

# **Collective Agreement**

Between

The Lethbridge Community College  
Board of Governors

and

The Lethbridge Community College  
Faculty Association

Begins:  
07/01/2004

Terminates:  
06/30/2007

11359(03)

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## I DEFINITIONS

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

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 **“Position”** means the collection of specific duties and tasks assigned to an Academic Staff Member (Employee).
- 1.3 **“Employee”**, “Staff Member” or “Academic Staff Member” is an individual employed by the College in an academic Position designated by the Board in one of the following classifications:
  - 1.3.1 **“Continuing Employee”** is a full time Employee in a continuing Position and has completed the two (2) year probationary period;
  - 1.3.2 **“Adjunct Employee”** is a part-time Employee in a continuing Position working between fifty (50) to one hundred (100) percent of a full time instructional load and has completed the two (2) year probationary period;
  - 1.3.3 **“Term Certain Employee”** is a full time or part time Employee contracted for a specified term;
  - 1.3.4 **“Probationary Employee”** is a full time or part time Employee in a continuing Position that has not completed probation;
  - 1.3.5 **“Casual Employee”** is a part time Employee without a continuing Position paid on a Casual basis and working up to fifty (50) percent of a full time instructional load in a given term to a maximum of 50% of an annual workload of a continuing Employee as per 1.3.1 (effective July 1, 2005);
  - 1.3.6 By mutual agreement between the Board and the LCCFA, a Casual Employee may be granted a workload beyond fifty (50) percent;
  - 1.3.7 Subject to article 6 “Termination, Redundancy, and Discipline of Academic Staff Member”, a Position and/or an Employee may be reclassified between Casual and Term Certain, during an academic year.
- 1.4 **“Administrator”** for each academic Program Cluster shall mean one of:
  - 1.4.1 an appropriate Vice-president, or
  - 1.4.2 Dean or Team Leader, or
  - 1.4.3 another academic person (not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association.
- 1.5 **“Board”** shall mean the Board of Governors of Lethbridge Community College;

- 1.6 "**Collective Agreement**" shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Section 21 of this Agreement;
- 1.7 "**College**" shall mean the Lethbridge Community College and, where the context requires, the Board of Governors of the Lethbridge Community College;
- 1.8 "**Faculty Association**" or "**LCCFA**" shall mean the Academic staff association as established or continued under Section 85 of the Post Secondary Learning Act;
- 1.9 "**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           |
- 1.10 "**Program Cluster**" is defined as an academic unit consisting of a group of academic programs or services under the direction of an Administrator;
- 1.11 "**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 16.6 "General Holidays".

## 2 TERM AND GENERAL CONDITIONS

- 2.1 This Agreement shall remain in force for a period of three years, from July 1, 2004 to June 30, 2007, 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 Employees 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 or Employee 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 the 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,
  - 2.6.1.8 email address.
- 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 Academic Staff 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 Alberta Colleges Institutes Faculty Association (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 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 College 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 totaling 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 Administrator, 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 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 or academic 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;
- 4.1.7 the College may add to any selection and evaluation committee one or two student representatives as appropriate.
- 4.2 Academic Staff Members appointed to a Selection and Evaluation Committee, will normally be Continuing Employees or Adjunct Employees.
- 4.3 For the selection and evaluation of Term Certain and Casual Positions, 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 INITIAL AND CONTINUING APPOINTMENT OF EMPLOYEES TO ACADEMIC POSITIONS**

- 5.1 Initial appointment will be made on the recommendation of the Selection and Evaluation Committee and approved by the College 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. (as per Article 12 and Appendix A)
  - 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 College 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 Collective Agreement in hard copy or access to an electronic copy. This information will be included 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 College President.
- 5.3.3 The Selection and Evaluation Committee recommendation to the College 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 Employee'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 Employees and Adjunct Employees appointed 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 Employee", 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 BEYOND NORMAL PLACEMENT**
- 5.9.1 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:
- 5.9.1.1 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;
- 5.9.1.2 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.

## **5.10 ONGOING AND FUTURE DETERMINATION OF ADJUNCT POSITION STATUS**

The following guidelines will be used to determine when it is appropriate to convert an Adjunct Position to a Continuing Position.

- 5.10.1 Each Centre will review their current Adjunct Positions based upon the following criteria:
  - 5.10.1.1 the subject area is core to their curriculum needs;
  - 5.10.1.2 the curriculum cluster of courses or subjects matter is appropriate assignment for a Position;
  - 5.10.1.3 the curriculum cluster or courses is not predicated on an incumbent's skill set;
  - 5.10.1.4 the Position requirements including the educational qualifications and/or the experiential needs are consistent with the program area;
  - 5.10.1.5 there has been a full instructional workload on the above basis for at least three (3) years;
  - 5.10.1.6 there is a reasonable belief that there will be an ongoing full instructional workload for the foreseeable future;
  - 5.10.1.7 there is a reasonable belief that there are neither funding nor curriculum changes in the foreseeable future that would adversely affect the Position;
  - 5.10.1.8 the Centre's plan for its staffing model includes a role for Continuing Employee(s).
- 5.10.2 Upon conversion of the Adjunct Position to a Continuing Position, the incumbent, if any, will be appointed to the newly converted Position subject to satisfactory past performance, and meeting the required qualifications of the Position within a reasonable time period, if appropriate. The incumbent will not be subjected to the probationary requirement.
- 5.10.3 Each Centre will submit their recommendations for conversion of any Adjunct to Continuing academic Positions with their annual budget.

## **6 TERMINATION, REDUNDANCY, AND DISCIPLINE OF ACADEMIC STAFF MEMBERS**

### **6.1 TERMINATION OF PROBATIONARY, TERM CERTAIN OR CASUAL EMPLOYEES**

These categories of Academic Staff Members 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 EMPLOYEE**

The employment of a Continuing or Adjunct Employee 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;
- 6.2.4 resulting from the provisions outlined under Section 6.3, "Redundancy of a Continuing Position";
- 6.2.5 Resulting from action following Section 6.4, "Discipline".

## **6.3 REDUNDANCY OF A CONTINUING OR ADJUNCT ACADEMIC POSITION**

- 6.3.1 Where redundancy is determined in a program cluster having more than one continuing Position, the following considerations will be taken into account:
  - 6.3.1.1 the ability, qualifications and experience of the incumbents to these Positions within the Program Cluster as related to the work which remains to be done;
  - 6.3.1.2 the evaluation of incumbents' Performance Appraisal Summaries which have accumulated over the years;
  - 6.3.1.3 the incumbent having the least amount of seniority as per section 18.0 shall be considered redundant providing other things are relatively equal in regard to considerations 6.3.1.1 through 6.3.1.2.

- 6.3.2 When a continuing Academic Employee is determined to be redundant by the Administrator to whom the Employee reports, the Vice-president Curriculum and Instruction if in agreement, shall send a written recommendation, with reasons, to the College President declaring the Academic Staff Member redundant. In making a recommendation to the College President, the Vice President Curriculum and Instruction shall consider opportunities for the retention and/or reassignment of the Academic Staff Member., A copy of this recommendation will be forwarded to the President of the Faculty Association.
- 6.3.3 If the College President finds the Position to be redundant, the College President shall recommend the redundancy to the Board, whose decision will be final.
- 6.3.4 If the Board finds the Academic Position to be redundant, the Board shall give the incumbent 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;
- 6.3.4.2.2 three months' salary, whichever is greater, except;
- 6.3.4.2.3 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 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 declared redundant under article 6.3.3 shall be recalled to any vacant Position or offered any available work for which the individual has the ability, experience and qualification to perform the required duties. This right of recall shall exist for a twelve (12) month period from the effective date of redundancy.
- 6.3.7 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 a Continuing 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.
- 6.3.8 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.
- 6.3.9 In declaring redundancy within a given Program Cluster, the following shall be the sequence for terminating Employees by Position: Casual, Term Certain, Probationary Adjunct, Probationary Continuing, Adjunct, and Continuing. The redundancy is subject to the condition that the Staff Member(s) who are retained are qualified and capable of fulfilling the duties remaining.
- 6.3.10 The Employee declared redundant shall endeavour to obtain an alternate Position in another program cluster through consultation with the College and by applying for available vacancies.

#### **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 APPLICATION OF AGREEMENT

All sections of the collective agreement apply to all Academic Staff Members except for the exclusions noted below and/or where otherwise indicated.

	Does not apply to Adjunct	Does not apply to Term Certain	Does not apply to Casual
<b>Section 6.2 “Termination of Continuing or Adjunct Employee”</b>		X	X
<b>Section 6.3 “Redundancy of a Continuing Employee”</b>		X	X
Section 6.3.4.1 (severance)	X	X	X
Section 6.3.4.2 (special projects)	X	X	X
Section 6.3.5 (special project list)	X	X	X
Section 6.3.6 (recall)		X	X
Section 6.3.7 (repayment)	X	X	X
Section 6.3.8 (service credit)		X	X
Section 6.3.10 (alternate Position)		X	X
<b>Section 14 “Academic Year”</b>			X
<b>Section 15 “Benefits”</b>			X
<b>Section 16 “Leave for Academic Staff Members”</b>			X
<b>Section 17 “Faculty Development and Educational Assistance”</b>			
Section 17.4 (Sabbatical)		X	X
Section 17.5 (Work Experience)		X	X
Section 17.6 (Special Projects)		X	X
Section 17.8 (Individual PD)		X	X
Section 17.11 (ICP)		X	X
Section 17.13 (College courses)		X	X
<b>Section 18 “Lateral Transfers”</b>		X	X

## **8 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 Administrator. 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:
  - 8.4.3.1 the summary of the circumstances giving rise to the grievance;
  - 8.4.3.2 the provision(s) of the Agreement considered violated; and;
  - 8.4.3.3 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 College President (or designee).
- 8.5.2 The Faculty Association, if not satisfied with the reply at Level 1, shall within fifteen (15) days of receipt of that decision, submit the grievance in writing to the College 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:
- 8.6.6.1 request the attendance of any witness it deems necessary;
  - 8.6.6.2 keep a record of the proceedings;
  - 8.6.6.3 request access to any documents or other materials relating to the dispute;
  - 8.6.6.4 correct any typographical error or omission in the Agreement or any previous award;
  - 8.6.6.5 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:
- 8.10.6.1 hearing representations from the parties;
  - 8.10.6.2 mediating between the parties;
  - 8.10.6.3 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:
- 8.10.8.1 settlement of the grievance according to terms agreed by the parties during the mediation process;
  - 8.10.8.2 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 NOT ASSIGNED**

## **10 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 or Administrator.

- 10.2.2 The Vice President, or Administrator 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 AND ADJUNCT EMPLOYEES**

- 10.4.1 Each Continuing and Adjunct Employee 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 TERM CERTAIN EMPLOYEES**

- 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 CASUAL EMPLOYEES**

- 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 Employees, subject to the written approval of the Staff Member's Administrator.

- 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 Administrator. 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 Administrator 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 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 nonacademic staff representative, the student representative or the College 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 College President, the Administrator responsible for the Academic Staff Member, and a senior academic Administrator appointed by the College President represents the Administration appointment to the Committee. The College President may appoint a designate to sit in his place. This membership will apply to all activity of the Professional Standards Committee. The Administrator responsible for the Academic Staff Member concerned will not sit on the committee and an alternate academic Administrator appointed by the College 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 11.3.5, "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 12.5, "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 College President or the Board. A complaint may be referred to the Professional Standards Committee by the Academic Staff Member involved, the Board, the College 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 College 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 REMUNERATION FOR ACADEMIC STAFF MEMBERS

### 12.1 SALARY GRIDS: CONTINUING, ADJUNCT AND TERM CERTAIN EMPLOYEES

- 12.1.1 An Adjunct and/or Term Certain Employee compensation is based upon their assigned workload up to a 100% pro-rated to the grids below.
- 12.1.2 The following are annual salary grids including vacation pay effective July 1, 2004:

2004-2005								
LEVEL	A	B	C	D	E	F	F1	G
0	35,660	37,711	39,927	42,302	45,676	47,372	49,525	51,678
1	37,424	39,509	41,767	44,177	47,611	49,339	51,492	53,644
2	39,185	41,305	43,606	46,052	49,545	51,309	53,459	55,610
3	40,950	43,103	45,446	47,928	51,481	53,276	55,427	57,577
4	42,713	44,899	47,286	49,804	53,416	55,245	57,395	59,546
5	44,476	46,697	49,125	51,680	55,349	57,213	59,362	61,512
6	46,240	48,493	50,966	53,555	57,285	59,182	61,329	63,478
7	48,003	50,290	52,805	55,431	59,218	61,150	63,297	65,445
8	49,766	52,086	54,645	57,307	61,154	63,117	65,265	67,411
9	51,531	53,883	56,483	59,183	63,088	65,085	67,232	69,377
10	53,293	55,681	58,323	61,058	65,023	67,054	69,200	71,347
11	55,057	57,476	60,162	62,934	66,959	69,022	71,167	73,313
12	56,819	59,271	62,001	64,810	68,894	70,991	73,136	75,279
13	58,583	61,068	63,840	66,686	70,830	72,961	75,104	77,245
14	x	x	x	x	x	74,932	77,071	79,211

12.1.3 The following are annual salary grids including vacation pay effective July 1, 2005:

2005-2006								
LEVEL	A	B	C	D	E	F	F1	G
0	37,176	39,314	41,624	44,100	47,617	49,385	51,630	53,874
1	39,015	41,188	43,542	46,055	49,634	51,436	53,680	55,924
2	40,850	43,060	45,459	48,009	51,651	53,490	55,731	57,973
3	42,690	44,935	47,377	49,965	53,669	55,540	57,783	60,024
4	44,528	46,807	49,296	51,921	55,686	57,593	59,834	62,077
5	46,366	48,682	51,213	53,876	57,701	59,645	61,885	64,126
6	48,205	50,554	53,132	55,831	59,720	61,697	63,935	66,176
7	50,043	52,427	55,049	57,787	61,735	63,749	65,987	68,226
8	51,881	54,300	56,967	59,743	63,753	65,799	68,039	70,276
9	53,721	56,173	58,884	61,698	65,769	67,851	70,089	72,326
10	55,558	58,047	60,802	63,653	67,786	69,904	72,141	74,379
11	57,397	59,919	62,719	65,609	69,805	71,955	74,192	76,429
12	59,234	61,790	64,636	67,564	71,822	74,008	76,244	78,478
13	61,073	63,663	66,553	69,520	73,840	76,062	78,296	80,528
14	x	x	x	x	x	78,117	80,347	82,577

12.1.4 The following are annual salary grids including vacation pay effective July 1, 2006:

2006-2007								
LEVEL	A	B	C	D	E	F	F1	G
0	38,663	40,887	43,289	45,864	49,522	51,360	53,695	56,029
1	40,576	42,836	45,284	47,897	51,619	53,493	55,827	58,161
2	42,484	44,782	47,277	49,929	53,717	55,630	57,960	60,292
3	44,398	46,732	49,272	51,964	55,816	57,762	60,094	62,425
4	46,309	48,679	51,268	53,998	57,913	59,897	62,227	64,560
5	48,221	50,629	53,262	56,031	60,009	62,031	64,360	66,691
6	50,133	52,576	55,257	58,064	62,109	64,165	66,492	68,823
7	52,045	54,524	57,251	60,098	64,204	66,299	68,626	70,955
8	53,956	56,472	59,246	62,133	66,303	68,431	70,761	73,087
9	55,870	58,420	61,239	64,166	68,400	70,565	72,893	75,219
10	57,780	60,369	63,234	66,199	70,497	72,700	75,027	77,354
11	59,693	62,316	65,228	68,233	72,597	74,833	77,160	79,486
12	61,603	64,262	67,221	70,267	74,695	76,968	79,294	81,617
13	63,516	66,210	69,215	72,301	76,794	79,104	81,428	83,749
14	x	x	x	x	x	81,242	83,561	85,880

effective July 1, 2004:

			<b>A</b>	<b>D</b>	<b>F</b>
			Less than	4 years	6 years
Level	2004/2005	Hourly Rates	4 years training	Training	Training
1	Minimum		51.87	61.87	69.49
2	After 3 terms		54.58	64.74	72.50
3	After 6 terms		57.27	67.61	75.51
4	After 9 terms		59.98	70.47	78.51
5	After 12 terms		62.66	73.35	81.51
6	After 15 terms		65.36	76.23	84.52

pay

			Less than	4 years	6 years
			4 years training	Training	Training
Level	2005/2006	Hourly Rates	4 years training	Training	Training
1	Minimum		54.07	64.50	72.44
2	After 3 terms		56.90	67.49	75.58
3	After 6 terms		59.70	70.48	78.72
4	After 9 terms		62.53	73.46	81.85
5	After 12 terms		65.32	76.47	84.97
6	After 15 terms		68.14	79.47	88.11

			Less than	4 years	6 years
			4 years training	Training	Training
Level	2006/2007	Hourly Rates	4 years training	Training	Training
1	Minimum		56.23	67.08	75.34
2	After 3 terms		59.18	70.19	78.60
3	After 6 terms		62.09	73.30	81.87
4	After 9 terms		65.03	76.40	85.12
5	After 12 terms		67.93	79.53	88.37

### 12.3 SALARY PLACEMENT

- 12.3.1 All new Continuing, Probationary, Adjunct and Term Certain Employees will be placed on the appropriate salary grid as per 12.1, based on their academic training and experience as determined by 12.3.3, 12.3.4 and 12.3.6 below;



- 12.3.2 All new Academic Staff Members instructing as a Casual Employee, will be placed on the appropriate salary grid as per 12.2, based on their academic training and experience as determined by 12.3.3, 12.3.4 and 12.3.6 below and their initial placement will be at level 1;
- 12.3.3 Academic Employees category definitions (non Trades).
- 12.3.3.1 Category A: All Academic Employees with less than two years training.
  - 12.3.3.2 Category B: All Academic Employees with two years training.
  - 12.3.3.3 Category C: All Academic Employees with three years training.
  - 12.3.3.4 Category D: All Academic Employees with four years training.
  - 12.3.3.5 Category E: All Academic Employees 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.
  - 12.3.3.6 Category F: All Academic Employees 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.
  - 12.3.3.7 Category F1: All Academic Employees who have two (2) earned Masters degrees from recognized universities.
  - 12.3.3.8 Category G: An earned Doctorate degree from a recognized university.
- 12.3.4 Category definitions for Academic Employees instructing in Trades programs having a base workload of 649 hours.
- 12.3.4.1 Category A: All Academic Employees with less than two years training.
  - 12.3.4.2 Category B: All Academic Employees with a Journeyman certificate.
  - 12.3.4.3 Category C: All Academic Employees with a Journeyman certificate and one additional year of training.
  - 12.3.4.4 Category D: All Academic Employees with a Journeyman certificate and two additional years of training.
  - 12.3.4.5 Category E: All Academic Employees with a Journeyman certificate and three additional years of training.
  - 12.3.4.6 Category F: All Academic Employees with a Journeyman certificate and four additional years of training or who have an earned Masters degree.

- 12.3.4.7 Category F1: All Academic Employees who have two (2) earned Masters degrees from recognized universities
- 12.3.4.8 Category G: An earned Doctorate degree from a recognized university.
- 12.3.4.9 Each additional Journeyman certificate will equal one year of training.
- 12.3.5 The courses offered under the "Instructional Certificate Program" will be recognized as university training.
- 12.3.6 Experience and training will be assessed in accordance with 12.3.2, 12.3.3 and Board policy as attached in Appendix A.

## **12.4 INCREMENT**

- 12.4.1 All Continuing, Probationary and Adjunct and Term Certain Employees 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.
- 12.4.2 All Continuing, Probationary and Adjunct and Term Certain Employees 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.
- 12.4.3 Casual Employees 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.
- 12.4.4 Absences due to unusual circumstances will be considered on their merits by the Professional Standards Committee.
- 12.4.5 The accumulation of terms required to move an Academic Staff Member's placement on the Casual salary grid beyond level 3 will not begin until July 1, 2001.

## **12.5 ADDITIONAL TRAINING**

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 12.6, "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.

## 12.6 SALARY ADJUSTMENTS FOR PROBATIONARY, CONTINUING, TERM CERTAIN AND ADJUNCT EMPLOYEES

- 12.6.1 Sections 12.6.2, 12.6.3, 12.6.4, and 12.6.5 apply only to Adjunct, Probationary, Term Certain, and Continuing Employees.
- 12.6.2 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.
- 12.6.3 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:
- 12.6.3.1 termination,
  - 12.6.3.2 leave of absence without pay,
  - 12.6.3.3 assisted leave on reduced pay,
  - 12.6.3.4 or for any other reason except under Section 16.1, "Sick Leave."
- 12.6.4 The following calculations will be used to determine the amount which is owing to the Academic Staff Member or to the College.
- 12.6.4.1 In respect of Academic Staff Members required to provide 38 weeks of assigned service.
- $$\frac{AS \times NDC}{38 \times 5} - AP$$
- Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP= amount already paid during the current contract year.
- 12.6.4.2 In respect of Academic Staff Members required to provide 43 weeks of assigned service.
- $$\frac{AS \times NDC}{43 \times 5} - AP$$
- Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP= amount already paid during the current contract year.

12.6.5 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.

12.6.6 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.

12.6.6.1 In respect of an Academic Staff Member required to provide 38 weeks of assigned service.

$$\frac{AS \times NDC}{38 \times 5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

12.6.6.2 In respect of an Academic Staff Member required to provide 43 weeks of assigned service.

$$\frac{AS \times NDC}{43 \times 5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

## **12.7 CALCULATION OF EXTRA REMUNERATION FOR ACADEMIC STAFF MEMBERS**

12.7.1 An Academic Staff Member required to have assignable work beyond 38 weeks will be paid on a daily rate calculated as follows:

$$\frac{AS \times NDC}{38 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the Academic Staff Member.

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays.

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

$$\frac{AS \times NDC}{43 \times 5}$$

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

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays.

## 12.8 REMUNERATION FOR PROGRAM LEADERS

- 12.8.1 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 Employees.
- 12.8.2 The above stipends and/or release time for the Program Leaders shall be determined by the appropriate Administrator, in consultation with the appropriate program(s) faculty, prior to the competition and/or appointment.

## 13 WORKLOAD

- 13.1 The Administrator in consultation with all Academic Staff Members 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 College 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 COUNSELLORS WORKLOAD**

The Administrator, 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 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 BENEFITS FOR ACADEMIC STAFF MEMBERS**

Effective January, 2005

### **15.1 CONTINUING, ADJUNCT AND PROBATIONARY EMPLOYEES**

- 15.1.1 The College will pay 100 percent of the Group Life Insurance (current maximum is \$300,000), Accidental Death and Dismemberment premiums and Extended Health Care premiums for Continuing and Probationary Employees.
- 15.1.2 The College will pay 80% of the Dental plan premiums for Continuing and Probationary Employees.
- 15.1.3 The College will pay a proportional percent of the premium costs contained in 15.1.1 and 15.1.2 for Adjunct Employees. The College proportional portion of the premium will be equal to the annual percent of workload times the rates described in 15.1.1 and 15.1.2.
- 15.1.4 Group Life/AD&D.....100% x % instructional workload
- 15.1.5 Extended Health.....100% x % instructional workload
- 15.1.6 Dental.....80% x % instructional workload
- 15.1.7 Continuing, Adjunct and Probationary Employees will pay 100% of the cost of Alberta Health Care and Long Term Disability premiums.

### **15.2 TERM CERTAIN EMPLOYEES–** The College shall pay the following portions of the premium costs of benefit plans applicable to these Employees:

- 15.2.1 Group Life/AD&D..... 75%
- 15.2.2 Extended Health..... 75%
- 15.2.3 Dental..... 80%

- 15.3 The College and all Continuing, Adjunct and Probationary Employees shall participate in the Local Authorities Pension Plan or its equivalent.
- 15.4 Term Certain Employees may opt to participate in the Local Authorities Pension Plan. Eligibility and participation subject to Local Authorities Pension Plan regulations.

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 Changes to coverage by either party must be mutually agreeable.

## **16 LEAVES FOR ACADEMIC STAFF MEMBERS**

**16.1 SICK LEAVE** - The College shall provide a short term disability plan covering short-term illness for all Probationary, Continuing and Adjunct Employees. The provisions of the plan are contained in the Board's Short Term Disability plan. The College will not alter the provisions of the Short Term Disability plan without mutual agreement of both parties.

16.1.1 Normal salary will be paid for a maximum of 105 calendar days per year to Academic Employees who are unable to continue their duties because of illness.

16.1.2 Copy of the Short term disability plan (available via intranet) shall be made available to all Academic Employees.

16.1.3 The College shall contract for a long term disability plan as administered by the insurance carrier that provide benefits after the short term sick leave of a maximum of 105 calendar days per year, as administered by the insurance carrier.

16.1.4 If so required by the Human Resources Office, an Academic Employee 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.

### **16.2 UNASSISTED LEAVES**

16.2.1 A Continuing or Adjunct Employee 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 Employees 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 Employee 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 During the period of approved leave of absence without pay, a Continuing or Adjunct Employee 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.
- 16.2.4 During the period of approved leave of absence without pay, a Continuing or Adjunct Employee 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 Employee must elect to continue participation in all of these plans, or none of them.
- 16.2.5 If at any time the Continuing or Adjunct Employee 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 Employee has returned to work.
- 16.2.6 No other benefits will be available to a Continuing or Adjunct Employee during an approved leave of absence without pay.
- 16.2.7 An Employee 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 Staff 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 Position," 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** – An Academic Staff 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 an Academic Staff 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 LEAVE**

16.5.1 Compassionate Leave will be granted to an Academic Employee 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:

16.5.1.1 a spouse,

16.5.1.2 a parent, parent-in-law, grandparent, or grandchildren, '

16.5.1.3 a son, daughter, brother, sister or the husband or wife to any of them,

16.5.1.4 a Step family including step grand parent, and children.

16.5.2 The Academic Employee'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, Family Day, Good Friday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day

## **17 FACULTY PROFESSIONAL DEVELOPMENT**

### **17.1 PROFESSIONAL DEVELOPMENT EXPECTATIONS**

17.1.1 Minimum Qualifications - 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.

17.1.2 On-going Development - Each Academic Staff Member is expected to keep current in his discipline and to use appropriate instructional and learning techniques. Each Member is responsible for taking the initiative in keeping current through professional readings, industrial contacts, professional associations and other forms of information exchanges. The 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 subsection 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 Member or the College President, or the non-academic staff member 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 College President. The College 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 Employees' 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, 2004 to June 30, 2007, 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 Employees 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 subsection 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 Employees 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 subsections 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 Academic Staff 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, 2004 to June 30, 2007 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 Employees 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 or assistance must be made in writing to the Chairman of the Faculty Professional Development Committee and received no later than February 1 of the preceding Academic Year.
- 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:

number 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:

17.6.2.1 for ongoing projects, such as alternative Masters Graduate studies, applications must be received no later than February 1 for the next Academic Year (i.e. February 1, 2006 for 2006-2007);

17.6.2.2 for all other Special Professional Development Projects applications must be received no later than the first of the month prior to when the activity occurs.

**17.7 CASUAL AND TERM CERTAIN EMPLOYEE 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 Casual and Term Certain Employees.
- 17.7.2 Casual and Term Certain 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 subsections 17.10, "Reallocation of Unused Funds".
- 17.7.3 Casual and Term Certain 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 Employees 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, 2004 to June 30, 2007 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 Employees.
- 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:

- 17.10.1.1 sub-section 17.4 “Sabbatical Leaves for Faculty Development and Educational Assistance”,
- 17.10.1.2 sub-section 17.5 “Professional Experience Leave”,
- 17.10.1.3 sub-section 17.6 “Special Professional Development Projects”,
- 17.10.1.4 sub-section 17.7 “Casual And Term Certain Employee 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:

- 17.10.2.1.1 sub-section 17.4 “Sabbatical Leaves for Faculty Development and Educational Assistance”,
- 17.10.2.1.2 sub-section 17.5 “Professional Experience Leave”,
- 17.10.2.1.3 sub-section 17.6 “Special Professional Development Projects”.

17.10.2.2 Up to \$20,000 going to subsection 17.7 “Casual and Term Certain 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 The **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 B.

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, Probationary and Adjunct Employees 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 LATERAL TRANSFERS**

Where an Academic Employee applies for and is granted a transfer from one Program Cluster to another, or to a new Cluster, or the Academic Employee is transferred as a result of the redefinition of Program Cluster as per Article 9, the Academic Employee's seniority in all clusters shall be combined for the purpose of Section 6.0, "Termination, Dismissal and Redundancy" in the event of subsequent redundancy.

## **19 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 TEMPORARY ADMINISTRATIVE APPOINTMENTS**

An Academic member may by mutual agreement between the Academic Staff Member and the College President be appointed by the College 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 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 MODIFICATION OF AGREEMENT**

On or before the December 1, 2006 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, 2007. Thereupon the parties shall attempt to negotiate a mutually satisfactory modification of this Agreement.

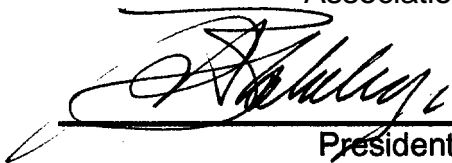
## **22 COMPULSORY ARBITRATION**

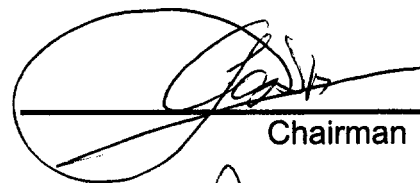
- 22.1 In the event that a notice has been sent pursuant to Section 21 “Modification of this Agreement” and no agreement is reached by negotiation prior to the first day of April, 2007, either of the parties may notify the other party in writing of its desire to submit the difference to Arbitration in 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 29 day of April A.D. 2005


Lethbridge Community College Faculty  
Association

Lethbridge Community College Board Of  
Governors


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairman

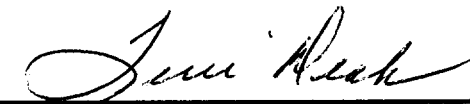
  
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Chairperson, Negotiations

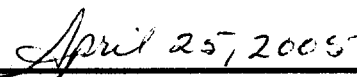
  
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President

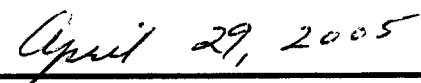
  
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Negotiations Committee Member

  
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Chairman, Negotiations

  
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Date

  
\_\_\_\_\_  
Date

## APPENDIX “A”

### 5.3.5 Guidelines for Evaluation of Training and Experience - Official Policy 5019 Experience

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

## b) General Criteria

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

2) Where an instructor presents more than one program of preparation for Evaluation and the content of one overlaps the content of another, as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.

3) Accreditation by Canadian Professional Associations may be accepted an equivalent to a specified 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-evaluatedfor 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 instructorwith 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.

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## APPENDIX "B"

### INSTRUCTIONAL CERTIFICATE PROGRAM

#### B.1 Requirements and Administration

B.1.1 Incoming Probationary, Adjunct and Continuing Employees 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.

B.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.

B.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.

B.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.

B.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.

B.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.

B.1.7 An Academic staff member who does not complete the program within the time frame outlined in sub-section B.1 or who do not progress at the minimum rate described in sub-section B.6 shall be subject to the following restrictions. (Progress will be reviewed as of June 30 each year.)

B.1.7.1 For an Academic staff member not at a vertical grid maximum, his



- salary grid placement shall be frozen.
- B.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.
- B.1.7.3 When progress has caught up to the minimum required, the restrictions referred to in sub-sections B.1.7.1 and B.1.7.2 shall be withdrawn.
- B.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.
- B.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 12.5 "Additional Training" and the policy on "Evaluation of Training and Experience," contained in Appendix A. However, courses in this program shall not be used for credit beyond Category "E" of the salary grid.
- B.1.10 Academic staff employed prior to July 1, 1981:
- B.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
- B.1.10.2 shall receive credit for courses completed in the program in accordance with sub-section 12.3.5, and
- B.1.10.3 shall at no time be subject to the restrictions of sub-section B1.7.
- B.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 12.3.5 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.

- B.1.12A 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.
- B.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.
- B.2 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.
- B.2.1 The College is committed to Quality Instructional theory and practices.
- B.2.2 The College acknowledges that Quality Instructional theory and practices may be acquired through a variety of means.
- B.2.3 The ICP requirements can be met in any one of the following ways:
- B.2.3.1 Credit(s) will be given for evidence of demonstrated outcomes (PLA);
- B.2.3.2 University course work may be undertaken in lieu of ICP B.2.3.3 University programs (example M. Ed) may be undertaken in lieu of ICP;
- B.2.3.3 Completing the ICP program in a conventional manner B.2.3.5 Individualized program may be developed in conjunction with the Faculty Professional Development Committee.
- B.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.
- B.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, spread sheets, 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.

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