conflict between the provisions of this Collective Agreement and Board policy, the Agreement shall govern. The term academic staff member shall include counsellors except where otherwise provided.

c) This agreement shall enure to the benefit of and be binding upon the parties and their successors.

- d) Any policies proposed by the Board during the life of this Collective Agreement which alter the conditions of employment agreed to herein shall be referred to the Lethbridge Community College Faculty Association. Such proposed policies will be implemented only when agreed to by both parties.

3 SELECTION AND EVALUATION COMMITTEE

The Selection and Evaluation Committee shall consist of the following persons:

- a) The administrator responsible for the proposed academic staff member being employed or an alternate administrator designated by the administrator responsible.
- b) The Director Human Resources or his designee.
- c) The Chairperson or other academic staff member responsible for coordination of the program/area within which the proposed academic staff member is to be employed. (Where an academic staff member responsible for program coordination is not in place, a representative will be appointed by the Faculty Association).
- d) **An** academic staff member with appointment to the program in which the proposed academic staff member will be employed, as named by the administrator.
- e) **Another administrator (or their designee)** will have the option of joining any selection and evaluation committee dealing with positions under his range of authority.
- f) The College may add to any selection and evaluation committee a member of the relevant Industry or Advisory Committee, and/or a student representative.
- g) Academic staff members appointed to a Selection and Evaluation Committee, will normally be continuing Academic Staff or adjunct Academic Staff members.
- h) For the selection and evaluation of Adjunct and Hourly Staff members, the Committee will be composed of persons appointed under subsections (a), (b), (c) only.

4 INITIAL APPOINTMENT

- a) The Director Human Resources shall provide each interviewee with a copy of the current collective agreement. The Director of Human Resources will direct the interviewee's attention to the Board's Policy and guidelines for the evaluation of training and experience as attached in Appendix E.
- b) Subject to Section 22, initial appointment will be made on the recommendation of the Selection and Evaluation Committee and ratification by the Board. The Committee shall recommend the credits to be allowed for academic qualifications and experience and the placement of the applicant on the salary grid. If a person so selected and appointed provides the Director, Human Resources with information relative to training which was not considered in the original evaluation, the Selection and Evaluation Committee will be reconvened to study this new information. The academic staff member must submit such new information with a written request for a review within 30 working days from the academic staff member's first day of assigned service, in default of which the salary placement is not reviewable. **As** a result of this review, the Selection and Evaluation Committee may recommend a salary adjustment to the Board. However, initial placement shall not be subject to grievance under Section 12, "Grievance Procedure".
- c) Subject to Clause (f), initial appointment shall be for a probationary period of ~~two~~ years from date of employment in a continuing position.
- d) Where a probationary academic staff member's employment is interrupted for a period of one (1) month or longer because of sick leave, parental leave, or any other approved leave of absence, the probationary period shall be extended by the equivalent number of assignable days as are missed during such periods of absence.
- e) **All** continuing academic staff appointed subsequent to June 30, 1981 shall be subject to the requirements outlined under Section 15, "Instructional Certificate Program," of this agreement.
- f) Where a Sessional staff member is appointed to a continuing position, his continuous prior service as **a** replacement for the previous incumbent of that position shall be **recognized** as service in the continuing position for the purposes of this Section, for Section 8, "Redundancy of **a** Continuing Academic Staff Member", and for Section 30, Faculty Development and Educational Assistance. Other prior service of the Sessional staff member may also be considered.

5 CONTINUING APPOINTMENT

An academic staff member who has not given or received notice under Section 6, will be granted continuing appointment on the completion of the probationary period.

6 TERMINATION AND DISCIPLINE [AS DEFINED IN SECTION 9) OF PROBATIONARY, SESSIONAL, ADJUNCT OR HOURLY STAFF MEMBERS

- a) The categories of Academic Staff Members covered by Section 6 may terminate employment by:
 - 1) mutual agreement in writing between the academic staff member and the Board, or
 - 2) written notice from the staff member to the Board, providing that such notice is effective not earlier than thirty (30) days from the date of notice and not before the end of the current instructional term,
- b) The Board may terminate the academic staff member covered by Section 6 at any time after serving notice to the academic staff member and Faculty Association. An academic staff member covered by Section 6 may be relieved of some or all of his duties prior to the Board serving notice of termination.
- c) A decision of the Board to terminate an academic staff member covered in Section 6 is inarbitrable. If the dispute is not satisfactorily resolved at Step 3 of the grievance procedure, (Section 12) the President or **Vice-president Corporate Services** shall make the determination at Step 4.

7 TERMINATION OF A CONTINUING ACADEMIC STAFF MEMBER

The employment of a continuing academic staff member shall continue in force until terminated by one of the following events:

- a) reaching June 30th following the academic staff member's 65th birthday. An academic staff member may continue in employment under mutually agreeable terms beyond this date.
- b) notice of not less than ninety (90) calendar days given by an academic staff member. The effective date of such notice shall not fall within any instructional term.
- c) the mutual agreement of the academic staff member and the Board, or
- d) the provisions outlined under Section 8, "Redundancy of a Continuing Academic Staff Member," or Section 9, "Discipline".

a REDUNDANCY OF A CONTINUING ACADEMIC STAFF MEMBER

- a) Where redundancy is determined in a program having more than one continuing instructor, the following considerations will be taken into account:
- 1) the ability, qualifications and experience of the academic staff members within the program as related to the work which remains to be done.
 - 2) the proven record of commitment of the academic staff members within the program to the various tasks and functions of the College.
 - 3) the evaluation of Instructor Performance Appraisal Summaries which have accumulated over the years.

The academic staff member having the least amount of seniority within the program shall be considered redundant providing other things are relatively equal in regard to considerations (1) through (3).

- b) When a continuing academic staff member is determined to be redundant by the **Vice President** to whom the academic staff member reports, the **Vice-president** shall send a written recommendation, with reasons, to the President declaring the academic staff member redundant. In making this recommendation to the President, the **Vice-president** shall consider opportunities for the retention and/or reassignment of the academic staff member. A copy of this recommendation will be forwarded to the academic staff member and the President of the Faculty Association.

If the President finds the academic staff member to be redundant, the President shall recommend the redundancy to the Board, whose decision will be final.

- c) If the Board finds the academic staff member to be redundant, the Board shall give the academic staff member ninety (90) days written notice of termination of employment.
- An academic staff member terminated in this fashion whose salary is funded under the base budget of the College shall receive a special compensation payment equal to one month's salary for each year of continuous service as an academic staff member, to a maximum of ten months salary and a minimum of three months salary.

- 2) Where an academic staff member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the academic staff member is appointed then the provisions of paragraph c) 1) shall not apply and the academic staff member shall be entitled to a special compensation payment equal to:
- i) one month's salary for each year of continuous service as an academic staff member to a maximum of \$12,000, or
 - ii) three months' salary,
- whichever is greater, except;
- iii) where an academic staff member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the academic staff member is appointed the provisions of paragraph 8(c) (1) shall apply, provided the academic staff member has completed 5 years of continuous service.
- 3) The Board shall provide the Association a list which shall set out, effective July 1, each year, which Academic Member positions are, in the opinion of the Board, subject to the special project or ad hoc funding for the purpose of sub-section 8 (c) (2) above.
- 4) Upon appointment, the Board shall provide to the Faculty Association, a copy of each letter of continuing appointment for each academic staff member appointed after July 1, 1990.
- d) An individual who has received a special compensation payment under the provisions of (c) above and subsequently is reappointed to an academic staff position shall reimburse to the College an amount equal to the amount of the special compensation payment received, less the amount he would have received as salary during the period between termination and rehire.
- Where an academic staff member has reimbursed the College any monies under this Section, he shall be credited with continuous service from his original date of hire for the purposes of subsection 8 (c).
- e) Prior to any continuing academic staff member in a given program being declared redundant, all sessional, probationary, adjunct and hourly academic staff members employed in that program shall be terminated, provided that the staff members who are retained are qualified and capable of fulfilling the duties remaining.
- f) This Section applies only to Continuing Academic Staff Members.

9 DISCIPLINE

- a) No academic staff member shall be disciplined except for just cause.
- b) Disciplinary action consists of dismissal, suspension, or the issuance of a letter of reprimand clearly identified as disciplinary in nature.
- c) Notice of disciplinary action shall be delivered in writing to the academic staff member and shall state the reason or reasons for such disciplinary action. A copy of the notice, for information only, shall be provided to the Faculty Association.

10 TIME OFF FOR ASSOCIATION BUSINESS

- a) Subject to 10 (b), the Board will provide full or partial workload reductions totalling not more than two (2) instructor-years and make appropriate scheduling accommodations so that staff members designated by the Association may conduct Association business in roles such as the following:
 - 1) member or chair of the Faculty Association negotiating team;
 - 2) such other roles as may be mutually agreed.
- b) For time off under this subsection, the Association shall reimburse the Board for the corresponding portion of the staff member's salary. Workload adjustments under this subsection will normally be for integral multiples of one (1) instructional term or one (1) apprenticeship intake.
- c) Such time off will be approved and scheduling accommodations will be made provided that the staff member give appropriate notice of the intended absence, and that instructional activities not be unduly disrupted.
- d) The President of the Faculty Association shall advise the President of the College, in writing, of the names of those specific staff members who represent the Association for the purpose specified in Sub-section 10 (a).

11 APPLICATION OF AGREEMENT

- a) This agreement shall apply to Probationary and Continuing Academic Staff Members.

- b) This agreement shall apply to Sessional Staff Members, except for the following:
- 1) Section 4 (Initial Appointment) Clauses (c), (d), and **(e)**;
 - 2) Section 5 (Continuing Appointment);
 - 3) Section 7 (Termination of A Continuing Academic Staff Member);
 - 4)** Section 8, Clauses (c) and (d) (Redundancy);
 - 5) Section 15 (Instructional Certificate Program);
 - 6) Section 28 (Benefits) except that 28 (b) shall apply;
 - 7) Section 29 - except that 29 (b) shall apply;
 - 8) Section 30 (Faculty Development and Educational Assistance);
 - 9) Section 31 (Unassisted Leave);
 - 10) Section 37 (Lateral Transfers).
- c) This agreement shall apply to Adjunct Staff Members, except for the following:
- 1) Section 4 Clauses (b), (c), (d) and (e);
 - 2) Section 5 (Continuing Appointment);
 - 3) Section 7 (Termination of a Continuing Academic Staff Member);
 - 4) Section 8 Clauses (c), (d)(Redundancy of a Continuing Academic Staff Member);
 - 5) Section 28 Clauses (a) and (b);
 - 6) Section 29 Clauses (a), (b), (d) and (e);
 - 7) Section 31 (Unassisted Leave);
 - 8) Section 37 (Lateral Transfers);

- d) This agreement shall apply to Hourly Staff Members, except for the following:
- 1) Section 4 Clauses (b), (c), (d) and (e);
 - 2) Section 5 (Continuing Appointment);
 - 3) Section 7 (Termination of a Continuing Academic Staff Member);
 - 4) Section 8, Clauses (c) and (d) (Redundancy);
 - 5) Section 15 (Instructional Certificate Program);
 - 6) Section 20 (Increments);
 - 7) Section 23 (Salary Adjustments);
 - 8) Section 27 (Academic Year);
 - 9) Section 28 (Benefits);
 - 10) Section 29 (Sick Leave);
 - 11) Section 30 (Faculty Development and Educational Assistance) except for Section 30 (d);
 - 12) Section 31 (Unassisted Leave);
 - 13) Section 37 (Lateral Transfers);
 - 14) Section 39 (Entitlement To Courses)

12 GRIEVANCE PROCEDURE

- a) Any difference arising between the Board and an academic staff member out of the operation, interpretation, application or alleged violation of this agreement including any question as to whether the difference is arbitrable, without stoppage of work or refusal to perform work, shall be settled by the following method, each step to be taken progressively without delay unless the difference has been settled in an earlier step. "Days," wherever referred to, shall mean working days.
- 1) The academic staff member shall present his grievance to his administrator verbally within fifteen (15) days of the date at which he became aware or should have become aware of the difference.

- 2) If the grievance has not been settled satisfactorily by the administrator within five (5) days, the grievance shall, within twenty (20) days of the date it was discussed with the administrator, be reduced to writing by the academic staff member and submitted together with a statement of the redress sought to the administrator who shall within five (5) days submit the same together with a statement as to his decision **to another Vice-president as appointed by the President.**
- 3) Within five working days of receipt of the grievance, the **Vice-president appointed in 12a)2** shall convene a meeting which shall include the **Vice-president appointed in 12a)2**, the President of the Faculty Association or his designate, and the grievor. Attendance at the meeting shall be limited to a maximum of four representatives of each party. The purpose of this meeting shall be to attempt to resolve the grievance.
- 4) Within ten working days of receipt of the grievance, the **Vice-president appointed in 12a)2** shall render his decision in writing to the President of the Faculty Association.

For grievances dealing with disciplinary action taken against an Adjunct, Hourly or Sessional Staff Member, or against a Probationary Staff member, which shall be heard by the President or **Vice-president Corporate Services**, this decision shall be the final and binding resolution of the grievance.

- 5) If the dispute is not satisfactorily resolved following the above steps, either party may, within ten days of receipt by the President of the Faculty Association of the decision of the **Vice-president appointed in 12a)2**, notify the other in writing of its desire to submit the difference to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall appoint a chairman within five (5) days of the appointment of the second appointee.
- 6) If the recipient of the notice fails to appoint an arbitrator within the time defined under subsection a)5 above the appointment shall be made by the Deputy Attorney General of Alberta or a Court of Queen's Bench Judge of the Province of Alberta upon the request of either party. If the two appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Deputy Attorney General of Alberta or a Court of Queen's Bench Judge of the Province of Alberta upon the request of either party.
- 7) The Arbitration Board shall hear and determine the difference and shall issue an award in writing and its decision is final and binding upon the parties to this agreement and upon any academic staff member affected

by it. The decision of a majority is the award of the Arbitration Board, but if there is no majority the decision of the chairman governs and shall be deemed to be the award of the Arbitration Board.

- b) Each party to the difference shall bear the expenses of its respective appointee to the Arbitration Board and the ~~two~~ parties shall bear equally the expenses of the chairman.
- c) The Arbitration Board by its decision shall not alter, amend, or change the terms of the Collective Agreement.
- d) Where an academic staff member has been suspended or dismissed, the Arbitration Board may:
 - 1) Direct the Board to reinstate the academic staff 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.
 - 2) Make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- e) The Arbitration Board **has** power to:
 - 1) summon and enforce the attendance of witnesses and to compel them to give evidence in the same manner as a court of record in civil cases and do all other things which, during the proceedings, the arbitrator or Arbitration Board may require,
 - 2) administer oaths and take affirmations of witnesses,
 - 3) enter any premises of the College where anything is taking place or has taken place concerning any of the differences submitted to the Arbitration Board and to inspect and view any work, material, machinery, appliance or article therein and, interrogate any person under oath in the presence of the parties or the representatives respecting any such thing or any such differences,
 - 4) authorize any person to do any things that the arbitrator or chairman of the Arbitration Board may do under subsection e)3) above and to report to the arbitrator or Arbitration Board thereon, or;
 - 5) correct in any award any clerical mistake, error or omission.

13 FINAL SETTLEMENT OF ALL DIFFERENCES BETWEEN THE ASSOCIATION AND THE BOARD

- a) In the event that a difference arises respecting an undertaking between the Association and the Board in this Agreement, including any question as to whether the dispute is arbitrable, which cannot be resolved by discussion between the Association and the Board and the difference is one which could not be the subject of a grievance initiated by a staff member, the difference becomes a grievance to be resolved pursuant to this Section.
- b) The dissatisfied party shall submit a grievance in writing to the other party within twelve (12) days of the act causing the grievance or of the time when the grieving party first became aware or should have become aware that a grievance has occurred.
- c) If the parties fail to settle the grievance within ten (10) days from the date of either party's written submission to the other party, then either party may submit the grievance to arbitration within ten (10) days pursuant to the procedures provided in subsection 12 (a) (5), "Grievance Procedure."

14 EVALUATION AND DEVELOPMENT

a) **Evaluation**

1) Purpose

The primary purpose and focus of academic staff evaluation will be to provide direction and support for professional development. The evaluation process will give the academic staff member feedback on his performance and will also identify professional development activity which may enhance the individual's capabilities.

2) Procedure

Academic Staff Members on Probation

During the probationary period a probationary academic staff member may, on reasonable notice, be visited in the classroom or other work areas by any persons that may be designated or authorized by the Board. The performance of each academic staff member on probation will be monitored throughout each instructional term with a written summary to be completed at least at the end of each instructional term.

The administrator, or his designee, responsible for the supervision of the academic staff member shall review the results of each evaluation with the individual.

The Instructor Performance Appraisal Summary, including the signature and comments of both the administrator and the academic staff member, shall be placed in the member's personnel file.

Continuing Academic Staff Members

Each continuing academic staff member will be evaluated at least every third year. Such evaluation shall be in the manner and form which is in place at the commencement of this agreement, unless there is mutual agreement to amend.

After the probationary period, a continuing academic staff member may be visited in the classroom only by the **appropriate Vice-President**, the Administrator, the Chairperson, or their designees, and only when 3-5 days notice has been provided to the academic staff member. Shorter notice may be mutually agreed to between the two parties.

The administrator responsible for the supervision of the academic staff member shall review the results of the evaluation with the individual. If a problem is indicated, opportunity shall be given to the academic staff member to improve his performance. The administrator or designee will assist the academic staff member with the member's professional development.

The Instructor Performance Appraisal Summary, including the signature and comments of both the Administrator and the academic staff member, shall be placed in the member's personnel file.

Session Staff Members

A sessional staff member may, on reasonable notice, be visited in the classroom or other work areas by any persons authorized by the Board. The staff member's performance will be monitored throughout each instructional term, with a written summary to be completed at least at the end of each instructional term.

The administrator responsible for the supervision of the staff member, or his designee, shall review the results of each evaluation with the staff member.

The Instructor Performance Appraisal Summary, including the signature and comments of both the administrator and staff member, shall be placed in the member's personnel file.

Hourly and Adjunct Staff Members

An hourly staff member may, on reasonable notice, be visited in the classroom or other **work** areas by any persons authorized by the Board. The staff member's performance will be monitored throughout each instructional term, with a written summary to be completed at least at the end of each instructional term. After three (3) years continuous service, evaluation will be completed annually.

The administrator responsible for the supervision of the staff member, or his designee, shall review the results of each evaluation with the staff member.

The Instructor Performance Appraisal Summary, including the signature and comments of both the administrator and staff member, shall be placed in the member's personnel file.

b) Professional Development

1) Minimum Qualifications

All probationary, adjunct and continuing academic staff members are expected to assume primary responsibility for meeting the minimum level of qualifications and expertise required to competently handle their normal workload. However, the Board will support professional development activity toward this end, through the provision outlined in Section 15, "Instructional Certificate Program," and other opportunities available through the established professional development mechanisms within the College.

2) On-going Development

Each academic staff member is expected to keep current in his discipline and to use appropriate instructional and learning techniques. Each member is responsible for taking the initiative in keeping current through professional readings, industrial contacts, professional associations and other forms of information exchanges. The Board supports the concept of professional excellence in keeping with the level of training provided by the College and will provide opportunities through assisted leaves made available under Section 30, "Faculty Development and Educational Assistance," Other short-term development activities may be accessed through the internal professional development programs.

Professional development and training, except for that required under Section 15, "Instructional Certificate Program," shall be mutually agreeable to the academic staff member and his administrator.

15 **INSTRUCTIONAL CERTIFICATE PROGRAM**

Requirements and Administration

- a) Incoming probationary, adjunct and continuing academic staff members commencing employment after June 30, 1981 will be required to complete the Instructional Certificate Program as prescribed or a university equivalent **after ICP-1, ICP-2, and ICP-4 have been completed**, within five years from the date of employment. Where exemptions are granted in view of previous training or experience, the number of prescribed courses would be reduced accordingly.

The university equivalent would be the equivalent number of courses from an accredited university. For those with two years or more of university education, the courses must be offered by the faculty of education of the university. For those with less than two years of university, the courses may be either education, arts, or science courses. Academic staff members opting for a university program rather than the Instructional Certificate Program must progress through their programs at the same rate as prescribed for participants of the Instructional Certificate Program.

- b) **A** minimum of one core course and one elective course will be offered each year provided there is a minimum enrollment of ten.
- c) The College will offer each course internally, or alternatively, the Faculty Professional Development Coordinating Committee (FPDCC) will identify, if possible, a specific counterpart course at the University of Lethbridge for each course of the Instructional Certificate Program. Where appropriate and accepted by the FPDCC subcommittee, the College and the University may cooperate on the offering of a counterpart course.
- d) Where the College chooses not to provide a course internally and where the Faculty Professional Development Coordinating Committee has identified a suitable alternative offered at the University of Lethbridge, the College will pay the course fee for courses required to complete the Certificate.
- e) Courses offered by any accredited institution may be deemed as suitable alternatives to courses described in this program. The College however will not subsidize fees or other expenses incurred by an academic staff member to take a course which has not been identified as a specific alternative at the University of Lethbridge.
- f) All academic staff members required to complete the program must complete **a** minimum of one course each year with the exception of their first year of employment at the College.

- g) An academic staff member who does not complete the program within the time frame outlined in subsection 15 a) or who do not progress at the minimum rate described in subsection 15 f) shall be subject to the following restrictions. (Progress will be reviewed as of June 30 each year.)
- 1) For an academic staff member not at a vertical grid maximum, his salary grid placement shall be frozen.
 - 2) For an academic staff member at a vertical grid maximum, his or her salary shall be frozen until the inflationary increases of the penultimate vertical increment equals or surpasses that salary, at which time the grid placement is frozen at that penultimate increment.
 - 3) When progress has caught up to the minimum required, the restrictions referred to in subsections g) 1) or g) 2) shall be withdrawn.
- h) When progress in completing the program is interrupted by Leave Without Pay, or Sick Leave, the prescribed progress will be suspended until the academic staff member returns to work.
- i) Courses in this program will be deemed to be equivalent to university level courses and may be used for credit toward an advancement on the salary scale in accordance with section 21 "Additional Training" and the policy on "Evaluation of Training and Experience," contained in Appendix E. However, courses in this program, shall not be used for credit beyond Category "E" of the salary grid.
- j) Academic staff employed prior to July 1, 1981:
- 1) may participate in any course or courses of the Instructional Certificate Program. Where the College chooses not to provide a course internally and where the Faculty Professional Development Coordinating Committee has identified a suitable alternative offered at the University of Lethbridge, the College will pay the course fee for courses required to complete the program
 - 2) shall receive credit for courses completed in the program in accordance with subsection 15 item I), and
 - 3) shall at no time be subject to the restrictions of subsection 15 (f) and/or (g).
- k) A sessional staff member or an academic staff member whose usual and primary role is counselling shall not be obligated to participate in this program. However, a sessional staff member or counsellor will not be excluded from any course offered by the College if he wishes to enroll and if space is available.

Training acquired by a counsellor under this program will be recognized under subsection 15 l) but only when the academic staff member assumes a position where the usual and primary role is instructional. Should a counsellor accept a transfer to a position where the usual and primary role is instructional, then this program becomes a condition of employment in the same manner as it applies to new instructional staff.

- l) A chairman or administrator may recommend that an academic staff member enroll in a specific course of study under this program to assist the member in achieving mutually agreeable professional development objectives.
- m) The Instructional Certificate Program must operate within the funding allocated to the Faculty Professional Development Coordinating Committee for this purpose. Priority will therefore be given to those academic staff members who are obliged to complete the program. The Instructional Certificate Program is outlined in the attached Appendix "A."

16 PROFESSIONAL STANDARDS COMMITTEE

- a) The membership of the Professional Standards Committee shall be as follows:
 - 1) The chairman - who shall be a Board member nominated by the LCCFA and approved by the Board, but who shall not be the academic staff representative, the nonacademic staff representative, the student representative or the President.
 - 2) Three academic staff members normally chosen from the ranks of the continuing Academic Staff, appointed by Lethbridge Community College Faculty Association. An academic staff member may not sit on the Professional Standards Committee if he is under consideration. He shall be replaced by an appointee of the executive of the Lethbridge Community College Faculty Association.
 - 3) The President, the administrator responsible for the academic staff member, and a senior academic administrator appointed by the President. The President may appoint a designate to sit in his place. This membership will apply to all activity of the Professional Standards Committee with the exception of dealing with applications for "Faculty Development and Educational Assistance" (Section 30), where the administrator responsible for the academic staff member concerned will not sit on the committee and an alternate academic administrator appointed by the President will take his place. The administrator member will change with each problem according to the **individual** involved.

b) **Procedure:**

The Professional Standards Committee shall determine and make available its own procedure for subsection 16 (c), 1 to 6, and this procedure is considered to be incorporated into this Agreement.

c) **Functions:**

The Professional Standards Committee shall:

- 1) recommend to the Board concerning implementation of restrictions referred to under subsection 15 (g) "Instructional Certificate Program",
 - 2) recommend on considerations in accordance with Section 21, "Additional Training",
 - 3) recommend to the Board concerning the withholding of normal increments,
 - 4) receive information on any written complaint with **regard** to the professional conduct or professional **service** of an academic staff member, and may recommend action to the President or the Board. **A** complaint may be referred to the Professional Standards Committee **by** the academic staff member involved, the Board, the President or the LCCFA,
 - 5) recommend to the Board appropriate action for any complaint in regard to the workload of the instructor if the academic staff member, the administrator and the President cannot resolve the complaint,
 - 6) decide who is to receive assisted leave under Section 30, "Faculty Development and Educational Assistance," except as provided in subsection 30 (c).
- d) Unless stated otherwise in this agreement, this committee shall meet upon the written request of any academic staff member, Board member, or administrator within seven (7) days of receipt of such request, **for** the purposes set out in subsection 16 (c).

17 SALARY GRIDS

17 a) SALARY GRID - CONTINUING & PROBATIONARY ACADEMIC STAFF MEMBERS

Salary rates applicable to Probationary Staff Members and Continuing Academic Staff Members, effective July 1, 1997.

A	B	C	D	E	F	G	STEP
25,200	26,757	28,427	30,232	32,786	34,064	36,609	0
26,583	28,166	29,869	31,703	34,304	35,608	38,151	1
27,966	29,575	31,312	33,174	35,821	37,151	39,694	2
29,349	30,984	32,755	34,645	37,338	38,695	41,236	3
30,731	32,394	34,197	36,116	38,855	40,238	42,779	4
32,114	33,803	35,640	37,587	40,372	41,782	44,321	5
33,497	35,212	37,083	39,058	41,890	43,325	45,864	6
34,880	36,621	38,526	40,529	43,407	44,869	47,406	7
36,263	38,030	39,968	42,000	44,924	46,412	48,948	8
37,646	39,439	41,411	43,471	46,442	47,956	50,491	9
39,028	40,848	42,854	44,942	47,959	49,499	52,033	10
40,411	42,257	44,296	46,413	49,476	51,043	53,576	11
41,794	43,666	45,739	47,884	50,993	52,586	55,118	12
43,177	45,075	47,182	49,355	52,510	54,130	56,661	13
0	0	0	0	0	55,673	58,203	14

Salary rates applicable to Probationary Staff Members and Continuing Academic Staff Members, effective July 1, 1998

A	B	C	D	E	F	G	STEP
25,704	27,292	28,995	30,836	33,442	34,745	38,191	0
27,115	28,730	30,467	32,337	34,990	36,320	39,764	1
28,525	30,167	31,938	33,837	36,537	37,894	41,338	2
29,936	31,604	33,410	35,338	38,085	39,468	42,911	3
31,346	33,041	34,881	36,838	39,632	41,043	44,484	4
32,757	34,479	36,353	38,339	41,180	42,617	46,057	5
34,167	35,916	37,825	39,839	42,728	44,192	47,631	6
35,578	37,353	39,296	41,340	44,275	45,766	49,204	7
36,988	38,791	40,768	42,840	45,823	47,340	50,777	8
38,399	40,228	42,239	44,340	47,370	48,915	52,351	9
39,809	41,665	43,711	45,841	48,918	50,489	53,924	10
41,220	43,102	45,182	47,341	50,466	52,063	55,497	11
42,630	44,540	46,654	48,842	52,013	53,638	57,071	12
44,041	45,977	48,125	50,342	53,561	55,212	58,644	13
0	0	0	0	0	56,787	60,217	14

17 b) SALARY GRID - SESSIONAL STAFF MEMBERS

Pay rates, including vacation pay, for Sessional Staff Members shall be 83% of the salary rates set out in Section 17(a), subject to the following:

- i) Normal monthly pay is 1/10 of the annual rates.
- ii) Salary calculations to determine rates for reductions or additions will be made as follows:

$$\frac{\text{Grid Salary Rate}}{38 \times 5} = \text{Daily Rate}$$

- iii) Training and experience will be determined in accordance with Section 4, Clause (b) of this Agreement.
- iv) Those with years of training defined in Categories A, B and C will be paid in Column A/C. Rates in Column A/C will be derived from the Category A salary rates set out in Section 17(a).

Effective July 1, 1997, salary rates applicable to Sessional Staff Members.

SESSIONAL SALARY GRID-97/98				
A/C	D	E	F	STEP
20,916	25,092	27,213	28,273	0
22,064	26,313	28,472	29,554	1
23,212	27,534	29,731	30,835	2
24,359	28,755	30,991	32,117	3
25,507	29,976	32,250	33,398	4
26,655	31,197	33,509	34,679	5
27,803	32,418	34,768	35,960	6
28,950	33,639	36,028	37,241	7
30,098	34,860	37,287	38,522	8
31,246	36,081	38,546	39,803	9
32,394	37,302	39,806	41,084	10
33,541	38,523	41,065	42,365	11
34,689	39,744	42,324	43,646	12
35,837	40,965	43,584	44,928	13
			46,209	14

Effective July 1, 1998, salary rates applicable to Sessional Staff Members.

SESSIONAL SALARY GRID-98/99				
A/C	D	E	F	STEP
21,334	25,594	27,757	28,839	0
22,505	26,839	29,041	30,145	1
23,676	28,085	30,326	31,452	2
24,846	29,330	31,610	32,759	3
26,017	30,576	32,895	34,066	4
27,188	31,821	34,179	35,372	5
28,359	33,066	35,464	36,679	6
29,529	34,312	36,748	37,986	7
30,700	35,557	38,033	39,292	8
31,871	36,803	39,317	40,599	9
33,042	38,048	40,602	41,906	10
34,212	39,293	41,886	43,213	11
35,383	40,539	43,171	44,519	12
36,554	41,784	44,455	45,826	13
0	0	0	47,133	14

17 (c) SALARY GRID -ADJUNCT STAFF

Pay rates , including vacation pay, for Adjunct Staff Members shall be 88% of the salary rates set out in Section 17(a), subject to the following:

- i) Compensation will be calculated at a percentage of a full time workload and then applied against the grid.
- ii) Adjunct staff will be paid an even monthly amount over their academic year.
- iii) An Adjunct staff member required to teach beyond their load will be treated in the same manner as Continuing Academic Staff Members.
- iv) Adjunct staff are eligible for annual increments in the same manner as Continuing Academic Staff Members.
- v) Transition provision: Current “designated hourly with benefits” staff will be transferred on the new grid at the step closest to their current salary placement as of July 1, 1997 and then be eligible for their first increment July 1, 1998.

Effective July 1, 1997, salary rates applicable to Adjunct Staff Members.

ADJUNCT FACULTY SALARY GRID-97/98							
A	B	C	D	E	F	G	STEP
22,176	23,546	25,015	26,604	28,852	29,976	32,216	0
23,393	24,786	26,285	27,898	30,187	31,335	33,573	1
24,610	26,026	27,555	29,193	31,522	32,693	34,930	2
25,827	27,266	28,824	30,487	32,857	34,051	36,288	3
27,044	28,506	30,094	31,782	34,193	35,410	37,645	4
28,261	29,746	31,363	33,076	35,528	36,768	39,003	5
29,477	30,986	32,633	34,371	36,863	38,126	40,360	6
30,694	32,226	33,902	35,665	38,198	39,484	41,717	7
31,911	33,466	35,172	36,960	39,533	40,843	43,075	8
33,128	34,706	36,442	38,255	40,869	42,201	44,432	9
34,345	35,946	37,711	39,549	42,204	43,559	45,789	10
35,562	37,186	38,981	40,844	43,539	44,917	47,147	11
36,779	38,426	40,250	42,138	44,874	46,276	48,504	12
37,996	39,666	41,520	43,433	46,209	47,634	49,861	13
0	0	0	0	0	48,992	51,219	14

Effective July 1, 1998, salary rates applicable to Adjunct Staff Members.

ADJUNCT FACULTY SALARY GRID-98/99							
A	B	C	D	E	F	G	STEP
22,620	24,017	25,516	27,136	29,429	30,576	33,608	0
23,861	25,282	26,811	28,456	30,791	31,961	34,993	1
25,102	26,547	28,106	29,777	32,153	33,347	36,377	2
26,343	27,812	29,401	31,097	33,515	34,732	37,762	3
27,585	29,076	30,696	32,418	34,876	36,118	39,146	4
28,826	30,341	31,991	33,738	36,238	37,503	40,531	5
30,067	31,606	33,286	35,058	37,600	38,889	41,915	6
31,308	32,871	34,581	36,379	38,962	40,274	43,300	7
32,549	34,136	35,876	37,699	40,324	41,660	44,684	8
33,791	35,400	37,170	39,020	41,686	43,045	46,069	9
35,032	36,665	38,465	40,340	43,048	44,430	47,453	
36,273	37,930	39,760	41,660	44,410	45,816	48,838	
37,514	39,195	41,055	42,981	45,772	47,201	50,222	
38,756	40,460	42,350	44,301	47,133	48,587	51,607	13
0	0	0	0	0	49,972	52,991	14

17(d) SALARY GRID - HOURLY STAFF MEMBERS

Pay rates for Hourly Staff Members shall be derived from the annual salary rates set out in Section 17(a) in accordance with the following:

Rates are hourly and include holiday pay. Hours of work in the Learning Center are subject to 50% discounting.

- i) For employment in clinical supervision in the Nursing Program:

$$\frac{\text{Selected* annual rate from Section 17(a)} \times 0.88}{700}$$

- ii) For employment in all other programs:

$$\frac{\text{Selected* annual rate from Section 17(a)} \times 0.88}{575}$$

- iii) The College will determine, prior to recruitment, the required level of instructional qualifications and the appropriate pay category based on the normal expected program instructional hours. Where the incumbent's qualifications exceed the requirements, he will be paid at the position rate. Where the incumbent's qualifications are less than required, he will be paid according to qualifications held.

Salary rates for hourly staff members effective July 1, 1997

		LESS THAN 4 YEARS TRAINING	4 YEARS TRAINING	6 YEARS TRAINING
MINIMUM	NURSING	\$31.68	\$38.01	\$42.82
	OTHER	\$38.57	\$46.26	\$52.13
AFTER 3 NORMAL INSTRUCTIONAL TERMS	NURSING	\$33.42	\$39.86	\$44.76
	OTHER	\$40.69	\$48.52	\$54.50
AFTER 6 NORMAL INSTRUCTIONAL TERMS	NURSING	\$35.15	\$41.71	\$46.70
	OTHER	\$42.80	\$50.77	\$56.86

Salary rates for hourly staff members effective July 1, 1998

	PROGRAM	LESS THAN 4 YEARS TRAINING	4 YEARS TRAINING	6 YEARS TRAINING
MINIMUM	NURSING	\$32.31	\$38.77	\$43.68
	OTHER	\$39.34	\$47.19	\$53.18
AFTER 3 NORMAL INSTRUCTIONAL TERMS	NURSING	\$34.09	\$40.66	\$45.66
	OTHER	\$41.50	\$49.49	\$55.58
AFTER 6 NORMAL INSTRUCTIONAL TERMS	NURSING	\$35.86	\$42.54	\$47.64
	OTHER	\$43.65	\$51.78	\$57.99

NOTE: For staff with less than 4 years training, rates derived from Column A.
 For staff with 4 years training, rates derived from Column D.
 For staff with 6 years training, rates derived from Column F

Minimum rate derived from Step 0 in the appropriate column.

After 3 semester rate derived from Step 1 in the appropriate column.

After 6 semester rate derived from Step 2 in the appropriate column.

NOTE: Transition provision: Current "designated hourly" staff will be transferred on the new grid at the step closest to their current salary placement as of July 1, 1997.

18 CATEGORY DEFINITIONS

a) Academic staff category definitions.

- A) - All academic staff members with less than two years training.
- B) - **All** academic staff members with two years training.
- C) - **All** academic staff members with three years training.
- D) - All academic staff members with four years training.
- E) - All academic staff members with five years training, two of which must be from a recognized university. The courses offered under Section 15 "Instructional Certificate Program" will be recognized as university training for the purpose of this category definition.
- F) - All academic staff members who have an earned masters degree from a recognized university or a four year undergraduate degree plus two years of graduate study from a recognized university or two undergraduate degrees plus one year of graduate study from a recognized university.
- G) - An earned doctorate degree from a recognized university

b) i) Category definitions for academic staff instructing in Trades programs having a base workload of 649 hours.

- A) : All academic staff members with less than two years training.
- B) : All academic staff members with a journeyman certificate.
- C) : All academic staff members with a journeyman certificate and one additional year of training.
- D) : All academic staff members with a journeyman certificate and two additional years of training.
- E) : **All** academic staff members with a journeyman certificate and three additional years of training.
- F) : All academic staff members with a journeyman certificate and four additional years of training or who have an earned masters degree.
- G) - An earned doctorate degree from a recognized university.

ii) A second journeyman certificate will equal one year of training.

19 SALARY PLACEMENT

New academic staff members will be placed on the appropriate current salary grid of Section 17 in relation to their training and experience as determined under Section 4, "Initial Appointment."

All continuing, probationary, adjunct and sessional academic staff members will receive one vertical merit increment on the grid, if eligible, each July 1 until the maximum vertical placement for their training category is reached.

20 INCREMENT

All continuing, probationary and sessional academic staff members who have completed 32 weeks of the 38 weeks referred to in Section 27, "Academic Year," or in the case of adjunct staff members 26 of 32 weeks and in the case of counsellors, 37 of the 43 weeks, will be eligible for consideration for the annual performance increment. Absences due to unusual circumstances will be considered on their merits by the Professional Standards Committee.

21 ADDITIONAL TRAINING

- a) Additional training obtained after initial placement shall earn for the academic staff member transfer to the appropriate higher category at the same step of the grid, effective from the date of presentation by the academic staff member of acceptable proof of such training and subject to confirmation by the Human Resources Office. Such adjustments will be made to the normal monthly salary payments and will not be determined under Section 23, "Salary Adjustments." The additional qualification must be gained at a recognized institution and must be in a discipline related to the duties of the academic staff member as determined by the Human Resources Office. Where an academic staff member disputes a determination by the Human Resources Office, they may appeal to the Selection and Evaluation Committee.

22 SALARY BEYOND NORMAL PLACEMENT

The Board shall have the right to pay salary in excess of the prevailing scale. The Selection and Evaluation Committee may recommend salary in excess of the prevailing scale in view of recruitment considerations. The Board may wish to pay above the salary scale for any other reasons it deems suitable. Salary paid in excess of scale will be limited by the provisions below:

- a) Where an academic staff member is paid at a rate within his appropriate pay category, but at a rate beyond the normal placement, he will be eligible for annual increments in the usual manner, however, will not progress beyond the uppermost salary rate of that pay category.

- b) Where an academic staff member is paid at a rate of pay which exceeds the uppermost salary rate of his appropriate pay category, this rate will remain in effect for only the time specified by the Board.

23 SALARY ADJUSTMENTS

- a) Sections b), c) and d) apply only to probationary and continuing academic staff members.
- b) In view of the provision under Section 17, "Salary Grids" which spreads salary payment over the full twelve (12) months of the contract year, salary actually paid and salary earned are in balance only at the end of each contract year. Therefore the salary calculations outlined in this section shall be used to determine any salary over payment, underpayment or new level of payment.
- c) When the academic staff member will not complete the required weeks of assignable service specified in subsections 27 a), or b), "Academic Year," by virtue of:
 - termination,
 - leave of absence without pay,
 - assisted leave on reduced pay,
 - or for any other reason except under Section 29, "Sick Leave."

The following calculations will be used to determine the amount which is owing to the academic staff member or to the College:

- d) When an academic staff member commences employment or returns to work part way through the contract year and is not scheduled to complete the required number of assignable weeks of service as specified in subsection 27 (a) or 27 (b), "Academic Year," the amount to be paid to the academic staff member for the balance of the contract year will be determined as follows:
 - 1) In respect of academic staff members required to provide 38 weeks of assigned service.

$$\frac{\text{(annual salary x number of days completed includes applicable statutory holidays)}}{38 \times 5}$$

minus amount already paid during the current contract year.

- 2) In respect of academic staff members required to provide 43 weeks of assigned service.

$$\frac{\text{(annual salary x number of days completed)} \\ \text{includes applicable statutory holidays}}{43 \times 5}$$

minus amount already paid during the current contract year

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

- 1) In respect of an academic staff member required to provide 38 weeks of assigned service.

$$\frac{\text{(annual salary x number of days remaining in the assignable} \\ \text{38 week period) (including applicable statutory holidays)}}{38 \times 5}$$

This amount will then be paid in equal monthly instalments over the balance of the contract year.

- 2) In respect of an academic staff member required to provide 43 weeks of assigned service.

$$\frac{\text{(annual salary x number of days remaining in the assignable} \\ \text{43 week period) (including applicable statutory holidays)}}{43 \times 5}$$

This amount will then be paid in equal monthly instalments over the balance of the contract year.

- e) Sections f) and g) apply only to adjunct staff members.

- f) The following calculations will be used to determine the amount which is owing to the academic staff member or to the College:

In respect of adjunct staff members required to provide 32 weeks of assigned service.

$$\frac{(\text{annual salary} \times \text{number of days completed} \\ \text{includes applicable statutory holidays})}{32 \times 5}$$

minus amount already paid during the current contract year

- g) When an academic staff member commences employment or returns to work part way through the contract year and is not scheduled to complete the required number of assignable weeks of service, the amount to be paid to the academic staff member for the balance of the contract year will be determined as follows:

- 1) In respect of an adjunct staff member required to provide 32 weeks of assigned service.

$$\frac{(\text{annual salary} \times \text{number of days remaining in the assignable} \\ \text{32 week period}) (\text{including applicable statutory holidays})}{32 \times 5}$$

This amount will then be paid in equal monthly instalments over the balance of the contract year.

24 CHAIRPERSONS AND COORDINATORS

- a) Those academic staff members designated as chairpersons or coordinators will be given release time from their otherwise normal instructional load, which is considered commensurate with the administrative or coordination assignment. Chairpersons and coordinators will normally be designated from the ranks of continuing academic staff.
- b) Effective July 1, 1997, Chairpersons listed in Appendix D will receive \$2,650.00 as compensation for their additional responsibility.

25 WORKLOAD

- a) The administrator or the administrator and chairperson in consultation with all academic staff in a specific program shall be responsible for the assignment of the workload within the program. The following sub-section (b-f) will not apply to counsellors.

- b) The administrator or the administrator and chairperson of the program in assigning individual workloads shall ensure that the overall average of his academic staff members' instructional workload is 576 hours in the academic year, with the exception of Trades which shall be 649 hours in the academic year, and with the exception of academic staff members whose primary responsibility is clinical supervision in the Nursing Program which shall be 700 hours in the academic year.
- c) Assignable work will include instructional workload as described in subsections (a) and (b) above, teaching preparation, program and course development, special projects, college committees and other related activities which are assumed as professional responsibilities by the academic staff member or which are specifically assigned by the administrator.
- d) When the administrator or the administrator and chairperson and an academic staff member agree that an overload condition exists, additional help will be made available, subject to the approval of the President.
- e) Should any dispute arise concerning whether or not an overload or underload situation does exist, the dispute shall be submitted to the Professional Standards Committee for study and recommendation to the Board and the Board shall be charged with the responsibility of determining whether an underload or overload condition exists and shall further be charged with the responsibility for remedying such underload or overload.
- f) The Professional Standards Committee shall consider at least the following criteria when studying underload or overload disputes:
 - 1) Longtime average of the instructor's load
 - 2) Number of students in the class within the present guidelines as determined by the Board
 - 3) Limitation of facilities and equipment
 - 4) Curriculum determination over which the College has no control
 - 5) Future of the courses
 - 6) Other responsibilities of the faculty member such as course development, counselling, department work, professional development and other related projects.

26 COUNSELLORS WORKLOAD

The **Vice-president of Enrollment and Student Services**, in consultation with the Chairman of Counselling, shall be responsible to assign the hours of work for members who are counselling staff. The assigned hours shall not exceed an average of 35 hours per week over the contractual weeks of assignable time.

27 **ACADEMIC YEAR**

- a) Period of Assignable Work Each Contract Year for Academic Staff Members Other Than Counsellors

Each academic staff member whose usual and primary role is instructional will have 38 weeks of assignable work and 5 weeks of vacation. For the 1997/98 year, the assignable work period will be from August 21, 1997 to May 22, 1998. Assignable work period for 1998/99 will be developed once the Academic Schedule is approved by Academic Council.

- b) Period of Assignable Work Each Contract Year for Counsellors
Each academic staff member whose usual and primary role is counselling will have 43 weeks of assignable work and 5 weeks of vacation from July 1, 1997 to June 1, 1998 and from July 1, 1998 to June 1, 1999.

- c) Variations to Academic Year
Variations to the academic year will normally be made by mutual agreement between the administrators and the academic staff member involved.

For programs which operate beyond the dates described in subsection (a) above, administrators will have the flexibility to schedule "weeks of assignable work" and "weeks of vacation" outside the dates referred to in subsection (a) above, in order to meet program requirements. This assignment should be made no later than the end of May prior to the commencement of the next academic year.

- d) Calculation of Extra Remuneration

An adjunct staff member required to have assignable work beyond 32 weeks will be paid on a daily rate calculated as follows:

$$\frac{\text{Annual Salary} \times \text{Number of Days Worked}}{32 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the administrator and the academic staff member.

An academic staff member required to have assignable work beyond 38 weeks will be paid on a daily rate calculated as follows:

$$\frac{\text{Annual Salary} \times \text{Number of Days Worked}}{38 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the administrator and the academic staff member.

c) Adjunct Staff Members

The Board shall pay the following portions of the premium costs of benefit plans applicable to these staff members:

<u>AHCIC</u>	<u>25%</u>
<u>Extended Health</u>	<u>37.5%</u>
<u>Group Life/AD & D</u>	<u>75%</u>
<u>Dental</u>	<u>25%</u>

- d) The Board and all Continuing, Probationary and Adjunct Academic staff member shall participate in the Local Authorities Pension Plan or its equivalent. Adjunct staff members may elect to participate in Local Authorities.

29 SICK LEAVE

The following sick leave benefits and procedures will apply to all probationary and continuing academic staff members:

- a) Normal salary will be paid for a maximum of 105 calendar days per year to academic staff members who are unable to continue their duties because of illness.
- b) Where an illness recurs or where a medical problem related to a previous illness arises resulting in the academic staff member requiring a subsequent period of sick leave, normal salary will be continued only until the academic staff member is entitled to apply for disability benefits provided for under Section 28, "Benefits," or in any case not beyond a maximum of 105 calendar days as determined by combining the previous related sick leave taken, with the current sick leave required.
- c) If so required by the Human Resources Office, an academic staff member shall present a certificate from a qualified medical practitioner when he is absent on account of illness for a period of three (3) or more consecutive working days.
- d) The Board, at its discretion, may ask an applicant to undergo a medical examination before employment at the expense of the Board.
- e) Further details regarding sick leave benefits and their administrative provisions are covered under the Board's Short Term Disability Plan. This plan will not be altered during the life of this collective agreement without mutual agreement of both parties.

Counsellors required to have assignable work beyond 43 weeks will be paid on a daily rate calculated as follows:

$$\frac{\text{Annual Salary} \times \text{Number of Days Worked}}{43 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the administrator and the counsellor.

28 **BENEFITS**

a) **Continuing Academic and Probationary Staff**

The Board will pay 100 percent of the Group Life Insurance, Accidental Death and Dismemberment premiums and Extended Health Care premiums. The Board will pay 50 percent of the Alberta Health Care Insurance Commission premiums. The foregoing payment schedule pertains to plans as they are presently in effect. Academic staff members will pay 100 percent of the cost of the Long Term Disability Plan premiums. Changes to coverage by either party must be mutually agreeable.

The Board and the Association agree there shall be a dental plan for continuing, probationary and hourly faculty. The terms and conditions of the plan are set out in Appendix C attached. The plan shall be effective March 1, 1991, and be funded through premiums paid equally by the Board and faculty members.

b) **Sessional Staff Members**

The Board shall pay the following portions of the premium costs of benefit plans applicable to these staff members:

AHCIC	50%
Extended Health	75%
Group Life/AD & D	75%
Dental	50%
Temporary Disability	100%

30 **FACULTY DEVELOPMENT AND EDUCATIONAL ASSISTANCE (F.D.E.A.)**

Professional development proposals submitted under the provision of this section will be considered in light of College program priorities and manpower needs. Continuing academic staff members or adjunct academic staff members will become eligible to apply for F.D.E.A. after three full years, or equivalent hours of service, if the work in the department can be carried on satisfactorily in their absence. Eligibility for remuneration for leave, under (a) and (b) shall accumulate in accordance with the following schedule:

- three years of service - 25 percent of current salary
- four years of service - 45 percent of current salary
- five years of service - 65 percent of current salary
- six years of service - 80 percent of current salary

Calculation for F.D.E.A. will be based on the salary rate grid in effect at the time F.D.E.A. is taken.

During F.D.E.A., the Lethbridge Community College will continue to pay the employer portion of premiums for benefits outlined in Section 28(a) and the participants will do likewise.

F.D.E.A. leaves may be for any period up to 12 months in one or more sessions. The Professional Standards Committee shall decide which members shall be given F.D.E.A. and recommend the date when such F.D.E.A. leave shall commence. They shall also have the power to dispense all or any portion of the assisted F.D.E.A. funds it deems appropriate for F.D.E.A. leaves that will benefit the College, with the exception of the funds referred to in subsection (c), "Special Professional Development Projects."

Academic staff members who are granted F.D.E.A. leave are obliged to render service to the College, upon return from F.D.E.A. leave, for a period equal to twice the period of the F.D.E.A. leave, or refund to the College an amount equal to the salary and employee benefits costs paid to the member for the portion of the leave for which return service was not rendered by the member, unless redundancy or dismissal should occur. Return service obligations will be suspended during a period of disability.

a) Educational Leave

1) Definition

Educational leave for academic training or research directly related to needs and requirements of the College.

2) Procedure

Application for leave must be made in writing to the Chairman of the Professional Standards Committee by February 1st of the year prior to which leave is to commence.

3) Remuneration

The maximum remuneration for such leave shall be in accordance with the schedule referred to in paragraph two (2) under section 30, "Faculty Development and Educational Assistance."

4) Conditions of Leave

After returning to the College from Educational leave, an academic staff member may be granted another F.D.E.A. leave pursuant to the aforementioned conditions.

5) Calculations of Charges Against the Fund

The charges against the fund are the salary cost paid to the academic staff member on F.D.E.A. leave paid over the term of the leave not including benefit costs.

6) Fund

During the two year period July 1, 1997 to June 30, 1999, the Board shall make available 1.5% of academic staff member salaries, as determined by the previous June payroll applicable to probationary staff members and continuing academic staff members, each year for Educational Leaves. The Board agrees that all unspent funds shall accumulate in a special account for allocation by the Professional Standards Committee for F.D.E.A. leaves at a future date. Unspent funds to be used in accord with intent of Section 30 (a) (b) may be transferred to Fund "C" (Section 30 (c) by unanimous vote of the Professional Standards Committee.

b) Professional Experience

1) Definition

Leave for professional experience in business or industry.

2) Procedure

Application for leave/assistance must be made in writing to the Chairman of the Professional Standards Committee in accordance with the following schedule:

- i) For leave to commence in the Fall Term, applications must be received no later than May 15 preceding.
- ii) For leave to commence in the Winter Term, applications must be received no later than September 15 preceding.
- iii) For leave to commence in the Spring/Summer Term, applications must be received no later than January 15 preceding.

The duration and scheduling of the leave shall be subject to agreement between the academic staff member and the Professional Standards Committee.

3) Remuneration

The Board will pay an amount sufficient to make an academic staff member's salary equal to current salary at 100 percent level provided charges against the professional experience leave fund will not exceed the above schedule.

Academic staff members on professional experience leave will be eligible for an increment in the usual manner providing performance has been satisfactory to the outside employer.

In the event the charges against the fund were determined to be in excess of that allowed in the schedule, the charges will be reduced to the maximum allowable, and the salary to the academic staff member will be reduced by the amount of that excess.

Where the income to the College resulting from the staff member's outside employment exceeds the academic staff member's normal College salary, this difference will be paid to the academic staff member at the end of the approved leave.

All outside income earned while on professional experience leave will be paid directly to the College.

4) Conditions of Leave

After returning to the College from professional experience leave, an academic staff member may renew the accumulation of eligibility for leave.

The number of months of continuous service required to renew the accumulation, under the above schedule, after an individual has returned from leave, will be calculated as follows:

No. of months away on leave plus

$$\frac{\text{amount charged to fund}}{\text{maximum allowable charge}} \times \text{number of months accumulated before leave taken (max.72)}$$

to a maximum of the number of months accumulated before the leave was taken.

5) Calculation of Charges Against the Fund

The normal salary earnings of the academic staff member which would coincide with the period while on leave, minus the income to the College resulting from the academic staff member's outside employment, up to the maximum outlined in paragraph two (2) under Section 30, "Faculty Development and Educational Assistance."

6) Fund

During the two year period July 1, 1997 to June 30, 1999 the Board shall make available 0.5% of academic staff member salaries, as determined by the previous June payroll applicable to probationary staff members and continuing academic staff members, each year for Professional Experience Leave. The Board agrees that all unspent funds shall accumulate in a special account for allocation by the Professional Standards Committee for F.D.E.A. leaves at a future date, or for F.D.E.A. leaves provided under Clauses (a) or (c) of this Section; however, the maximum carry-over at each year-end will be the amount of the past year's allocation.

c) Special Professional Development Projects

The College will consider other Professional Development proposals which would be a direct benefit to College program priorities and manpower requirements. Educational programs, combined education and professional experience and other professional development projects will be considered under this subsection based on the merits of each case. All proposals under this provision require the approval of the Professional Standards Committee. Those projects which receive the support of the Professional Standards Committee and which will require in excess of \$5,000 must be approved by the Board.

Application for leave/assistance must be made in writing to the Chairman of the Professional Standards Committee in accordance with the following schedule:

- i) For leave to commence in the Fall Term, applications must be received no later than May 15 preceding.
- ii) For leave to commence in the Winter Term, applications must be received no later than September 15 preceding.
- iii) For leave to commence in the Spring/Summer Term, applications must be received no later than January 15 preceding.

The Professional Standards Committee may approve projects submitted by the Faculty Professional Development Coordinating Committee that involve area specific workshops at the College. The cost of such projects should not exceed 25% of the annual allocation of funds to Part "C". Proposals will be judged on the justification of need, the number of faculty to be served, the entrepreneurial nature both from faculty professional development funds and from external participation.

During the two year period July 1, 1997 to June 30, 1999, the Board shall make available 0.5% of academic staff member salaries, as determined by the previous June payroll applicable to probationary staff members and continuing academic staff, each year for Special Professional Development Projects. The Board agrees that all unspent funds shall accumulate in this account for allocation by the Professional Standards Committee for disbursements at a future date; however, the maximum carryover at each year end, will be the amount of the past year's allocation. Projects approved under this subsection may draw on unspent funding available under subsection b) once the special professional development project fund has been exhausted.

- d) Up to \$20,000 unexpended funds from a), b) and/or c) will be allocated for F.D.E.A. for Designated Hourly Staff members. The Professional Standards Committee will administer this fund.
- e) Appendix "F" outlines the guidelines for assisted leave.

31 UNASSISTED LEAVE

- a) A Continuing academic staff member may be granted leave of absence without pay for up to two years to take educational training or for personal reasons as may be agreed to in writing by the continuing academic staff members and the Board, subject to the terms of this Section.
- b) On return from an approved leave of absence without pay, an academic staff member will be placed in a comparable position to that held prior to the leave and at a salary based on the grid placement attained at the time the leave of absence commenced. This provision shall not impede the Board's ability to give notice under Section 7, "Termination of a Continuing Academic Staff Member" or Section 8, "Redundancy of a Continuing Academic Staff Member."
- c) An academic staff member may elect to purchase the Unassisted Leave period, according to provisions outlined in the Local Authorities Pension Plan. Where the staff member makes such an election, the College will pay the employer share of pension contribution during periods of the approved leave, to a maximum of 12 months. This 12 month maximum shall be inclusive of any previous unpaid leaves for which employer contributions to the Local Authorities Pension Plan have been made.
- d) During the period of approved leave of absence without pay, an academic staff member may continue participation in the Alberta Health Care Plan through the College, providing the member pays 100% of premium costs, and has prepaid the appropriate funds to the College in advance.
- e) During the period of approved leave of absence without pay, an academic staff member may, subject to the approval of the carrier(s), continue participation in the College Group Life Insurance Plan, Extended Health Care Plan and Dental Plan, providing the member pays 100% of premium costs and has prepaid the appropriate funds to the College in advance. The academic staff member must elect to continue participation in all of these plans, or none of them.
- f) If at any time the academic staff member has not placed sufficient funds with the College to cover current premium costs, the plans will be terminated and reinstatement will not be possible until the member has returned to work.
- g) No other benefits will be available to an academic staff member during an approved leave of absence without pay.
- h) A member on unassisted leave may resign his position with the College by providing a minimum of ninety (90) calendar days notice in writing prior to the end of the unassisted leave.

32 PARENTAL LEAVE

Subject to all the conditions of this agreement, an academic staff member shall be granted parental leave for a maximum of one year under the following conditions:

- a) The academic staff member concerned shall apply for parental leave:
 - i) in the case of the impending birth of the staff member's child, not less than three (3) months before the expected date of confinement, or
 - ii) in the case of an impending adoption of a child by the staff member, forthwith upon the staff member's receipt of notification of approval as a potential adoptive parent.
- b) Parental leave shall be effective from:
 - i) in the case of childbirth, not less than one month prior to the expected date of confinement, or
 - ii) in the case of adoption, the date the member is required to take custody of the child, or
 - iii) a date mutually agreed.
- c) Parental leave shall terminate not earlier than:
 - i) in the case of childbirth, not less than three (3) months after the term of the pregnancy, or
 - ii) in the case of adoption, not less than three (3) months after the commencement of the leave, or
 - iii) a date mutually agreed.
- d) An academic staff member on parental leave shall provide the Board at least three (3) months' notice of intention to return to academic staff duties, however, the Board is under no obligation to accept the return of the academic staff member to academic staff duties except at the beginning of the instructional term next following the date of notice of intention to return.
- e) Parental leave shall be without pay or cumulative sick leave allowances, however, academic staff members may be eligible for benefits in accordance with the Board's Supplementary Unemployment Benefits plan. Parental Leave will not be counted for the granting of increments, however, the term of parental leave shall be considered in calculating seniority for the provisions of Section 8, "Redundancy of Continuing Academic Staff," and Section 30 "Faculty Development and Educational Assistance."
- f) An academic staff member on parental leave who elects to continue coverage of the benefit plans set out in Section 28 of this agreement shall advise the Human Resources office of such an election, and shall pay to the College the full premium costs associated with maintaining such coverage.

33 FACULTY ASSOCIATION RECOGNITION

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

34 PAID SPECIAL LEAVE

A member shall be provided paid special leave in the following circumstances:

- a) Where he is summoned or subpoenaed as a witness or as a defendant to appear in Court in his official capacity as an employee to give evidence or produce College records but any witness fees received by him shall be paid to the Board.
- b) When a member is subpoenaed as a witness in his private capacity he shall be allowed leave with pay for such attendances but any witness fees received by him shall be paid to the Board.
- c) A member shall be provided leave with pay when attending upon a Grievance Committee or Arbitration Board dealing with the terms of the Collective Agreement or alternatively, when attending as representative of the grievor pursuant to the Collective Agreement at such Grievance or Arbitration.

35 BEREAVEMENT

- a) Compassionate Leave will be granted to all academic staff members for a period not to exceed four (4) days, plus necessary travelling time not to exceed one (1) day, in the event of the death of:
 - 1) a spouse
 - 2) a parent, parent-in-law, or grandparent
 - 3) a son, daughter, brother, sister or the husband or wife to any of them.
- b) The academic staff member's administrator together with the Director Human Resources shall determine leave with pay to be allowed in each case, and may, depending on circumstances, authorize leave with pay exceeding that specified above.

36 GENERAL HOLIDAYS

The following holidays will be granted with pay when they fall within weeks of assignable work or of vacation periods:

- | | |
|-----------------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| <u>Alberta Heritage Day</u> | |

37 LATERAL TRANSFERS

Where an Academic Staff member applies for and is granted a transfer from one cluster to another, or to a new cluster, the Academic Staff member seniority in both clusters shall be combined for the purpose of Section 8(c) in the event of subsequent redundancy.

38 EARLY RETIREMENT INCENTIVE

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

39 ENTITLEMENT TO COURSES AT THE COLLEGE

Continuing Academic, probationary and adjunct faculty members who wish to participate in courses offered by the Lethbridge Community College shall be allowed to do so in accordance with the following provisions:

- a) Courses accessible to academic staff members shall include any courses offered through the regular day program or through evening and summer programs. A course designed for and purchased by a specific outside organization will be excluded.
- b) Courses accessible to academic staff members shall include any courses offered through the regular day program or through evening and summer programs, provided that space is available and the course offering would be viable without the presence of the academic staff member(s). A course designed for and purchased by a specific outside organization will be excluded. The inclusion of a staff member under the terms of this agreement will not exceed the stated quota of the course without the course instructor's consent.

- c) Course registration fees shall be waived unless the academic staff member's registration is required to meet the minimum number of registrations for the courses. Registration shall follow normal procedures and is the responsibility of the individual staff member.

40 MEMBERSHIP

- a) The Board shall notify the LCCFA in writing, and provide an opportunity for consultation, prior to developing or changing policies that affect the designation of an individual or group of individuals as academic staff members.
- b) An employee designated as an academic staff member by the Board shall automatically become a member of the LCCFA. The provisions of this agreement shall apply as set out in Section 1 ■ "Application of Agreement."
- c) The Board will notify the LCCFA in writing of such additional academic staff members within fifteen (15) days of appointment.
- d) The finance office will deduct the monthly association dues on behalf of the LCCFA as determined by its membership and remit this amount to the Association's delegate with an accompanying name schedule.

41 TEMPORARY ADMINISTRATIVE APPOINTMENTS

An academic member may by mutual agreement between the academic staff member and the President be appointed by the President to an administrative position on a temporary or acting basis. An academic staff member accepting such an appointment will:

- a) not have membership in the Lethbridge Community College Faculty Association or pay association dues during the course of his/her acting employment.
- b) at the expiration of the acting appointment (normally, after 2 years) be redesignated as an academic staff member with the same entitlements, rights and privileges which would have accrued had the member not been absent.

42 FACULTY PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will issue a cheque to the Lethbridge Community College Faculty Association for the sum of \$26,000 every September.

These funds will be distributed by the Faculty Association on an equitable basis to its members, according to Lethbridge Community College Faculty Association's Professional Development Travel Fund Policy.

Each November, the Lethbridge Community College Faculty Association will send a copy of the detailed distribution of the funds to the Board.

43 DAILY HOURS

Unless voluntarily agreed by the academic staff member, no academic staff shall be assigned a teaching schedule spanning more than nine (9) hours in a day.

44 MODIFICATION OF AGREEMENT

On or before the 1st day of December, 1998 either party may deliver to the other a written notice in writing stating its desire to open specific areas of the Collective Agreement. Only those areas specified in writing shall be considered to be opened for negotiation. Initial proposals shall be exchanged by January 15, 1999. Thereupon the parties shall attempt to negotiate a mutually satisfactory modification of this agreement.

45 COMPULSORY ARBITRATION

- a) In the event that a notice has been sent pursuant to Section 44, "Modification of This Agreement" and no agreement is reached by negotiation prior to the first day of April, 1999, either of the parties may notify the other party in writing of its desire to submit the difference to Arbitration in accordance with the procedures set out in Section 13.
- b) The arbitration board shall hear all evidence and shall have the powers provided by subsection 12 e) and shall issue its decision in writing within one month of completion of the hearing or hearings or within such further time as may be granted by the parties, and the decision shall be final and binding upon the parties and upon any academic staff members affected by it. Upon application of the Board's award, the parties shall forthwith give effect to the award in the form of an executed Collective Agreement. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall govern and shall be deemed to be the award of the arbitration board.
- c) When there is a question concerning implementation or clarification of the award, either party may request from the chairman of the arbitration board a decision and the chairman shall as soon as practical reconvene the arbitration board and it shall, after hearing the parties on the question, render a decision with regard to such clarification or implementation.

- d) After 120 days has elapsed from the date that the Arbitration Board has issued a decision pursuant to subsection 45 b), it shall cease to have power or authority to hear, consider or render any further decision concerning implementation of its award.

ASSENTED TO this ____ day of _____ A.D. 1997

Lethbridge Community College
President, Faculty Association

Lethbridge Community College
Chairman, Board of Governors

Lethbridge Community College
Chairperson, Faculty Negotiations

Lethbridge Community College
President

Lethbridge Community College
Vice-chairman, Faculty Negotiations

Lethbridge Community College
Chairman, Negotiations

Witness

Witness

Date

Date

MEMORANDUM OF UNDERSTANDING “A”

This is to confirm that Lethbridge Community College and the Lethbridge Community College Faculty Association will establish a joint committee to make recommendations concerning the incorporation of new strategies or methodologies regarding the preparation and delivery of non-traditional instruction. Additionally, they will provide recommendations regarding the implementation of prior learning assessment. The committee will consist of three representatives of the Board and three representatives of the Faculty Association.

Lethbridge Community College
President, Faculty Association

Lethbridge Community College
Chairman, Board of Governors

Lethbridge Community College
Chairman, Faculty Negotiations

Lethbridge Community College
President

Lethbridge Community College
Vice-chairman, Faculty Negotiations

Lethbridge Community College
Chairman, Negotiations

Witness

Witness

Date

Date

MEMORANDUM OF UNDERSTANDING "B"

REGARDING:

Linda Hartley
Bill Nykiel
(hereinafter, the "named staff members")

1. Each of the named staff members will continue to be employed as a sessional academic staff member in the Nursing Program until the earliest of the following dates:
 - a) the date the staff member obtains an appropriate Master's degree, or
 - b) June 30, 1998, or
 - c) the date staff member resigns, is dismissed for cause, or is terminated under the redundancy provisions of the Collective Agreement.
2. The College will create two continuing positions in the Nursing Program into which the named staff members will be placed as continuing academic staff, exempt from competition, upon successful completion of the appropriate Master's degree, provided such degree is obtained by the named staff member on or before June 30, 1998, and provided the named staff member has not resigned, been dismissed for cause, or terminated under the redundancy provisions of the Collective Agreement, in the interim.
3. Until June 30, 1998, the named staff members shall be eligible for assisted leave under the provisions of Section 30, subsections (a) and (c).
4. The Professional Standards Committee shall, subject to the schedule and staffing requirements of the Nursing Program, give the named staff members priority over applicants from the continuing academic staff in dispensing funds or recommending assistance under Section 30, subsections (a) and/or (c), in each year during the period from September 1, 1993 to June 30, 1998.
5. A named staff member who does not complete a Master's degree as set out in 1(a) above by June 30, 1998 shall be terminated as a sessional employee under this Memorandum, but may be offered other employment consistent with the terms of the Collective Agreement.

Lethbridge Community College
President, Faculty Association

Lethbridge Community College
Chairman, Board of Governors

Lethbridge Community College
Chairman, Faculty Negotiations

Lethbridge Community College
President

Lethbridge Community College
Vice-Chairman, Faculty Negotiations

Lethbridge Community College
Chairman, Negotiations

Witness

Witness

Date

Date

APPENDIX "A"

INSTRUCTIONAL CERTIFICATE PROGRAM

The **INSTRUCTIONAL CERTIFICATE PROGRAM** consists of **SIX** courses - **FOUR** core courses which are required of all participants and **TWO** elective courses to be selected from the list of six which are outlined.

CORE COURSES - FOUR are required

**ICP-1 PRINCIPLES OF CURRICULUM DEVELOPMENT 40-50 HOURS
AND OBJECTIVE-BASED EDUCATION**

Distinguishes between elements in the cognitive, affective and psychomotor domains, and identifies the characteristics of behavioral objectives and applies them to specific teaching areas relative to curriculum development. Describes evaluation of the curriculum with regard to formative and summative evaluation. Identifies differences and similarities between traditional classroom education and other curricular activities such as laboratory, shop field and off-campus learning experiences. Explains program policies established by the Alberta Department of Advanced Education and Manpower.

**ICP-2 LEARNING THEORY AND INSTRUCTIONAL 40-50 HOURS
TECHNIQUES**

Teaches the development, preparation and implementation of lesson plans for a specified number of course topics, such as specific objectives, mode of attack, materials and time requirements, demonstration problems, key questions, evaluation techniques. Familiarizes participants with the kinds and source of resource materials that may be employed in the classroom, and develops home study materials for specific lesson plans. Teaches the planning implementation and evaluation of common instructional techniques, and develops an awareness of the different theories of how students learn.

ICP-3 MEASUREMENTS AND EVALUATION 40-50 HOURS

Evaluation of student achievement, the use of effectively stated objectives, data gathering, summation and interpretation of test results to improve teaching will be covered. A review of the evaluation process as it relates to costs, to changes in learners performance and to student productivity will be covered. The program evaluating model currently in use in the College will be covered.

ICP-4 ANALYSIS OF TEACHING 60-70 HOURS

Each class member will arrange to have one regular class presentation videotaped. The class will then review the videotape dealing with such matters as "rapport with students," "clarity and organization of presentation," "effective use of learning aids," "effective use of class time," "involvement with students." The purpose is to provide opportunity for self-improvement and constructive criticism of classroom presentations. Other ways of evaluating should be examined. The Flanders method of analyzing should be used. Class discussions on the characteristics of effective instruction and techniques and instruments of evaluation will be used. A second series of video-taping and analyses would be used to reinforce corrections made in the original series.

ELECTIVE COURSES - any TWO selected from the list below

ICP-5 PREPARATION AND EVALUATION OF 40 HOURS
AUDIO-VISUAL MATERIALS

The study of skills necessary to design and produce appropriate instructional materials for college classes will be covered. The preparation, evaluation and use of audio-visual support materials which may be used in teaching will be covered. The preparation of overhead transparencies, slide-sound packages, video and audio taped materials will be included. A study of selection of appropriate materials for use in augmenting instructional presentations to College classes.

ICP-6 THE PSYCHOLOGY OF LEARNING AND 40 HOURS
LEARNING DISABILITIES

A study of the psychology of learning which will cover effective preparation and presentation of instructional materials. A study of the types of learning disabilities which are encountered in the classroom, methods which are used to identify the various disabilities and remedial methods which may be used to help overcome these disabilities.

ICP-7 INSTRUCTION OF ADULTS 40 HOURS

The study of planning instructional activities for adults with special emphasis on the selection of appropriate educational techniques for adult learners. The development of instructional goals which are congruent to programming for adults. The application of adult learning theory in the classroom or in on-the-job situations.

ICP-8 NEW INSTRUCTIONAL TECHNOLOGY 40 HOURS

A study of modern techniques in instructional technology which may be used in the classroom. The development and use of CML (Computer Managed Learning) and CAI (Computer Assisted Instruction) will be a major component of this course. An introduction to distance education through educational TV, Teleconferencing and the satellite will be covered.

ICP-9 COMMUNITY COLLEGE IN CONTEMPORARY CANADA 40 HOURS

An overview of the community colleges in Canada with attention to the unique program selection and teaching requirements. Attention will be given to the distinctive role of the Community College - its mission **and** educational goal. Description of General Education, Technical Education, Adult Education, Community Education and Career Education will be reviewed. The administrative organization of a public community college in Alberta will be considered. An analysis of some of the major problems faced by colleges will **be** reviewed.

ICP-10 INTRODUCTION TO COMPUTER EDUCATION

An introduction to the use of microcomputers in education with particular reference to Community College programming and including computer terminology and functions. This is a laboratory intensive course in which participants will demonstrate a proficiency in using the operating system of a microcomputer in their own particular discipline. A variety of educational software will be demonstrated including word processing, spread sheet electronics, file management, graphics and the use of a grades book or records keeping program.

NOTES

1. ICP 9

The Community College in Contemporary Canada, may be offered in the Seminar format to accommodate the available resource persons.

2. Credit Hours

Although the number of class hours offered in each of the elements of the **INSTRUCTIONAL CERTIFICATE PROGRAM** may vary, the number of credit hours awarded for the satisfactory completion of each course is **40 CREDIT HOURS**.

ENROLLMENT AND EXEMPTION CRITERIA

Enrollment Procedure

All academic staff members who are obligated to complete the Instructional Certificate Program and all academic staff members who choose to participate in the program must present their credentials to the Faculty Professional Development Coordinating Committee for evaluation and advanced credit determination.

New employees will be given one semester before they are expected to present their credentials and meet with the Faculty Professional Development Coordinating Committee to finalize their obligation under the program. A new employee wishing to enroll in a course before the Faculty Professional Development Coordinating Committee has determined whether credit will be granted should consult with the **Vice President Curriculum and Instruction**.

Exemption Criteria

1. Those university courses that appear from title, description and requirements to be similar (but not identical) to our own.
2. Those university courses which have no commonalities with any of those in our instructional Certificate Program, but which appear to be valid alternates.
3. Work experience which appears to parallel the intended outcome of any of the courses in the Instructional Certificate Program. This, of course, would require a detailed substantiation by a persons previous superior.
4. Work experiences which would appear to parallel the objectives of courses which would be accepted as valid alternates had they been taken as university courses.

The Instructional Certificate Program is designed as "teacher" training. The criteria outlined should be viewed in this light. A course in Canadian History or Advanced Electronics may be appropriate in view of the subject matter being taught, but would not be viewed as possible alternates to the requirements of a "teacher" training program.

APPENDIX B

LETHBRIDGE COMMUNITY COLLEGE - PROGRAM CLUSTER

With reference to Section 1 (h), Definitions, this list indicates the "Program Cluster" to which an academic staff member is assigned, for purposes of redundancy considerations. Each numerical section is a program for this purpose.

1. Academic Studies
Adult Basic Education
College and University Preparatory
General Studies
Learning Assessment
2. Business Administration
Computer Information Technology
Information Specialist (Secretarial)
Recreation/Community Services
3. Communication Arts
Multi Media Production
4. Agricultural Technology
Irrigation Technology
Agricultural Financial Management
5. Environmental Science
Conservation Enforcement
6. Criminal Justice
7. Nursing
8. Early Childhood Education
Rehabilitation Services
Child and Youth Care
Life Skills Programming
Therapeutic Recreation
9. Civil Engineering Technology
Engineering Design and Drafting
Manufacturing Processing
10. Professional Cooking
Commercial Cooking

Apprentice Cook
Meat Cutting & Merchandising

11. Counselling
12. Electronics Technician
Electronics Engineering Technology
13. Automotive Service Technician Apprenticeship
Heavy Equipment Technician Apprenticeship
Agricultural/Heavy Duty Mechanics
Automotive Service Technology
14. Welding
Welding Apprenticeship
15. Electrical Apprenticeship
16. Carpentry
Carpentry Apprenticeship

APPENDIX "C"

DENTAL PLAN

1. The Employer agrees to maintain a Dental Plan through a policy in the name of the Board, with a private Insurance Company to provide coverage for all applicable eligible Employees covered by this Agreement and their eligible dependents.
2. The Plan shall not cover the cost of any dental services provided prior to the effective date of this Agreement, or prior to the date an Employee and the Employees dependents, if any, became eligible for coverage.
3. **All** eligible Employees shall be covered in accordance with the following schedule:
 - a) An Employee shall receive eighty (80) percent of the cost of the Basic Dental Services, fifty (50) percent of the cost of Major Dental Services up to a maximum benefit payable under the Plan of one thousand (1000) dollars per covered person per year and fifty (50) percent of the cost of Orthodontic Dental Services up to a lifetime maximum benefit payable under the Plan of two thousand (2000) dollars per covered person.
4. The Plan will provide coverage for the following Basic Dental Services:
 - a) The following services will be eligible for payment once every six (6) months:
 - i) Oral examinations
 - ii) Bite-wing x-rays
 - iii) Prophylaxis (cleaning and scaling of teeth) and topical application of an anti-carcinogenic agent.
 - b) Full mouth series of x-rays, once every twenty-four (24) months.
 - c) Extractions and simple alveolectomy (incision into tooth socket) at time of tooth extraction.
 - d) Surgical extraction of impacted teeth.
 - e) Surgical removal of tumors, cysts, neoplasms, plus the incision and drainage of an abscess.
 - f) Amalgam, silicate, acrylic and composite fillings.
 - g) Provision of space maintainers for missing primary teeth, and provision of habit breaking appliances.
 - h) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.

- i) General anaesthetic required in relation to dental surgery.
 - j) Relining, rebasing or repairing of an existing fixed bridge, removable partial or complete denture.
 - k) Endodontic Treatment (i.e., the treatment of diseases of the dental pulp including root canal therapy).
 - l) Periodontic Treatment (i.e., the treatment of the tissues and bones supporting the teeth including surgery, provisional splinting, and occlusal equilibration).
5. The Plan will provide coverage for the following Major Dental Services:
- a) Inlays and onlays.
 - b) Crowns, including gold and porcelain veneer restorations where other material is not suitable.
 - c) The creation of an initial fixed bridge, removable partial or complete denture.
 - d) The replacement of an existing fixed bridge, removable partial or complete denture only under the circumstances set out below:
 - 1. If necessitated by the extraction of additional natural teeth while insured under this policy.
 - 2. If the existing bridge or denture is at least five (5) years old and cannot be made serviceable.
 - 3. If the existing bridge or denture is temporary and is replaced with a permanent bridge or denture and takes place within twelve (12) months of when the temporary bridge or denture was installed.
 - e) Injection of antibiotic drugs when prescribed by a Dentist.
 - f) Services of a licensed Denturist when practising within the scope of his license.
 - g) Other necessary oral surgical procedures not specifically listed under Basic Services Clause.
6. Orthodontic Dental Services covered under the Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of Orthodontic procedures.
7. Eligible treatments and services shall be reimbursed on the basis of the current Alberta Dental Association Fee Schedule.

APPENDIX "D"

CHAIRPERSON APPOINTMENT LIST as of July 1, 1997

- Academic Support (Assessment/Learning Centre)
- College and University Preparatory
- Agricultural Development
- Business and Office Administration
- Child and Youth Care
- Civil/Drafting
- Communication Arts
- Construction Trades
- Correctional Centre
- Counselling
- Criminal Justice
- Electronics
- Environmental Science
- Mechanics
- Nursing
- General Studies
- Human Services
- Community Services and Therapeutic Recreation

As program requirements change, Chair positions will be created or deleted. Lethbridge Community College Faculty Association will be notified of such changes.

APPENDIX "E"

5.3.1.5 Guidelines for Evaluation of Training and Experience - Official Policy 5019

(A) Experience

Vertical salary placement above Step 7 will not normally be acceptable. Under special circumstances, the Selection and Evaluation Committee may recommend placement in excess of Step 7.

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

- Relevance and level of previous work experience.
- Length of professional experience where progression has occurred.
- Present salary level and employment market considerations.

(B) Training

- | <u>Years of Training</u> | <u>Qualifications Required</u> |
|------------------------------|--|
| a) A - # Less than two years | Alberta Journeyman, Certificate based on a period of apprenticeship of three or more years.

One year of College or Technical training. Industrial or Technical course of a non-credit nature which provides an adequate background to assume an instructional position.

One year of University training. |

- B - # Two years
- Two year College and Technical Diploma or equivalent training.
- Two years of University training.
- An evaluation to a maximum of two years may be given to holders of two or more Journeyman Certificate(s), provided the subsequent certificates is normally obtained by a minimum of 480 additional hours of instruction. An R.R. Diploma without regard to route of training.
- C - # Three years
- A three year University degree or three years of University training,.
- A three year College or Technical Diploma or equivalent training.
- D - # Four years
- A four year degree or its equivalent.
- E - # Five years
- A four year degree or its equivalent plus one additional year of relevant University studies or its equivalent.
- Five years of training, which may be a combination of the types of training described in the preceding categories, however, two years of which must be from a recognized University.
- The Internal Training outline under Clause 9.0 of the Collective Agreement will be recognized as University.
- F - # Six years
- An earned Masters degree from a recognized University or a four year undergraduate degree plus two years of graduate study from a recognized University or two undergraduate degrees plus one year of graduate study from a recognized University.
- G - # Earned Doctorate from a recognized University.

b) General Criteria

- 1) Training to be recognized must be deemed to be in a discipline related to the staff member's duties.

- 2) Where an instructor presents more than one program of preparation for Evaluation and the content of one overlaps the content of another, as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.
 - 3) Accreditation by Canadian Professional Associations may be accepted an equivalent to a specified level of training. The Selection and Evaluation Committee will make rulings on equivalency issues and will consider membership in Professional Associations outside Canada where there is no similar Canadian Association.
- c) Evaluation of Training obtained from an established and recognized training institution is based on the following:
- 1) One Year Graduate Study - 4 full courses per year
 24 semester hours per year
 36 quarter hours per year
 - 2) One Year Undergraduate Study - 5 full courses per year
 30 semester hours per year
 45 quarter hours per year
 - 3) One Full Academic Year at a recognized University or one Fall Academic Year at a recognized College or Technical institute = 1 year of training
 - 4) One year of study = 400 classroom contact hours
- where 1 hour in a
 University course = 1 classroom contact hour
- where 2 hours in a
 College or Technical
 Institute program
 including formal
 Apprenticeship Training
 or Police Training = 1 classroom contact hour

d) Short Courses

COURSES MEETING CRITERIA BELOW WILL BE CONSIDERED

- 1) Short courses can be accumulated for salary purposes to a maximum of one year (i.e. courses which are not part of a recognized degree, diploma or certificate program).
- 2) Short courses may not be accumulated or credited for salary purposes after category (D) has been reached, On initial appointment, University, College and similar course work will be credited first, and short courses will then be considered, if the placement is below Category (D).
- 3) Short courses of at least 3 full instructional days or 21 instructional hours will be considered for salary purposes, but not necessarily accepted.
- 4) Any short courses to be accepted for evaluation must have supporting documentation, i.e., transcript, completion certificate, attendance statement, hours, etc.
- 5) Short courses to be considered must have been offered by an "acceptable" educational, teaching, trade, or professional organization
- 6) Short course must be directly related to the nature of the individual's instructional role, and the content must be currently applicable and up-to-date. Short courses taken more than 5 years prior, will not qualify.
- 7) Short courses successfully completed under the LCC instructional Training Program will be-evaluated for salary purposes on the same basis as University courses.
- 8) Only short courses which are at an advanced level relative to previous training and which provide the instructor with knowledge or skills which represent training progression will be considered. Short courses such as refreshers, updating or replacement of knowledge which has become obsolete will not be considered.

May 9, 1984
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APPENDIX "F"

FACULTY DEVELOPMENT AND EDUCATIONAL ASSISTANCE GUIDELINES FOR ASSISTED LEAVE

Categories A and B - Approved October 1989*

Categories C - Approved January 11, 1993*

Category D - Approved December 5, 1995

* Application deadlines have been updated to reflect terms of the Collective Agreement July 1, 1994 to June 30, 1997.

The following guidelines have been produced by the Professional Standards Committee to assist those applying for assisted leave in any of the three categories both to add support to the presentation by the applicant and to assist in better decision making by the committee.

(A) Educational Leave

- 1) A letter should be sent to the Chairperson of the Professional Standards Committee, in care of the **Secretary to the Professional Standards Committee** before February 1 for leave in the following year. It should contain as much supporting documentation as possible.
- 2) The following supporting documentation is recommended:
 - a) Documentation from the applicant indicating:
 - A full description of studies to be undertaken.
 - The value to the applicant and to the College of the education proposed and degree of need.
 - Previous leaves, assisted or otherwise, by the applicant.
 - Previous contributions of the applicant to the College other than normal instructional expectations. This should include professional development activities.
 - The probability of successful completion by the applicant.
 - A statement of current salary.
 - Studies to date leading into the studies on leave and studies to be completed afterward.
 - Documentation from the educational institution or an indication of when the documentation will be available.

- b) A memo from the **appropriate Vice-president** commenting on the above documentation and giving a positive or negative recommendation. A copy of 2(a) to the **appropriate Vice-president** should request the memo to be submitted.
- 3) The applicant should be prepared to appear before the committee to support the request and to answer questions.

(B) Experience Leave

- I) A letter should be sent to the Chairperson of the Professional Standards Committee, in care of the **Secretary to the Professional Standards Committee** in accordance with the following schedule:
 - a) For leave to commence in the Fall term, applications must be received no later than May 15 preceding.
 - b) For leave to commence in the Winter term, applications must be received no later than September 15 preceding.
 - c) For leave to commence in the Spring/Summer term, applications must be received no later than January 15 preceding.

The application should contain as much supporting documentation as possible.

- 2) The following supporting documentation is recommended:
 - a) Documentation from the applicant indicating:
 - A full description of the experience proposed.
 - The value to the applicant and to the College of the experience leave and the degree of need. This should include a clear statement of the professional development to be gained by the applicant.
 - Previous leaves, assisted or otherwise, of the applicant.
 - Previous contributions of the applicant to the College other than normal instructional expectations. This should include professional development activities.
 - A statement of the ease or difficulty in finding a replacement for the applicant.
 - A statement of current salary.

- Activities to date that would lead into the experience leave and activities that will supplement the experience leave in the future.
 - A letter from the organization providing the experience indicating the terms of the agreement and the funds to be made available. (If the funds are less than 80% of the salary, the applicant should supply a rationale for the lower response. This may be the case when the College seriously requires some expertise which is not available through any other route. The terms of the agreement should include the period of time of the experience and any leave or supplementary benefits to be included.
- b) A memo from the **appropriate Vice-president** commenting on the above documentation and giving a positive or negative recommendation. A copy of 2 (a) to the **appropriate Vice-president** should request the memo be submitted.
- 3) The College, if it sees fit, may negotiate other terms or salary with the organization providing the experience.
- 4) The applicant should be prepared to appear before the committee to support the request and to answer questions.

(C) General Guidelines - Parts 1, 2, 3 and 4

- 1) Application Dates:
- a) For leave to commence in the Fall term, applications must be received no later than May 15 preceding.
 - b) For leave to commence in the Winter term, applications must be received no later than September 15 preceding.
 - c) For leave to commence in the Spring/Summer term, applications must be received no later than January 15 preceding.

Funding in this Category may be divided and disbursed according to three terms: Fall (September - December); Winter (January - April); Spring/Summer (May - August).

- 2) Academic staff with three full years of service are eligible to apply for funding under this Category.
- 3) A final report of the educational program/project/activity will be required. Guidelines for such a report are available from the **Secretary to the Professional Standards Committee**.

- 4) Any educational program cost totalling in excess of \$5,000 requires Board approval.

Category C covers four areas of faculty development and educational assistance: short-term educational programs, special projects, ongoing and distance educational programs, and FPDCC workshops. Specific guidelines for each area are as follows:

Category C - Part One - Short-term Educational Programs

Short-term is defined as one academic term (LCC has three academic terms: September to December, January to April, and May to August). An individual may apply for a maximum of two terms.

General guidelines^{1, 2, 3} and 4 apply.

A maximum of 50% of course tuition and book costs can be covered by short-term educational programs.

An individual receiving funding under Category C - Part 1 would be expected to provide a minimum of service to LCC of one academic term upon completion of his/her program.

An individual who wishes to apply for funding in Category A within a year or who has in the past year used funding from Category A can access a maximum of \$500 from Category C without jeopardizing sabbatical chances or without any additional qualifying period of time.

Category C - Part Two - Special Projects

Projects in this category are subject to general guidelines 1, 2, 3, and 4. Each project will be considered individually.

An individual receiving funding under Category C - Part 2 would be expected to provide a minimum of service to LCC of one academic term upon completion of his/her program.

Category C - Part Three - Ongoing and Distance Educational Programs

For ongoing or distance educational programs leading to additional qualifications, a maximum of 80% of tuition and book costs will be funded. The same formula for funding will be used as in the schedule for years of service in Category A, as follows:

Three years of service	25% of eligible costs
Four years of service	45% of eligible costs
Five years of service	65% of eligible costs
Six years of service	80% of eligible costs

Additional monies may be available for travel and supplies. Any travel monies paid will be per College policy. Applications will be assessed as per criteria.

Educational programs in this area are subject to general guidelines 1, 2, 3, and 4.

Application dates in Guideline 1 apply for initial applications only. For ongoing programs, applicants must apply annually for a maximum of three years.

Individuals receiving funding under Category C - Part 3 would be expected to provide two years of service to LCC upon completion of their educational program.

Category C - Part Four - Faculty Professional Development Coordinating Committee Workshops

Up to 25% of funding received in Category C can be reserved for specific workshops. Proposals for these workshops will be judged on the justification of need, the number of faculty to be served, the entrepreneurial nature both from the FPDCC and from external participation. Requests for funding may be submitted at any time of the year.

Guideline 4 applies.

Category D - Guidelines

Eligibility:

All hourly instructors designated into the Faculty Association and currently employed at Lethbridge Community College. The minimum amount of experience an instructor requires before receiving any Category D money is 25 credits of College teaching. At this point the instructor is eligible for \$10 per credit hour taught (\$250) up to a maximum of 100 credits or \$1,000 over the three year period of the Collective Agreement. The instructor must have been employed by the College for two years (not necessarily continuous) and meet the minimum hourly requirement before applying for Category D funds. Individuals do not have to requalify (2 year employment) before applying for more funds, but no individual can receive more than \$1,000 total during the 3 year period July 1, 1994 - June 30, 1997.

Procedure:

Applicants will complete a form indicating the professional development activity, their eligibility, and support from their **Vice-president** or Chair relating to the relevance of this activity to their teaching and departmental needs.

Activity:

Eligible activities may include post-secondary course tuition, books for post-secondary courses; conference/workshop registration; travel, accommodation

Reporting:

Appropriate to type or activity, i.e., transcripts where appropriate. Oral report on conference to department level.

Future Service Expectation:

None

Effective Date:

July 1, 1994

Application Dates:

September 15, November 15, January 15, March 15, May 15. The application must be submitted to the Chair of the Professional Standards Committee prior to the activity.

CATEGORY D - PROFESSIONAL DEVELOPMENT APPLICATION
 (Section 30 LCCFA/LCC Board of Governors Collective Agreement)
 (Only hourly instructors are eligible for funding from this Category.)

Date of Application:
Name of Applicant:
Program(s):
Number of hours currently (this term) being taught:
Number of credits taught previously:
I started teaching for LCC in Year Month Day
I am applying for Category D funds for the following reason(s). (Post-secondary Course Tuition/Books, Conference/Workshop Fees - please include details such as <u>which</u> course, <u>where</u> offered, and <u>when</u> .)
Total amount requested from Professional Standards Committee:
Will you be using funds from other sources (LCCFA, personal)? Specify.
Chair's (Program Administrator's) Comments: (Signature verifies hours taught)
Vice-president's Comments:
Vice-president's Signature:
How would granting you these funds benefit LCC:
How would granting you these funds benefit you:
Applicant's Signature:
NOTE: The applicant is responsible for completing this form and submitting it to the office of the Secretary to the Professional Standards Committee.
Committee Decision:
Date: