

COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS

and

THE FACULTY ASSOCIATION

LETHBRIDGE COMMUNITY COLLEGE

July 1, 2001 - June 30, 2004

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DEFINITIONS

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

1. A word used in the masculine gender applies also in the feminine;
- 1.2 "Academic staff member," "Staff member," "Member" or "counsellor" is an employee of the Board who has been designated as such as an Academic staff member, and includes the following:
 - 1.2.1 "Continuing Academic Staff Member" is a full time Staff member in a continuing position and who has completed the probationary period;
 - 1.2.2 "Adjunct Staff Member" is a part-time Academic staff member, in a continuing position, who works a fifty (50) to one hundred (100) percentage of a full-time instructional load, and who has an academic year of up to 38 weeks and for which there is an established position; and who has completed the probationary period.
 - 1.2.3 "Probationary Staff Member" is a full time or part time Staff member in a continuing position that has not completed probation;
 - 1.2.4 "Sessional Staff Member" is a full-time or part time Staff member for a specified term.
 - 1.2.5 "Hourly Staff Member" is a part-time Staff member, in a non-continuing position paid on an hourly basis, and who works fifty percent (50%) or less, of a full-time instructional load.
- 1.3 "Administrator" for each academic program shall mean one of:
 - i) appropriate Vice-President, or
 - ii) Dean or Team Leader, or
 - iii) another academic person (not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association.
- 1.4 "Board" shall mean the Board of Governors of Lethbridge Community College;
- 1.5 "Collective Agreement" shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Section 21 of this Agreement;

- 1.6 "College" shall mean the Lethbridge Community College and, where the context requires, the Board of Governors of the Lethbridge Community College;
- 1.7 "Faculty Association" or "LCCFA" shall mean the Academic staff association as established or continued under Section 21.2 (1) of the Colleges Act;
- 1.8 "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 |
- 1.9 "Program cluster" shall mean the academic unit which the Academic staff member is assigned as listed in Appendix "A" or as amended from time to time by mutual agreement of the parties;
- 1.10 "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 16, "General Holidays";

2.0 TERM AND GENERAL CONDITIONS

- 2.1 This Agreement shall remain in force for a period of three years, from July 1, 2001 to June 30, 2004, 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.
- 2.2 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.
- 2.3 This Agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 2.4 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.
- 2.5 The headings are to be included as part of the Agreement.

2.6 DISCLOSURE OF PERSONAL INFORMATION (F.O.I.P.P.)

2.6.1 Access to information subject to the Freedom of Information and Protection of Privacy Act, the President of The College agrees to allow electronic or hard-copy access to only the personal information of Academic staff members contained in the college's management information system that is necessary for the purposes of carrying out the functions of The LCCFA. The information provided to the LCCFA by the College will consist of the following information regarding each Academic staff member.

- 2.6.1.1 First and last name
- 2.6.1.2 Mailing address
- 2.6.1.3 Classification
- 2.6.1.4 Centre or program to which Staff member is assigned.
- 2.6.1.5 Salary grid placement
- 2.6.1.6 Employment start and stop dates
- 2.6.1.7 Home telephone number

2.6.2 The above information will be provided on an annual basis by the College to the LCCFA during the month of July. Changes to personal information and information regarding new hires, reassignment, changes in workloads and terminations will be provided to the LCCFA within 10 working days after the first calendar day of each month.

2.6.3 The College shall provide to the LCCFA a copy of all letters of appointment for each faculty member and this information will be sent to the LCCFA at the same time it is issued to the Academic staff member.

2.6.4 The LCCFA will use the information obtained from the College only for the following purposes:

- 2.6.4.1 Managing and administering the Association's programs and activities.
- 2.6.4.2 Sharing aggregated personal information with ACIFA.

2.6.5 Protection of Personal Information

- 2.6.5.1 Disclosure of personal information obtained from the College will only take place when individual consent has been obtained in writing.
- 2.6.5.2 The LCCFA will protect personal information from unauthorized access, use, or disclosure by the staff, agents or contractors under the direct control of The LCCFA.

- 2.6.5.3 The LCCFA will maintain personal information obtained through this section in a secure manner.
- 2.6.5.4 The LCCFA will furnish the College President promptly with full details of any unauthorized access, use or disclosure of the personal information to the extent known, and take all reasonable care to prevent a recurrence.
- 2.6.5.5 Prior to disposal of any media containing personal information, The LCCFA will ensure that such information contained thereon has been erased or destroyed and that a record of all disposal is kept.

2.6.6 Security of Access

Access to the personal information obtained through this section will be provided where possible through electronic means using equipment and systems approved by the College President. The College President reserves the right to update, change or modify any technology that is used for the recording, storage and transmission of personal information, so long as this change is compatible with technology available at the LCCFA.

3.0 FACULTY ASSOCIATION MEMBERSHIP AND RECOGNITION

- 3.1 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.
- 3.2 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 7.0 "Application of Agreement."
- 3.3 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.
- 3.4 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 LCCFA's delegate with an accompanying name schedule.

3.5 TIME OFF FOR ASSOCIATION BUSINESS

3.5.1 Subject to 3.5.3, the College 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:

3.5.1.1 member or chair of the Faculty Association negotiating team;

3.5.1.2 such other roles as may be mutually agreed.

3.5.2 For time off under this subsection for the President of the Association, the corresponding portion of that Staff member's salary shall be charged to and paid by the Association, the College and the Staff member's centre in equal shares. For time off under this subsection for all others, the Association shall reimburse the College 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.

3.5.3 Such time off will be approved and scheduling accommodations will be made provided that the Staff member has consulted in advance with the Staff member's Team Leader, and that instructional activities not be unduly disrupted. Any single Staff member may be limited to half ($\frac{1}{2}$) release time in any academic year.

3.5.4 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 3.5.

4.0 SELECTION AND EVALUATION COMMITTEE

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

4.1.1 The administrator responsible for the proposed Academic staff member being employed or an alternate administrator designated by the administrator responsible.

4.1.2 The Director Human Resources or his designee.

4.1.3 The Program Leader 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).

- 4.1.4 An Academic staff member with appointment to the program in which the proposed Academic staff member will be employed, as named by the administrator.
- 4.1.5 Another administrator (or their designee) will have the option of joining any selection and evaluation committee dealing with positions under his range of authority.
- 4.1.6 The College may add to any selection and evaluation committee a member of the relevant Industry or Advisory Committee, and/or a student representative.
- 4.2 Academic staff members appointed to a Selection and Evaluation Committee, will normally be Continuing academic staff or Adjunct academic staff members.
- 4.3 For the selection and evaluation of Sessional and Hourly staff members, the Committee will be composed of persons appointed under subsections 4.1.1, 4.1.2, and 4.1.3 only, "Selection and Evaluation Committee."

5.0 INITIAL AND CONTINUING APPOINTMENT OF ACADEMIC STAFF MEMBERS

- 5.1 Initial appointment will be made on the recommendation of the Selection and Evaluation Committee and approved by the President.
 - 5.1.1 The Committee shall interview, select and recommend the candidate who is best qualified for the position or may recommend that none of the candidates are qualified or suitable for the position.
 - 5.1.2 The Committee shall recommend the credits to be allowed for academic qualifications and experience and the placement of the applicant on the salary grid.
 - 5.1.3 The Committee may also review other prior service of the applicant and may recommend a reduction of the probationary period.
 - 5.1.4 The President, at his discretion, may ask an applicant to undergo a medical examination before employment at the expense of the College.
- 5.2 The Director Human Resources shall provide each successful applicant with a copy of the current Collective Agreement by including it with the offer of employment. The offer of employment will direct the successful applicant's attention to the section of the Collective Agreement that describes the evaluation of training and experience.
- 5.3 The Selection and Evaluation Committee will be reconvened if the Academic staff member requests a review of the salary grid placement.

- 5.3.1 The Academic staff member must submit a written request for a review within three (3) months from the Academic staff member's first day of assignable work, in default of which the salary placement is not reviewable.
- 5.3.2 As a result of this review, the Selection and Evaluation Committee may recommend a salary grid adjustment to the President.
- 5.3.3 The Selection and Evaluation Committee recommendation to the President shall not be subject to grievance under Section 8.0 "Grievance Procedure".
- 5.4 Subject to Clause 5.1, Initial Appointment shall be for a probationary period of two years from date of employment in a continuing position.
- 5.5 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.
- 5.6 All Continuing academic and Adjunct staff appointed subsequent to June 30, 1981 shall be subject to the requirements outlined under Section 17.11, "Instructional Certificate Program," of this Agreement.
- 5.7 Where an Academic staff member is appointed to a continuing position, the full time equivalency of his prior service shall be recognized as service in the continuing position for the purposes of this Section, for Section 6.3, "Redundancy of a Continuing Academic Staff Member", and for Section 17.0, Faculty Development and Educational Assistance.
- 5.8 An Academic staff member who has not been given or received notice under Section 6, "Termination, Redundancy or Discipline" will be granted continuing appointment on the completion of the probationary period.

5.9 SALARY GRID CATEGORY DEFINITIONS

5.9.1 Academic staff category definitions (non Trades).

- 5.9.1.1 Category A: All Academic staff members with less than two years training.
- 5.9.1.2 Category B: All Academic staff members with two years training.
- 5.9.1.3 Category C: All Academic staff members with three years training.

- 5.9.1.4 Category D: All Academic staff members with four years training.
- 5.9.1.5 Category E: All Academic staff members with five years training, two of which must be from a recognized university. The courses offered under Section 17.11 "Instructional Certificate Program" will be recognized as university training for the purpose of this category definition.
- 5.9.1.6 Category 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.
- 5.9.1.7 Category G: An earned Doctorate degree from a recognized university.
- 5.9.2 Category definitions for Academic staff instructing in Trades programs having a base workload of 649 hours.
 - 5.9.2.1 Category A: All Academic staff members with less than two years training.
 - 5.9.2.2 Category B: All Academic staff members with a Journeyman certificate.
 - 5.9.2.3 Category C: All Academic staff members with a Journeyman certificate and one additional year of training.
 - 5.9.2.4 Category D: All Academic staff members with a Journeyman certificate and two additional years of training.
 - 5.9.2.5 Category E: All Academic staff members with a Journeyman certificate and three additional years of training.
 - 5.9.2.6 Category F: All Academic staff members with a Journeyman certificate and four additional years of training or who have an earned Masters degree.
 - 5.9.2.7 Category G: An earned Doctorate degree from a recognized university.
 - 5.9.2.8 Each additional Journeyman certificate will equal one year of training.

5.9.3 The courses offered under the “Instructional Certificate Program” will be recognized as university training.

5.10 Experience and training will be assessed in accordance with subsection 5.9 Salary Grid Definition and with Board policy. (For ease of reference, the Board policy is attached as Appendix B).

5.11 SALARY BEYOND NORMAL PLACEMENT

5.11.1 The College 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 College 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:

5.11.1.1 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.

5.11.1.2 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 College.

5.12 ONGOING AND FUTURE DETERMINATION OF ADJUNCT STATUS - The following guidelines will be used to determine when it is appropriate to convert an Adjunct position to a Continuing academic staff position.

5.12.1 Each Centre will review their current Adjunct staff members roles based upon the following criteria:

5.12.1.1 The subject area is core to their curriculum needs.

5.12.1.2 The curriculum cluster of courses or subjects matter is appropriate assignment for an individual.

5.12.1.3 The curriculum cluster or courses is not predicated on one individual's skill set.

5.12.1.4 The individual meets the educational and/or the experiential requirements.

5.12.1.5 There has been a full instructional workload on the above basis for at least three (3) years.

- 5.12.1.6 There is a reasonable belief that there will be an ongoing full instructional workload for the foreseeable future.
- 5.12.1.7 There is a reasonable belief that there are neither funding nor curriculum changes in the foreseeable future that would adversely affect the position.
- 5.12.1.8 The Centre's plan for its staffing model includes a role for Continuing academic staff members.

5.12.2 Each Centre will submit their recommendations for conversion of any Adjunct to Continuing academic positions with their annual budget.

6.0 TERMINATION , REDUNDANCY, AND DISCIPLINE OF ACADEMIC STAFF MEMBERS

6.1 TERMINATION OF PROBATIONARY, SESSIONAL OR HOURLY STAFF MEMBERS

These categories of Academic staff members covered by this may terminate employment by:

- 6.1.1 mutual agreement in writing between the Academic staff member and the Board, or
- 6.1.2 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.
- 6.1.3 the Board may terminate the Academic staff member covered by Section 6.1 at any time after serving notice to the Academic staff member and Faculty Association. An Academic staff member covered by Section 6.1 may be relieved of some or all of his duties prior to the Board serving notice of termination.
- 6.1.4 a decision of the Board to terminate an Academic staff member covered in Section 6.1 is inarbitrable.

6.2 TERMINATION OF A CONTINUING OR ADJUNCT ACADEMIC STAFF MEMBER

The employment of a Continuing or Adjunct staff member shall continue in force until terminated by one of the following events:

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 the mutual agreement of the Academic staff member and the Board, or the provisions outlined under Section 6.3, "Redundancy of a Continuing Academic Staff Member," or Section 6.4, "Discipline."

6.3 REDUNDANCY OF A CONTINUING ACADEMIC STAFF MEMBER

- 6.3.1 Where redundancy is determined in a program cluster having more than one Continuing instructor, the following considerations will be taken into account.
 - 6.3.1.1 the ability, qualifications and experience of the Academic staff members within the program cluster as related to the work which remains to be done.
 - 6.3.1.2 the proven record of commitment of the Academic staff members within the program cluster to the various tasks and functions of the College.
 - 6.3.1.3 the evaluation of Instructor Performance Appraisal Summaries which have accumulated over the years.
 - 6.3.1.4 The Academic staff member having the least amount of seniority within the program cluster shall be considered redundant providing other things are relatively equal in regard to considerations 6.3.1.1 through 6.3.1.3.
- 6.3.2 When a Continuing academic staff member is determined to be redundant by the Vice President Curriculum and Instruction or the Dean of Student and Enrolment Services, to whom the Academic staff member reports, the Vice-President Curriculum and Instruction or the Dean of Student and Enrolment Services 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 Curriculum and Instruction or the Dean of Student and Enrolment Services 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.

6.3.3 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.

6.3.4 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.

6.3.4.1 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 one year's salary and a minimum of three months salary.

6.3.4.2 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 sub-section 6.3.4.1 shall not apply and the Academic staff member shall be entitled to a special compensation payment equal to:

6.3.4.2.1 one month's salary for each year of continuous service as an Academic staff member to a maximum of \$12,000, or

three months' salary,
whichever is greater, except;

6.3.4.2.2 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 the provisions of paragraph 6.3.4.1 shall apply, provided the Academic staff member has completed 5 years of continuous service.

6.3.5 The College 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 6.3.4.2.

- 6.3.6 An individual who has received a special compensation payment under the provisions of sub-section 6.3.4.1 or 6.3.4.2 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.
- 6.3.7 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 sub-section 6.3.4.
- 6.3.8 Prior to any Continuing academic staff member in a given program cluster being declared redundant, all Hourly, Sessional, Probationary and Adjunct academic staff members employed in that program cluster shall be terminated, provided that the Staff members who are retained are qualified and capable of fulfilling the duties remaining.

6.4 DISCIPLINE

- 6.4.1 No Academic staff member shall be disciplined except for just cause.
- 6.4.2 Disciplinary action consists of dismissal, suspension, or the issuance of a letter of reprimand clearly identified as disciplinary in nature.
- 6.4.3 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.

7.0 APPLICATION OF AGREEMENT

- 7.1 This Agreement shall apply to all Probationary and Continuing academic staff members, except where otherwise indicated.
- 7.2 This Agreement shall apply to Adjunct staff members, except for the following:
 - 7.2.1 Section 6.3, "Redundancy of a Continuing Academic Staff Member," (does not apply 6.3.4.1, 6.3.4.2, 6.3.5, 6.3.6, 6.3.7)
 - 7.2.2 Section 18, "Lateral Transfers."
 - 7.2.3 Or where is otherwise indicated.

7.3 This Agreement shall apply to Sessional staff members, except for the following:

7.3.1 Section 6.2, "Termination of A Continuing or Adjunct Academic Staff Member;"

7.3.2 Section 6.3, "Redundancy of A Continuing Academic Staff Member;"

7.3.3 Section 17, "Faculty Development and Educational Assistance," sub-sections 17.4, 17.5, 17.6, 17.8, 17.11 and 17.13;

7.3.4 Section 18, "Lateral Transfers."

7.3.5 Except where otherwise indicated.

7.4 This Agreement shall apply to Hourly staff members, except for the following:

7.4.1 Section 6.2, "Termination of a Continuing or Adjunct Academic Staff Member;"

7.4.2 Section 6.3, "Redundancy of a Continuing Academic Staff Member;"

7.4.3 Section 17, "Instructional Certificate Program," sub-section 17.11;

7.4.4 Section 14, "Academic Year."

7.4.5 Section 15, "Benefits;"

7.4.6 Section 16, "Leave for Academic Staff Members;"

7.4.7 Section 17, "Faculty Development and Educational Assistance" sub-sections 17.4, 17.5, 17.6, 17.8, 17.11 and 17.13 apply;

7.4.8 Section 18, "Lateral Transfers;"

7.4.9 Except where otherwise indicated.

8.0 GRIEVANCE PROCEDURE

8.1 GUIDELINES

- 8.1.1 The Board recognizes the Faculty Association as the official representative of any Faculty Member who asks for its assistance in processing a grievance as set forth in Clause 8.1.2.
- 8.1.2 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement including any question as to whether the difference is arbitrable.

8.2 TIME LIMITS

- 8.2.1 If the Grievor(s) fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.
- 8.2.2 If the recipient(s) of the grievance fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- 8.2.3 The time limits may be extended by mutual agreement in writing.
- 8.2.4 "Days", wherever referred to in this section, shall mean working days.

8.3 SETTLEMENT OF DIFFERENCES

A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. If applicable, the grievor(s) shall meet with the appropriate Team Leader, Administrator or Dean. In the event this process does not resolve the issue, the following grievance procedure shall apply:

8.4 LEVEL I

- 8.4.1 The Level I Grievance Officer shall be the Vice-President, Curriculum and Instruction (or designee).
- 8.4.2 The Faculty Association, and a Faculty member or group of Faculty members, shall submit to the Vice-President, Curriculum and Instruction, a written statement of the grievance within thirty (30) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

- 8.4.3 The grievance must be signed by the Faculty member(s) and the Faculty Association representative and shall contain:
- a) the summary of the circumstances giving rise to the grievance;
 - b) the provision(s) of the Agreement considered violated; and
 - c) the particulars of the remedy sought.
- 8.4.4 The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5 LEVEL II

- 8.5.1 The Level II Grievance Officer shall be the President (or designee).
- 8.5.2 The Faculty Association, if not satisfied with the reply at Level 1, shall with fifteen (15) days of receipt of that decision, submit the grievance in writing to the President.
- 8.5.3 The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.
- 8.5.4 Under no circumstance will the designees for Level 2 be the same as for Level 1 for the same grievance.

8.6 LEVEL III: ARBITRATION

- 8.6.1 The notice of desire to submit the difference to arbitration must be filed within fifteen (15) days of receipt of the decision at Level II.
- 8.6.2 The notice shall contain a statement of the difference and notify the other party in writing of its desire to submit difference to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- 8.6.3 The recipient of the notice shall, within five (5) days of receipt of such notice, inform the other party of the name of its appointee to the Arbitration Board.
- 8.6.4 The two appointees so selected shall, within fifteen (15) days of the second appointment, appoint a mutually acceptable third person who will serve as the Chairman.

- 8.6.5 If the two appointees fail to agree upon a Chairman, the appointment shall be made by the Director of Mediation Services, Alberta Human Resources and Employment upon the application of either party upon three (3) clear days' notice to the other.
- 8.6.6 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:
- a) request the attendance of any witness it deems necessary;
 - b) keep a record of the proceedings;
 - c) request access to any documents or other materials relating to the dispute;
 - d) correct any typographical error or omission in the Agreement or any previous award;
 - e) make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- 8.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairman.
- 8.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
- 8.9 Where a Faculty member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty member and pay to him a sum equal to his salary loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- 8.10 MEDIATION OPTION PRIOR TO LEVEL III**
- 8.10.1 During the fifteen day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- 8.10.2 The party to whom the notice is given has seven (7) days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.

- 8.10.3 The two parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Director of Mediation Services, Alberta Human Resources and Employment to appoint a Mediator.
- 8.10.4 Upon the appointment of a Mediator, the Director of Mediation Services shall notify the Board and the Faculty Association accordingly.
- 8.10.5 The parties agree to share equally the fees and expenses of the Mediator unless the parties and Mediator otherwise agree.
- 8.10.6 The Mediator shall, in such manner as he sees fit, without delay, enquire into the dispute and endeavor to resolve it by:
- (a) hearing representations from the parties;.
 - (b) mediating between the parties;
 - (c) encouraging the parties to resolve the grievance.
- 8.10.7 The Mediator will provide the parties with a report outlining the basis of settlement. The Mediator's recommended settlement shall be without prejudice.
- 8.10.8 The mediation process shall conclude with one of the following options:
- (a) Settlement of the grievance according to terms agreed by the parties during the mediation process.
 - (b) A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 8.10.9 If no settlement is reached at mediation, the fifteen (15) days to refer a grievance to Level III will commence from the date the mediation is concluded.

9.0 NOT ASSIGNED

10.0 EVALUATION AND DEVELOPMENT OF ACADEMIC STAFF MEMBERS

10.1 EVALUATION - 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. 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.

10.2 GENERAL PROVISIONS

10.2.1 An Academic staff member may, on 24 hours notice, be visited in the classroom or other work areas by the Vice President, Dean or Team Leader.

10.2.2 The Vice President, Dean or Team Leader responsible for the supervision of the Academic staff member shall review the results of each evaluation with the individual.

10.3 PROCEDURE FOR ACADEMIC STAFF MEMBERS ON PROBATION

10.3.1 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.

10.3.2 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.

10.4 PROCEDURE FOR CONTINUING ACADEMIC AND ADJUNCT STAFF MEMBERS

10.4.1 Each Continuing and Adjunct academic staff member will be evaluated at least every third year.

10.4.2 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.

10.5 PROCEDURES FOR SESSIONAL STAFF MEMBERS

10.5.1 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.

10.6 PROCEDURES FOR HOURLY STAFF MEMBERS

- 10.6.1 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.
- 10.6.2 Program Leaders will do classroom monitoring for formative evaluation purposes only.

10.7 PEER EVALUATION

- 10.7.1 The purpose of peer evaluation is to provide the participating Staff member with feedback, from another Academic staff member or Members, on his performance and direction toward professional development activities which may improve that performance.
- 10.7.2 Voluntary participation in the peer evaluation process is considered open to Continuing or Adjunct academic staff members, subject to the written approval of the Staff member's Team Leader.
- 10.7.3 The Team Leader, as academic administrator for a Centre, must approve instructor generated goals for the evaluative period.
- 10.7.4 The Staff member will obtain an evaluation tool from the Centre for Teaching and Learning or may submit an alternate evaluation tool for approval by the Team Leader. The Peer Evaluation process will include learner input and observation of instruction and focus on improving or enriching specific aspects of instruction.
- 10.7.5 The Peer Evaluation Report will be submitted to the Team Leader on or before the last day of the term in which the Staff member is being evaluated and will be included in the Instruction Performance Appraisal Summary.

11.0 PROFESSIONAL STANDARDS COMMITTEE

- 11.1 The membership of the Professional Standards Committee shall be as follows:
 - 11.1.1 The Chairman - who shall be a Board member appointed by the Board, but who shall not be the academic staff representative, the non-academic staff representative, the student representative or the President.

- 11.1.2 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.
- 11.1.3 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. 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.

11.2 PROCEDURES OF THE PROFESSIONAL STANDARDS COMMITTEE:

The Professional Standards Committee shall determine and make available its own procedure for sub-section 11.3, 1 to 5, "Functions."

11.3 FUNCTIONS OF THE PROFESSIONAL STANDARDS COMMITTEE:

The Professional Standards Committee shall:

- 11.3.1 recommend to the Board concerning implementation of restrictions referred to under sub-section 17.11 "Instructional Certificate Program,"
- 11.3.2 recommend on considerations in accordance with Section 12.4, "Additional Training",
- 11.3.3 recommend to the Board concerning the withholding of normal increments,
- 11.3.4 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,
- 11.3.5 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,

- 11.4 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 11.3.

12.0 REMUNERATION FOR ACADEMIC STAFF MEMBERS

12.1 SALARY GRIDS

- 12.1.1 Continuing Probationary, and Continuing academic staff members' salary rates effective July 1, 2001.

2001-2002							
LEVEL	A	B	C	D	E	F	G
0	31,626	33,445	35,410	37,515	40,509	42,013	45,831
1	33,190	35,039	37,042	39,179	42,224	43,758	47,575
2	34,753	36,632	38,672	40,842	43,940	45,504	49,319
3	36,318	38,227	40,304	42,506	45,656	47,249	51,063
4	37,881	39,820	41,936	44,169	47,372	48,995	52,808
5	39,445	41,413	43,567	45,833	49,087	50,741	54,552
6	41,009	43,007	45,200	47,496	50,804	52,486	56,296
7	42,573	44,600	46,830	49,160	52,519	54,232	58,041
8	44,135	46,194	48,462	50,823	54,235	55,977	59,785
9	45,701	47,787	50,093	52,487	55,951	57,722	61,529
10	47,263	49,381	51,725	54,150	57,666	59,468	63,275
11	48,827	50,974	53,355	55,814	59,383	61,213	65,018
12	50,391	52,566	54,986	57,477	61,100	62,960	66,762
13	51,955	54,158	56,617	59,141	62,816	64,707	68,506
14	x	x	x	x	x	66,454	70,250

12.1.2 Probationary, Adjunct, Sessional and Continuing academic staff members' salary rates effective July 1, 2002.

2002-2003							
LEVEL	A	B	C	D	E	F	G
0	32,891	34,783	36,826	39,016	42,129	43,693	47,664
1	34,517	36,440	38,523	40,746	43,913	45,508	49,478
2	36,143	38,097	40,219	42,476	45,697	47,324	51,291
3	37,770	39,756	41,916	44,206	47,483	49,139	53,106
4	39,396	41,413	43,613	45,936	49,267	50,955	54,921
5	41,022	43,070	45,309	47,666	51,051	52,770	56,734
6	42,649	44,727	47,008	49,396	52,836	54,585	58,548
7	44,275	46,384	48,703	51,126	54,619	56,401	60,363
8	45,901	48,041	50,401	52,856	56,405	58,216	62,176
9	47,529	49,698	52,097	54,586	58,189	60,031	63,990
10	49,154	51,357	53,794	56,316	59,973	61,846	65,806
11	50,780	53,013	55,490	58,046	61,758	63,661	67,619
12	52,407	54,669	57,186	59,776	63,543	65,478	69,433
13	54,034	56,325	58,882	61,507	65,329	67,295	71,246
14	x	x	x	x	x	69,112	73,060

12.1.3 Probationary, Adjunct, Sessional and Continuing academic staff members' salary rates effective July 1, 2003.

2003-2004							
LEVEL	A	B	C	D	E	F	G
0	34,206	36,174	38,299	40,577	43,814	45,441	49,571
1	35,898	37,898	40,064	42,376	45,670	47,328	51,457
2	37,588	39,621	41,828	44,175	47,525	49,217	53,343
3	39,281	41,346	43,593	45,974	49,382	51,104	55,230
4	40,972	43,069	45,358	47,774	51,238	52,993	57,118
5	42,663	44,793	47,122	49,573	53,093	54,881	59,004
6	44,355	46,516	48,888	51,372	54,950	56,769	60,890
7	46,046	48,240	50,652	53,171	56,804	58,657	62,777
8	47,737	49,963	52,417	54,971	58,661	60,544	64,663
9	49,430	51,686	54,180	56,770	60,516	62,432	66,549
10	51,120	53,411	55,945	58,569	62,372	64,320	68,438
11	52,812	55,133	57,709	60,368	64,229	66,208	70,324
12	54,503	56,855	59,473	62,168	66,085	68,097	72,210
13	56,195	58,578	61,237	63,967	67,942	69,987	74,096
14	x	x	x	x	x	71,877	75,982

12.1.4 Adjunct, Probationary Adjunct, and Sessional academic staff members' salary rates effective July 1, 2001, shall be 96% of the salary rates set out in Section 12.1.1, subject to the following:

12.1.4.1 An Adjunct member's compensation will be calculated at a percentage of a full time workload up to 100% and then applied against the grid.

2001-2002 Adjunct/Sessional							
LEVEL	A	B	C	D	E	F	G
0	30,361	32,108	33,993	36,015	38,888	40,332	43,998
1	31,862	33,637	35,560	37,612	40,535	42,007	45,672
2	33,363	35,167	37,125	39,209	42,182	43,684	47,346
3	34,865	36,698	38,692	40,806	43,830	45,359	49,021
4	36,365	38,227	40,258	42,403	45,477	47,035	50,696
5	37,867	39,757	41,824	44,000	47,124	48,711	52,370
6	39,368	41,287	43,392	45,597	48,772	50,386	54,044
7	40,870	42,816	44,957	47,193	50,418	52,063	55,719
8	42,370	44,346	46,524	48,790	52,066	53,738	57,393
9	43,873	45,876	48,089	50,387	53,713	55,413	59,067
10	45,373	47,406	49,656	51,984	55,360	57,089	60,744
11	46,874	48,935	51,221	53,581	57,008	58,764	62,418
12	48,376	50,463	52,787	55,178	58,656	60,441	64,092
13	49,877	51,992	54,352	56,775	60,303	62,119	65,766
14	x	x	x	x	x	63,796	67,440

12.1.5 Adjunct academic staff members' salary rates effective July 1, 2002 shall be on the same salary grid as Continuing and Probationary staff.

12.1.5.1 An Adjunct member's compensation will be calculated at a percentage of a full time workload up to 100% and then applied against the grid.

12.1.6 Sessional academic staff members' salary rates, including vacation pay shall be the same salary rates as Adjunct staff members.

12.1.6.1 A Sessional member's compensation will be calculated at a percentage of a full time workload up to 100% and then applied against the grid.

12.1.7 Hourly academic staff members' salary rates shall be:

Level	2001/2002	Hourly	A	D	F
			Less than 4 years training	4 years Training	6 years Training
1	Minimum	Nursing	37.79	45.07	50.63
		Other	46.01	54.87	61.63
2	After 3 terms	Nursing	39.76	47.16	52.81
		Other	48.40	57.42	64.29
3	After 6 terms	Nursing	41.72	49.25	55.01
		Other	50.79	59.96	66.97
4	After 9 terms	Nursing	43.69	51.34	57.20
		Other	53.19	62.49	69.64
5	After 12 terms	Nursing	45.66	53.44	59.39
		Other	55.58	65.03	72.31
6	After 15 terms	Nursing	47.62	55.53	61.59
		Other	57.97	67.57	74.98

Level	2002/2003	Hourly	A	D	F
			Less than 4 years training	4 years Training	6 years Training
1	Minimum	Nursing	39.31	46.88	52.65
		Other	47.85	57.07	64.10
2	After 3 terms	Nursing	41.35	49.05	54.92
		Other	50.34	59.72	66.86
3	After 6 terms	Nursing	43.39	51.22	57.21
		Other	52.83	62.35	69.64
4	After 9 terms	Nursing	45.44	53.40	59.48
		Other	55.31	65.00	72.41
5	After 12 terms	Nursing	47.48	55.57	61.75
		Other	57.80	67.65	75.18
6	After 15 terms	Nursing	49.53	57.75	64.02
		Other	60.29	70.30	77.95

Level	2003/2004	Hourly	A	D	F
			Less than 4 years training	4 years Training	6 years Training
1	Minimum	Nursing	40.88	48.75	54.76
		Other	49.76	59.35	66.66
2	After 3 terms	Nursing	43.00	51.01	57.12
		Other	52.35	62.10	69.54
3	After 6 terms	Nursing	45.13	53.27	59.49
		Other	54.94	64.85	72.43
4	After 9 terms	Nursing	47.26	55.53	61.86
		Other	57.53	67.60	75.31
5	After 12 terms	Nursing	49.38	57.80	64.22
		Other	60.11	70.36	78.19
6	After 15 terms	Nursing	51.51	60.06	66.58
		Other	62.70	73.12	81.07

12.2 SALARY PLACEMENT

12.2.1 New Academic staff members salary grid placement.

12.2.1.1 New Continuing, Probationary, Adjunct and Sessional academic staff members will be placed on the appropriate current salary grid of Section 12.1, "Salary Grids" in relation to their training and experience as determined under Section 5.0, "Initial Appointment."

12.2.1.2 New Academic staff members instructing as an Hourly staff member, will be placed on the current hourly salary grid of Section 12.1, "Salary Grids", in relation to their training as determined under Section 5.0, "Initial Appointment" and at level 1.

12.3 INCREMENT

12.3.1 All Continuing, Probationary and 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.

12.3.2 All Continuing, Probationary and Adjunct and Sessional academic staff members who have completed 32 weeks of the 38 weeks referred to in Section 14.0, "Academic Year," or in the case of counsellors, 37 of the 43 weeks, will be eligible for consideration for the annual performance increment.

- 12.3.3 Hourly academic staff members who have taught at the College for 3 consecutive or non consecutive terms, shall, after the completion of the third term, receive one vertical increment, until the maximum vertical placement for their training category is reached.
- 12.3.4 Absences due to unusual circumstances will be considered on their merits by the Professional Standards Committee.
- 12.3.5 The accumulation of terms required to move an Academic staff member's placement on the hourly salary grid beyond level 3 will not begin until July 1, 2001.

12.4 ADDITIONAL TRAINING

- 12.4.1 Additional training obtained after initial placement shall earn for the Academic staff member transfer to the appropriate higher category at the same level 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 12.5, "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.

12.5 SALARY ADJUSTMENTS FOR PROBATIONARY, CONTINUING, SESSIONAL AND ADJUNCT ACADEMIC STAFF MEMBERS

- 12.5.1 Sections 12.5.2, 12.5.3, 12.5.4, and 12.5.5 apply only to Adjunct, Probationary, Sessional, and Continuing academic staff members.
- 12.5.2 In view of the provision under Section 12.1, "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 category of payment.
- 12.5.3 When the Academic staff member will not complete the required weeks of assignable service specified in sub-sections 14.1 or 14.2, "Academic Year," by virtue of:
 - 12.5.3.1 termination,
 - 12.5.3.2 leave of absence without pay,

- 12.5.3.3 assisted leave on reduced pay,
 12.5.3.4 or for any other reason except under Section 16.1, "Sick Leave."
- 12.5.4 The following calculations will be used to determine the amount which is owing to the Academic staff member or to the College:
- 12.5.4.1 In respect of Academic staff members required to provide 38 weeks of assigned service.
- (annual salary x number of days completed
includes applicable statutory holidays)
 38 x 5
 minus amount already paid during the current contract year.
- 12.5.4.2 In respect of Academic staff members required to provide 43 weeks of assigned service.
- annual salary x number of days completed
Includes applicable statutory holidays)
 43 x 5
 minus amount already paid during the current contract year.
- 12.5.5 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.
- 12.5.6 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 sub-section 14.1 or 14.2, "Academic Year," the amount to be paid to the Academic staff member for the balance of the contract year will be determined as follows:
- 12.5.6.1 In respect of an Academic staff member required to provide 38 weeks of assigned service.
- (annual salary x number of days remaining in the assignable 38 week
period) (including applicable statutory holidays) _____ 38
 x 5
- This amount will then be paid in equal monthly instalments over the balance of the contract year.

12.5.6.2 In respect of an Academic staff member required to provide 43 weeks of assigned service.

(annual salary x number of days remaining in the assignable 43 week period) (including applicable statutory holidays)
43 x 5

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

12.6 CALCULATION OF EXTRA REMUNERATION FOR ACADEMIC STAFF MEMBERS

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

Annual Salary x Number of Days Worked
38 x 5

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

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

Annual Salary x Number of Days Worked
43 x 5

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

12.7 REMUNERATION FOR PROGRAM LEADERS

12.7.1 Those Academic staff members designated as Program Leaders will be given release time from their otherwise normal instructional load, and/or stipends which are considered commensurate with the administrative assignment. The release time will not normally exceed 50% of a full work load. Program Leaders will normally be designated from the ranks of Continuing academic staff.

12.7.2 The above stipends and/or release time for the Program Leaders shall be determined by the appropriate Team Leader, in consultation with

the appropriate program(s) faculty, prior to the competition and/or appointment.

13.0 WORKLOAD

- 13.1 The administrator in consultation with all Academic staff in a specific program shall be responsible for the assignment of the workload within the program. - Sub-section 13.3, 13.4 and 13.5 will not apply to counsellors.
- 13.2 The administrator 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.
- 13.3 Assignable work will include instructional workload as described in subsections 13.1 and 13.2 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.
- 13.4 When the administrator and an Academic staff member agree that an overload condition exists, additional help will be made available, subject to the approval of the President.
- 13.5 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.
- 13.6 The Professional Standards Committee shall consider at least the following criteria when studying underload or overload disputes:
 - 13.6.1 Longtime average of the instructor's load
 - 13.6.2 Number of students in the class within the present guidelines as determined by the Board
 - 13.6.3 Limitation of facilities and equipment
 - 13.6.4 Curriculum determination over which the College has no control
 - 13.6.5 Future of the courses

- 13.6.6 Other responsibilities of the Faculty member such as course development, counselling, department work, professional development and other related projects.

13.7 COUNSELLOR'S WORKLOAD

The Dean of Enrollment and Student Services, in consultation with the Program Leader 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.

13.8 DAILY HOURS OF WORK

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.

14.0 ACADEMIC YEAR

- 14.1 The period of assignable work each contract year for Academic staff members, other than counsellors, whose usual and primary role is instructional will be 38 weeks of assignable work. The assignable work period will be from late August to late May and will be developed and applied annually once the academic schedule is approved for each year by Academic Council.
- 14.2 The period of assignable work each contract year for Academic staff members whose usual and primary role is counselling will be 43 weeks of assignable work from July 1 to June 30 of each year.
- 14.3 Variations to the academic year will normally be made by mutual agreement between the administrators and the Academic staff member involved.
- 14.4 For programs which operate beyond the dates described in sub-section 14.1 above, administrators will have the flexibility to schedule "weeks of assignable work" outside the dates referred to in sub-section 14.1 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.

15.0 BENEFITS FOR ACADEMIC STAFF MEMBERS

15.1 CONTINUING ACADEMIC AND PROBATIONARY STAFF MEMBERS

- 15.1.1 The College will pay 100 percent of the Group Life Insurance, Accidental Death and Dismemberment premiums and Extended Health Care premiums. Group Life Insurance maximum benefit will be increased to \$300,000.

- 15.1.2 The College will pay 50 percent of the Alberta Health Care Insurance Commission premiums.
- 15.1.3 There shall be a dental plan for Continuing, Sessional, Adjunct and Probationary faculty. The premiums will be paid equally by the College and the Faculty members.
- 15.1.4 Continuing, Adjunct and Probationary staff members will pay 100 percent of the cost of the Long Term Disability Plan premiums.

15.2 SESSIONAL STAFF MEMBERS - The College shall pay the following portions of the premium costs of benefit plans applicable to these Staff members:

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

15.3 ADJUNCT STAFF MEMBERS - The College will pay a proportional percent of the premium costs of benefit plans contained in 15.1, applicable to these Staff members. The College proportional portion of the premiums will be equal to the annual percent of workload times the rates described in 15.1. Long Term Disability Plan premiums will be paid 100% by the Adjunct staff members.

Group Life/AD & D	100% x % instructional workload
Extended Health	100% x % instructional workload
AHCIC	50% x % instructional workload
Dental	50% x % instructional workload

- 15.4 The College and all Continuing, Probationary and Adjunct Academic staff members shall participate in the Local Authorities Pension Plan or its equivalent.
- 15.5 The College will provide the Faculty Association with a copy of each insurance policy referred to in this section, as well as any amendments as they become effective.
- 15.6 The foregoing payment schedule pertains to plans as they are presently in effect.
- 15.7 Changes to coverage by either party must be mutually agreeable.

16.0 LEAVES FOR ACADEMIC STAFF MEMBERS

16.1 SICK LEAVE - The following sick leave benefits and procedures will apply to all Probationary, Continuing and Adjunct academic staff members.

- 16.1.1 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.
- 16.1.2 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 15.0 "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.
- 16.1.3 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.
- 16.1.4 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.

16.2 UNASSISTED LEAVES

- 16.2.1 A Continuing or Adjunct 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 and Adjunct academic staff members and the Board, subject to the terms of this Section.
- 16.2.2 On return from an approved leave of absence without pay, a Continuing or Adjunct 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 6.0. "Termination, Redundancy and Discipline of Academic staff members".
- 16.2.3 A Continuing or Adjunct 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.

- 16.2.4 During the period of approved leave of absence without pay, a Continuing or Adjunct 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.
- 16.2.5 During the period of approved leave of absence without pay, a Continuing or Adjunct 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 Staff member must elect to continue participation in all of these plans, or none of them.
- 16.2.6 If at any time the Continuing or Adjunct 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.
- 16.2.7 No other benefits will be available to a Continuing or Adjunct academic staff member during an approved leave of absence without pay.
- 16.2.8 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.

16.3 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:

- 16.3.1 The Academic staff member concerned shall apply for parental leave:
 - 16.3.1.1 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
 - 16.3.1.2 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.

16.3.2 Parental leave shall be effective from:

16.3.2.1 in the case of childbirth, not less than one month prior to the expected date of confinement, or

16.3.2.2 in the case of adoption, the date the Member is required to take custody of the child, or

16.3.2.3 a date mutually agreed.

16.3.3 Parental leave shall terminate not earlier than:

16.3.3.1 In the case of childbirth, not less than three (3) months after the term of the pregnancy, or

16.3.3.2 in the case of adoption, not less than three (3) months after the commencement of the leave, or

16.3.3.3 a date mutually agreed.

16.3.4 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.

16.3.5 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 6, "Redundancy of Continuing Academic Staff," and Section 17.0, "Faculty Professional Development."

16.3.6 An Academic staff member on parental leave who elects to continue coverage of the benefit plans set out in Section 15.0, "Benefits", 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.

16.4 PAID SPECIAL LEAVE - A Member shall be provided paid special leave in the following circumstances:

- 16.4.1 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.
- 16.4.2 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.
- 16.4.3 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.
- 16.4.4 A Vice President, in his discretion, may grant a Faculty member paid special leave in special circumstances.

16.5 BEREAVEMENT - 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:

- 16.5.1 a spouse,
- 16.5.2 a parent, parent-in-law, or grandparent
- 16.5.3 a son, daughter, brother, sister or the husband or wife to any of them.
- 16.5.4 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.

16.6 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
Alberta Heritage Day	

17.0 FACULTY PROFESSIONAL DEVELOPMENT

17.1 PROFESSIONAL DEVELOPMENT EXPECTATIONS

- 17.1.1 Minimum Qualifications - All Hourly, Sessional, Probationary, Adjunct and Continuing academic staff members are expected to assume primary responsibility for meeting the minimum category of qualifications and expertise required to competently handle their normal workload. However, the College will support professional development activity toward this end, through the provision outlined in sub-section 17.11, "Instructional Certificate Program," and other opportunities available through the established professional development mechanisms within the College.

-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 College supports the concept of professional excellence in keeping with the category of training provided by the College and will provide opportunities through assisted leaves made available under sub-sections 17.4, 17.5, and 17.6, "Faculty Professional Development." Other short-term development activities may be accessed through the internal professional development programs.

- 17.1.3 Professional development and training, except for that required under sub-section 17.11, "Instructional Certificate Program," shall be mutually agreeable to the Academic staff member and his administrator.

17.2 THE FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE (FPDC) MEMBERSHIP SHALL BE AS FOLLOWS:

- 17.2.1 Chairman - shall be a Board of Governors' member, but who shall not be the Academic staff, the President, the Non-academic staff or the student member.
- 17.2.2 Three Academic staff members with continuing appointments chosen by the LCCFA. An Academic staff member may not sit on the FPDC if he is under consideration. He shall be replaced by an Academic staff member appointed by the LCCFA.
- 17.2.3 The President of the College and two administrators appointed by the President. The President may appoint a designate to sit in his place. These designates or administrators may not be the direct supervisor of the Academic staff member under consideration.

17.3 APPLICATION OF FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE

- 17.3.1 The seven (7) members, as specified above, shall administer all of the leaves and activities of the Faculty Professional Development Committee as outlined in this section.
- 17.3.2 Procedure - The Professional Development Committee shall determine and make available its own procedures.

17.4 SABBATICAL LEAVES FOR FACULTY DEVELOPMENT AND EDUCATIONAL ASSISTANCE

- 17.4.1 Definition - Educational Leave for Continuing and Adjunct academic staff members' academic training program delivery, development or research directly related to the needs of the College.
- 17.4.2 Sabbatical Fund - Each year, during the period July 1, 2001 to June 30, 2004, the College shall make available 1.0% of Academic staff member salaries, as determined by the previous June payroll applicable to Probationary, Adjunct and Continuing academic staff members for Sabbatical Leaves. The College agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per sub-section 17.10.
- 17.4.3 Sabbatical - Application for leave must be made in writing to the Chairman of the Professional Development Committee by the February 1 deadline prior to the academic year when leave is to commence.
- 17.4.4 Sabbaticals Remuneration - Faculty Development and Education Assistance
 - 17.4.4.1 Schedule of remuneration - Sabbatical Leave development proposals submitted under the provision of this section will be considered in light of College Centre priorities and academic staff development goals. Continuing or Adjunct staff members will become eligible to apply for leave after three full years, or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence. Eligibility for remuneration for leave, under sub-sections 17.4 and 17.5 shall be 80% of current salary plus tuition and books.
 - 17.4.4.2 Calculation for leave will be based on the salary rate grid in effect at the time leave is taken.

- 17.4.4.3 Benefits during leave - The Lethbridge Community College will continue to pay the employer portion of premiums for benefits outlined in Section 15.0, "Benefits", and the participants will do likewise.
- 17.4.5 Sabbatical Leaves - Leaves may be for any period up to twelve (12) months in one or more sessions. The Faculty Professional Development Committee shall decide which Members shall be given leave and recommend the date when such leave shall commence. They shall also have the power to dispense all or any portion of the assisted leave funds it deems appropriate for leaves that will benefit the College.
- 17.4.6 Obligations After Sabbatical - Academic staff members who are granted leave are obliged to render service to the College, upon return from leave, for a period equal to four times the period of the 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.
- 17.4.7 Conditions of Sabbatical Leave - After returning to the College from Sabbatical leave, an Academic staff member may be granted another leave pursuant to the aforementioned conditions.
- 17.4.8 Calculations of Charges Against the Sabbatical Leave Fund - The charges against the fund are the salary cost paid to the Academic staff member on leave paid over the term of the Sabbatical leave not including benefit costs.

17.5 PROFESSIONAL EXPERIENCE LEAVE

- 17.5.1 Definition - Leave for professional experience in business or industry.
- 17.5.2 Professional Experience Fund - Each year, during the period July 1, 2001 to June 30, 2004 the College shall make available 0.5% of Academic staff member salaries, as determined by the previous June payroll applicable to Probationary, Continuing and Adjunct academic staff members for Professional Experience Leave. The College agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per sub-section 17.10.
- 17.5.3 Professional Experience - Application for leave/assistance must be made in writing to the Chairman of the Faculty Professional Development Committee in accordance with the following:

- 17.5.3.1 For leave to commence in the Fall Term, applications must be received no later than May 15 preceding.
- 17.5.3.2 For leave to commence in the Winter Term, applications must be received no later than September 15 preceding.
- 17.5.3.3 For leave to commence in the Spring/Summer Term, applications must be received no later than January 15 preceding.
- 17.5.4 Professional Experience Leave - Duration and scheduling shall be subject to agreement between the Academic staff member and the Faculty Professional Development Committee.
- 17.5.5 Remuneration during Professional Experience Leave. The College will pay an amount sufficient to make an Academic staff members' salary equal to current salary at a 100 percent category, provided charges against the professional experience leave fund will not exceed the provisions in 17.4.4.1 "Faculty Development and Educational Assistance".
- 17.5.6 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.
- 17.5.7 In the event the charges against the Professional Experience Fund were determined to be in excess of that allowed in 17.4.4.1 "Faculty Development and Educational Assistance.", 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.
- 17.5.8 Where the income to the College resulting from the Staff members outside employment during Professional Experience 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.
- 17.5.9 All outside income earned while on professional leave will be paid directly to the College.
- 17.5.10 After returning to the College from professional experience leave, an Academic staff member may renew the accumulation of eligibility for a leave.
- 17.5.11 The number of months of continuous service required to renew the accumulation, after an individual has returned from Professional Experience Leave, will be calculated as follows:

No. of months away on leave plus

$$\frac{\text{Amount charged to fund}}{\text{Maximum allowable charge}} \times \text{number of months accumulated before leave taken (max. 36)}$$

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

- 17.5.12 Professional Experience Leave 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 sub-section 17.4.4.1, "Faculty Development and Educational Assistance."

17.6 SPECIAL PROFESSIONAL DEVELOPMENT PROJECTS

- 17.6.1 The Faculty Professional Development Committee 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 sub-section based on the merits of each case. All proposals under this provision require the approval of the Faculty Professional Development Committee. Those projects which receive the support of the Faculty Professional Development Committee and which will require in excess of \$5,000 must be approved by the Board. The Board agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per sub-section 17.10.
- 17.6.2 Application for Special Professional Development Projects must be made in writing to the Chairman of the Faculty Professional Development Committee in accordance with the following timelines.
- 17.6.3 For Special Project leave to commence in the Fall Term, applications must be received no later than May 15 preceding.
- 17.6.4 For Special Project leave to commence in the Winter Term, applications must be received no later than September 15 preceding.
- 17.6.5 For Special Project leave to commence in the Spring/Summer Term, applications must be received no later than January 15 preceding.

17.7 HOURLY AND SESSIONAL STAFF PROFESSIONAL DEVELOPMENT ALLOCATION

- 17.7.1 Definition - Professional Development funds will be made available for the development and enhancement of the training skills and technological advances needed by the Hourly and Sessional academic staff members.
- 17.7.2 Hourly and Sessional Professional Development Funding - Each year the Faculty Professional Development committee will make available up to \$20,000 out of the previous year's unused funds as per sub-sections 17.10, "Reallocation of Unused Funds".
- 17.7.3 Hourly and Sessional Professional Development Application - The Faculty Professional Development Committee will accept applications for funding and administer the funds.
- 17.7.4 The College agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per sub-section 17.10.

17.8 INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS

- 17.8.1 Definition - Individual professional development accounts are provided for Probationary, Adjunct and Continuing academic staff members for their development and enhancing of professional training and skills. These funds are intended to assist the Academic staff members advancing their professional credentials. Short courses, workshops, conferences, seminars, agency or industry activities are included.
- 17.8.2 All expenditures from individual accounts must be made in accordance with the guidelines developed by Faculty Professional Development Committee and within Canada Customs and Revenue Agency Regulations.
- 17.8.3 Individual Professional Development Funding - The College agrees that each year during the period July 1, 2001 to June 30, 2004 it will make available 1.0% of Academic staff members' salaries, as determined by the previous June payroll applicable to Probationary, Continuing, and Adjunct staff members for individual professional development.
- 17.8.4 These individual professional development funds will be distributed by the Faculty Professional Development Committee on an equitable basis to Probationary, Adjunct and Continuing academic staff members.

- 17.9 Where there is a conflict between the Collective Agreement and the Faculty Professional Development Committee procedures and guidelines (17.3.2), the Collective Agreement shall govern.

17.10 REALLOCATION OF UNUSED FUNDS

17.10.1 Accumulated funds from the following sub-sections, on an annual basis, will be redistributed by the end of May.

- i) sub-section 17.4 "Sabbatical Leaves for Faculty Development and Educational Assistance".
- ii) sub-section 17.5 "Professional Experience Leave".
- iii) sub-section 17.6 "Special Professional Development Projects".
- iv) subsection 17.7 "Hourly And Sessional Staff Professional Development Allocation".

17.10.2 Funds will be redistributed into the following sub-sections.

17.10.2.1 To support previous commitments as determined by the Faculty Professional Development Committee for:

- i) sub-section 17.4 "Sabbatical Leaves for Faculty Development and Educational Assistance".
- ii) sub-section 17.5 "Professional Experience Leave".
- iii) sub-section 17.6 "Special Professional Development Projects".

17.10.2.2 \$20,000 going to subsection 17.7 "Hourly And Sessional Staff Professional Development Allocation".

17.10.2.3 Funds to be distributed into subsection 17.8 "Individual Professional Development Accounts".

17.10.3 Funds will be distributed at the discretion of the Faculty Professional Development Committee.

17.11 INSTRUCTIONAL CERTIFICATE PROGRAM (ICP) - will be directed and coordinated by the Faculty Professional Development Committee and administered by the Centre for Teaching and Learning. The general requirements, administration and contents for the ICP program are continued in Appendix C.

17.12 Existing and future Professional Development Workshops, Sessions, Presentations, Seminars and Courses shall be open to all Academic staff members and college employees. Such college wide professional development activities are coordinated through the Centre for Teaching and Learning.

17.13 ENTITLEMENT TO COURSES AT THE COLLEGE

17.13.1 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:

17.13.1.1 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. Any such course must be consistent with the Academic staff member's professional development.

17.13.1.2 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.

17.13.1.3 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.

18.0 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 6.0, "Termination, Dismissal and Redundancy" in the event of subsequent redundancy.

19.0 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.

20.0 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:

- 20.1 not have membership in the Lethbridge Community College Faculty Association or pay association dues during the course of his/her acting employment.
- 20.2 concur that the duration of a temporary appointment may be up to, two appointments of two years, with a one year extension in the case of extenuating circumstances.
- 20.3 at the expiration of the acting appointment (normally, after 2 years) be re-designated as an Academic staff member with the same entitlements, rights and privileges which would have accrued had the member not been absent.

21.0 MODIFICATION OF AGREEMENT

On or before the December 1, 2003 either party may deliver to the other a written notice stating its desire to open specific sections of the Collective Agreement. Only those sections specified in writing shall be considered to be opened for negotiation. Initial proposals shall be exchanged by January 15, 2004. Thereupon the parties shall attempt to negotiate a mutually satisfactory modification of this Agreement.

22.0 COMPULSORY ARBITRATION

- 22.1 In the event that a notice has been sent pursuant to Section 21 "Modification of this Agreement" and no agreement is reached by negotiation prior to the first day of April, 2004, 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 sub-section 8.6, "Level III: Arbitration"
- 22.2 The Arbitration Board shall hear all evidence and shall have the powers provided by sub-section 8.6.6 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.

- 22.3 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.
- 22.4 After 120 days has elapsed from the date that the Arbitration Board has issued a decision pursuant to sub-section 22.2, 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. 2001

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
Faculty Negotiations Committee Member

Lethbridge Community College
Chairman, Negotiations

Witness

Witness

Date

Date

APPENDIX “A”

LETHBRIDGE COMMUNITY COLLEGE - PROGRAM CLUSTER

- A.1 With reference to sub-section 1.9, “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 cluster for this purpose.
- A.1.1 Access Centre
 - A.1.2 Centre for Interdisciplinary Studies
 - A.1.3 Centre for Criminal Justice
 - A.1.4 Centre for Applied Management
 - A.1.5 Centre for Environmental Science
 - A.1.6 Centre for Engineering, Agriculture and Industrial Training
 - A.1.7 Centre for Information Technology
 - A.1.8 Centre for Health and Human Services
 - A.1.9 All Faculty reporting to the Dean of Student and Enrolment Services

APPENDIX “B”

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

(A) Experience

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

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

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

(B) Training

a)	Years of Training	Qualifications Required
	A - # Less than two years	<p>Alberta Journeyman, Certificate based on a period of apprenticeship of three or more years.</p> <p>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.</p> <p>One year of University training.</p>
	B - # Two years	<p>Two year College and Technical Diploma or equivalent training.</p> <p>Two years of University training.</p> <p>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.</p>

C - # Three years	<p>A three year University degree or three years of University training.</p> <p>A three year College or Technical Diploma or equivalent training.</p>
D - # Four years	A four year degree or its equivalent.
E - # Five years	<p>A four year degree or its equivalent plus one additional year of relevant University studies or its equivalent.</p> <p>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.</p> <p>The Internal Training outline under Clause 9.0 of the Collective Agreement will be recognized as University.</p>
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 category 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 College 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 category 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
/aij (56) p.6

APPENDIX “C”

INSTRUCTIONAL CERTIFICATE PROGRAM

C.1 Requirements and Administration

- C.1.1 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, 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.

- C.1.2 A minimum of one core course and one elective course will be offered each year provided there is a minimum enrollment of ten.
- C.1.3 The College will offer each course internally, or alternatively, the Faculty Professional Development Committee (FPDC) 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 FPDC subcommittee, the College and the University may cooperate on the offering of a counterpart course.
- C.1.4 Where the College chooses not to provide a course internally and where the Faculty Professional Development 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.
- C.1.5 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.
- C.1.6 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.

- C.1.7 An Academic staff member who does not complete the program within the time frame outlined in sub-section C.1.1 or who do not progress at the minimum rate described in sub-section C.1.6 shall be subject to the following restrictions. (Progress will be reviewed as of June 30 each year.)
- C.1.7.1 For an Academic staff member not at a vertical grid maximum, his salary grid placement shall be frozen.
 - C.1.7.2 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.
 - C.1.7.3 When progress has caught up to the minimum required, the restrictions referred to in sub-sections C.1.7.1 and C.1.7.2 shall be withdrawn.
- C.1.8 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.
- C.1.9 Courses in this program will be deemed to be equivalent to university category courses and may be used for credit toward an advancement on the salary scale in accordance with sub-section 12.4 "Additional Training" and the policy on "Evaluation of Training and Experience," contained in Appendix B. However, courses in this program shall not be used for credit beyond Category "E" of the salary grid.
- C.1.10 Academic staff employed prior to July 1, 1981:
- C.1.10.1 may participate in any courses or courses of the Instructional Certificate Program. Where the College chooses not to provide a course internally and where the Faculty Professional Development 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
 - C.1.10.2 shall receive credit for courses completed in the program in accordance with sub-section 5.9.3, and
 - C.1.10.3 shall at no time be subject to the restrictions of sub-section C.1.7.
- C.1.11 An Academic staff member whose usual primary role is counselling shall not be obligated to participate in this program. However, a 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 sub-section 5.9.3 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.

C.1.12 A Program Leader 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.

C.1.13 The Instructional Certificate Program must operate within the funding allocated to the Faculty Professional Development Committee for this purpose. Priority will, therefore, be given to those Academic staff members who are obliged to complete the program.

C.2.0 The INSTRUCTIONAL CERTIFICATE PROGRAM consists of TWELVE courses - FOUR core courses which are required of all participants and TWO elective courses to be selected from the list of EIGHT which are outlined.

- C.2.1 The College is committed to Quality Instructional theory and practices
- C.2.2 The College acknowledges that Quality Instructional theory and practices may be acquired through a variety of means.
- C.2.3. The ICP requirements can be met in any one of the following ways:
 - C.2.3.1 Credit(s) will be given for evidence of demonstrated outcomes (PLA)
 - C.2.3.2 University course work may be undertaken in lieu of ICP
 - C.2.3.3 University programs (example M. Ed) may be undertaken in lieu of ICP
 - C.2.3.4 Completing the ICP program in a conventional manner
 - C.2.3.5 Individualized program may be developed in conjunction with the Faculty Professional Development Committee

C.2.4 CORE COURSES

ICP-1 Principles of Curriculum Development and Outcome-Based Instruction

Identify the elements of a curriculum and to apply these elements to courses and programs. To write learning outcomes for courses and to identify the relationship between the course outcomes and the program outcomes. To incorporate adult learning principles in curriculum design, learning outcomes and cooperative learning strategies.

ICP-2 Learning Theory and Instructional Techniques

Recognize and use learning theories in developing materials and in delivering instruction and/or facilitating learning. Plan instructional activities for adults with emphasis on collaborative and active learning strategies.

ICP-3 Instructional Methods and Skills

Develop instructional skills in presenting information clearly, involving learners, and assessing learning. This learning outcome emphasizes the presentation skills that are part of the repertoire of an effective college instructor. To develop facilitator skills such as seeking feedback and self-reflection to assist learning to occur. This learning outcome emphasizes the role of the instructor as learning facilitator, organizing learning material for students, and using a variety of delivery styles.

ICP-4 Assessment and Evaluation

Create and critique assessment and evaluation instruments for classroom, alternate delivery, and prior learning purposes using an outcome based model. To develop abilities to evaluate students fairly and to report and interpret these results to learners.

C.2.5. ELECTIVE COURSES (minimum two)

ICP-5 Cultural Diversity

Recognize cultural diversity among learners and develop competencies that are useful in addressing cultural differences in learners' expectations, behavior, and performance. College employees will create and foster inclusive learning communities involving all cultures.

ICP-6 Personal and Program Leadership

Acquire and demonstrate leadership skills personally, for use with students, and in the college community. These skills should include conflict resolution, mediation, motivation, team building, open respectful communications, how to hold effective meetings and the skills and attitudes necessary to handle change.

ICP-7 Independent Study

Design a course in an educational area of personal interest that meets the needs of your instructional assignment, your program, or your centre. This course could involve reviewing the literature of a certain topic, designing and monitoring a pilot project, and reporting on this action research.

ICP- 8-12 Technology Studies I-V

Learn word processing, spreadsheets, databases, and electronic grade books in order to use them for instructional purposes.

Prepare and evaluate materials for presentation of learning concepts including PowerPoint or Presentation slides, scripted Videotapes, Visual Presenter, Smart Board and Proxima Projector use with laser pens and remotes. The emphasis in this class is to develop and evaluate skills in making multimedia course materials and in giving multimedia presentations.

Explore the world of Internet as it relates to education. This introductory course introduces the participant to the Internet and the tools it provides. Learn how to manage bookmarks, e-mail, mailing lists, and bulletin boards. Explore html and create webpages.

Use the Learning Manager, creating or converting existing testbanks to the TLM system. Integrating the use of the technology into a course.

Explore the technologies available to deliver Networked Learning Courses. Participants will explore technologies available to support and evaluate learners in Networked learning courses.

MEMORANDUM OF UNDERSTANDING

Between

LETHBRIDGE COMMUNITY COLLEGE

And

LETHBRIDGE COMMUNITY COLLEGE FACULTY ASSOCIATION

RE: ADJUNCT SALARY ADJUSTMENT

The parties recognize that when they incorporated the concept of Adjunct positions into the collective agreement, the methodology used at that time subsequently created the perception of inequality. In an effort to resolve this issue, the following individuals who were among the original Adjunct staff and who have not had their compensation or status adjusted in the interim will have their grid placement adjusted as of July 1, 2001 to step 7 of their appropriate category. The following is the list of the 12 individuals to be adjusted:

Susan Brewer	Julie Diemert	Lynda Dekens
Lynda Duval	Clayton Crawshaw	Henry Komodowski
Lac Le	Claude Presse	Walter Hann
Sheri Thomson	Alan Andron	

In support of this adjustment the Lethbridge Community College Faculty Association will reimburse Lethbridge Community College the sum of \$28,830.00 no later than June 30, 2003.

Agreed to this ____ day of _____ AD 2001

Lethbridge Community College

Lethbridge Community College
Faculty Association

Witness

Witness

October 26, 2001

LETTER OF UNDERSTANDING

Between

LETHBRIDGE COMMUNITY COLLEGE

And

LETHBRIDGE COMMUNITY COLLEGE FACULTY ASSOCIATION

RE: CHAIRPERSON APPOINTMENTS

The parties recognize that there are two existing Chairpersons as of June 30, 2001. As a result of organizational changes the following two individuals will continue as Chairpersons for the period of July 1, 2001 to June 30, 2002. The chair positions will be remunerated as per Article 12.9, Remuneration of Chairpersons and Coordinators:, the July 1, 1999 - June 30, 2001 collective agreement. The two persons are:

Doug Patching - Counselling
Rika Snip - Academic Support (Assessment/Learning Centre)

Agreed to this ____ day of _____ AD 2001

Lethbridge Community College

Lethbridge Community College
Faculty Association

Witness

Witness