

COLLECTIVE AGREEMENT

THIS AGREEMENT MADE this day of 1996.

BETWEEN:

THE COLLEGE BOARD OF RED DEER COLLEGE

(hereinafter called "The Board")

OF THE FIRST PART

AND:

THE FACULTY ASSOCIATION OF RED DEER COLLEGE

(hereinafter called "The Association")

OF THE SECOND PART

SINCE THESE PARTIES are required by The Colleges Act to enter an agreement respecting terms and conditions of employment and other associated matters;

THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and agreements hereinafter contained, including Appendix A and Appendix B, the parties covenant and agree together as follows:

Red Deer College

Chairman, Board of Governors

Chairman, Board Negotiations

Red Deer College Faculty Association

Co-chairman, Faculty Negotiations

Co-Chairman, Faculty Negotiations

TABLE OF CONTENTS

ARTICLE		PAGE
	Definitions	I-III
I	Length of Agreement	1
II	Persons Covered by this Agreement	2
III	Probation	3
IV	Sessional and Replacement Sessional Appointments	6
V	Workload.....	8
	.2 Instructional Staff	8
	.3 Instructional Staff (Trades and Technology Programs).....	10
	.4 Non-Instructional Staff	12
	.5 Workload	13
	.6 Recognition of Other Duties	13
	.7 Workload Appeals	14
VI	Reassignment of Continuous Members	15
VII	Salaries	18
	.2 Grids	
	- July 1, 1995 - December 31, 1995	19
	- January 1, 1996 - June 30, 1997	20
	- July 1, 1997 - June 30, 1998.....	21
	.3 Placement in Grades	22
	.4 Placement on Step	23
	.5 Faculty Evaluation.....	23
	.6 Advancement of Step.....	24
	.7 Advancement in Grades	25
VIII	Health Care Insurance	26
IX	Insurance Policies.....	27
X	Vacations.....	28
	.1 Statutory Holidays.....	28
	.2 Time of Vacations	29

ARTICLE	PAGE
XI	Leaves from College 30
.1	Sick Leave and Long Term Disability Benefits 30
.2	Maternity Leave 31
.3	Paternity/Adoption Leave 33
.4	Compassionate Leave 33
.5	Long Term Leaves of Absence..... 34
.6	Deferred Salary Leave 34
.7	Other Leave..... 35
.8	General..... 35
.9	Rehabilitation Leave 35
XII	Professional Development 37
.3	Sabbatical Leaves 37
XIII	Tuition Free Classes 40
XIV	Retirement 41
XV	Management Rights..... 42
XVI	Summary Suspensions 43
XVII	Suspension Pending Further Action 44
.2	Procedures Governing Dismissal of a Continuous Member..... 44
XVIII	Provisions for Payment of Salary and Severance Allowance at Dismissal..... 47
XIX	Grievance Procedure 48
XX	Continuity 51
XXI	Letters of Reprimand..... 52

ARTICLE	PAGE
XXII Continuous Part-Time Members.....	53
.1 Continuous Part-Time Status.....	53
.2 Pro-Rata Application.....	53
.3 Application Procedures.....	53
.4 Approval or Non-Approval.....	53
.5 Renewal.....	53
.6 Expiration of Continuous Part-Time Status.....	54
.7 Reassignment.....	54
.8 Continuous Member's Election.....	55
.9 Salary.....	55
.10 Benefits and Insurance.....	55
.11 Vacation.....	56
.12 Leaves of Absence.....	56
.13 Professional Development.....	56
.14 Tuition Free Classes.....	56
.15 Sessional Ratio.....	56
Appendix "A" Negotiating Procedures.....	57
Appendix "B" Continuous Appointment Appeal Process.....	60
Letters of Understanding	
Benefits Advisory Committee.....	62
Capital Facilities Development Committee.....	63
Express or Spring/Summer Teaching.....	64

For the purpose of this Collective Agreement the following definitions shall apply:

- Administration - shall include the members designated by the Board as "Senior Administrators", or specific individuals therein as context may require.
- Agreement - shall refer to the Collective Agreement negotiated and agreed upon by the Board of Governors and the Faculty Association of Red Deer College.
- Association - shall mean the Faculty Association of Red Deer College or its designated representative(s) as applicable.
- Base Salary - shall mean the individual academic staff member's grid placement annual salary.
- Board - shall refer either to the Board of Governors of Red Deer College or its designated representative(s) as applicable.
- Chief Academic-Officer shall mean the Academic Vice-President of Red Deer College.
- Board/Faculty Professional Development Committee - the Committee will be composed of two administrators, as designated by the President, one of whom will be the Chairman of the Committee, and four continuous appointment members of the Red Deer College Faculty Association's Professional Development Committee (the latter four members shall serve a term of two years).
- Board/Faculty Professional Standards Committee - the Committee will be composed of three administrators, as designated by the President, and three continuous appointment members of the Red Deer College Faculty Association's Professional Standards Committee, including the Chairman thereof (the latter three members shall serve a term of two years).
- Continuous Appointment Committee - The Committee will be composed of a member of the Faculty Association, designated by the Executive and who holds a continuous appointment, the Chairman of the Faculty Association's Professional Standards Committee, the Academic Vice-President, and a member of Administration appointed by the President.
- Conditional Continuous Appointment - An academic staff member possessing a contract subject to the qualifications in Article III.5.b is deemed to possess a conditional continuous appointment contract.
- Continuous Appointment - An academic staff member employed and so designated by the Board on Appointment..... an ongoing continuous basis, subject to the provisions of Article III, is deemed to possess a continuous appointment contract.

- Continuous Member - A member whose probationary period is completed and who is employed on a Continuous Appointment contract or a conditional continuous appointment contract as specified in Article II and III.

- Continuous Part-Time Member - Shall mean a Continuous Member who is employed by the Board pursuant to the provisions of Article XXII.

- Contract - any period during the currency of this Agreement, commencing July 1 and ending June 30 next following.

- Credit Course - a course which is accepted as a part of an academic program at the College.

- Dismissal Hearing Committee - This committee shall consist of the Chairman of the Faculty Professional Standards Committee, who shall be Chairman and non-voting, three (3) academic staff members appointed by the President of the Faculty Association and three (3) members of administration appointed by the President of the College.

- Division - an instructional program unit, composed of a number of departments, or other administrative units of the College, as designated by the Board.

- Executive - shall mean the Executive Board of the Faculty Association of Red Deer College as designated in the Association's By-Laws.

- Full-Time Members - Full-time members include probationary, continuous, conditional continuous, sessional and replacement sessional members.

- Gross salary - salary plus overload pay for credit courses.

- Industrial & Technical Training Management Committee - The Committee will be composed of the Director of Community Education, Program Co-ordinator for Industrial and Technical Training, Chairperson of Apprenticeship Training, Dean of Business, Trades & Technology, and three representatives appointed by the Dean of Business, Trades and Technology.

- Instructional - The actual length of an instructional hour varies depending on the type of Hour
class and on the day and time the class is scheduled, for example: 50 minute periods equal one instructional hour; eighty minute periods equal one and one half instructional hours; 2 hour and 50 minute periods equal three instructional hours. In all cases, instructional hours refer to the time one instructor meets with a scheduled class of students. Practica (and some labs) are recognized exceptions to the above, and in such cases, instructional hours are assigned departmentally in consultation with the Dean.

Cont. . .

- President - shall signify the President of Red Deer College or his designate.
- Probationary Member - those members employed by the Board on a probationary contract as specified in Article III.
- Replacement Sessional Member - Those members employed for a term-certain period and carrying a full workload for a period of at least four (4) months, but not exceeding two (2) years, who are replacing Continuous Appointment members on sabbatical leaves, long-term leaves, deferred salary leaves, maternity leaves, paternity leaves, members on long term disability, and members replacing faculty members who have accepted an administrative position (during the probation period of the administrative position only).
- Sessional Member - those members employed for a term-certain period and carrying a full workload for a period of time as specified in Article IV.1.1.
- Term - shall mean one of the following instructional periods:
- a) Fall - September through December
 - b) Winter - January through April
 - c) Spring - May through June
 - d) Spring/Summer - May through July
- The Fall (Sept. - Dec.) and Winter (Jan.-Apr.) are fifteen (15) weeks in duration.
- Workload Appeal Committee - the Workload Appeal Committee shall consist of one (1) nominee from The Faculty, one (1) nominee from Administration, and one (1) voting chairman selected by the two (2) nominees. No member of the Workload Appeal Committee shall have been involved in the workload decisions that are under appeal.
- If, within two (2) days, the nominees are unable to agree upon a chairperson, a request shall be made to a Justice of the Court of Queen's Bench to appoint one.
- Years of Service - shall be the accumulation of full-time consecutive years of employment with the College. Time served before authorized leaves of absence shall be included.

ARTICLE I - LENGTH OF AGREEMENT

- I.1 This agreement shall take effect on the first day of July, 1995 and shall remain in force until the 30th day of June, 1998.
- I.2 Prior to the expiration of this Agreement, the parties shall negotiate a new Agreement or re-negotiate this Agreement in accordance with the Negotiating Procedures (Appendix "A") of this Agreement. If for any reason such new Agreement or re-negotiated Agreement is not concluded before July 1, 1998, then this Agreement shall remain in full force and effect until such time as a new or re-negotiated Agreement is concluded.

ARTICLE II - PERSONS COVERED BY THIS AGREEMENT

- II.1 This Agreement shall cover and be binding upon the Board, the Faculty Association and all academic staff members.
- II.2 The Board, after consultation with the Faculty Association, may designate categories of employees, or individual employees as academic staff members at the College.
- II.3 Recognition
- The Red Deer College Board of Governors recognizes The Faculty Association of Red Deer College as the exclusive bargaining agent for all academic staff members. To that end, the Board of Governors shall not request or require an academic staff member to enter into an agreement which derogates from an academic staff member's rights under this Agreement. The Board agrees to acquaint all new academic staff members with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles thereof and that The Faculty Associations dues check-off is a condition of employment for all employees designated as academic staff members by the Board.
- II.4 The appropriate fees of the Association shall be deducted monthly from the pay of the members of the Faculty Association and remitted to the Association.
- II.5 The name, address, position, and status of employment of each newly hired academic staff member shall be forwarded to the Secretary of the Association within fourteen (14) days of the member's formal acceptance of employment.
- II.6 A list of all current academic staff members shall be forwarded to the secretary of the Association each October by the Chief Academic Officer; this list will include the position and status of employment of each member.

ARTICLE III - PROBATION

- III.1 Initial appointment of a probationary member shall be for a probationary period of three (3) years, extending until June 30 or December 31 of his appointment, whichever date is closer to the anniversary of the date of hiring. This initial appointment shall be by notice in writing and shall normally become effective one month prior to the commencement of instructional duties. Such notice shall specify the Step and Grade of the salary schedule upon which the member shall be placed.
- III.2 During the first three (3) years of a member's employment on probation his employment may be terminated at any time by the Board giving three (3) months notice in writing, or pay in lieu of notice; or employment may be terminated by the member giving the Board three (3) months notice in writing. The President of the Faculty Association shall be informed prior to termination of a member by the Board.
- III.3 Vacation entitlement is additional to the three (3) months aforementioned. The probationary member receiving such notice of termination of employment from the Board has no recourse to the Grievance Procedures outlined in the Agreement (Article XIX).
- III.4 (a) Probationary appointment beyond two (2) years will be reviewed by a Continuous Appointment Committee. Where the member has been given notice of termination under III.2 which will take effect after two (2) years of probationary employment, review by a continuous appointment committee shall be at the option of the member. This Committee shall make a recommendation regarding the continuous appointment of probationary members to the President. A probationary member who is not offered continuous appointment after the review for continuous appointment shall be given reasons in writing, and be entitled to appeal such a decision. The appeal process is contained in Appendix B. A probationary member shall be entitled to one appeal hearing, without recourse to any further appeal. The appeal committee shall make a non-binding recommendation to the President for the Board's consideration. The Board's decision is final and non-grievable. (The Appeal Committee's recommendation is also non-grievable.)

(cont'd...)

ARTICLE III - PROBATION (cont'd)

- (b) The President shall notify the member in writing whether the member shall or shall not be employed on a Continuous Appointment Contract following the probationary period. This notice shall be given on or before December 23 or May 15, as appropriate to the anniversary date of hiring, prior to the termination of the member's probationary appointment. In the event that such notice is not given by that date, the member shall be deemed to be employed on a Continuous Appointment Contract following the probationary period without loss of benefits or of advancement on the salary grid then existing.
- (c) In the event of a faculty member, on a probationary appointment, not receiving an offer of continuous appointment, the three months notice or pay in lieu of notice shall commence on date of notice.
- (d) Within one month of the date of a member being given the notice of continuous appointment in the manner prescribed, the member shall notify the President in writing whether he will or will not accept employment. In the event that this notice is not given within the time aforesaid, the member shall be deemed to have refused employment and the employment of that member will terminate at the expiration of the probationary period.

III.5

- (a) A probationary academic staff member, following satisfactory completion of the probationary period, may not be offered a continuous appointment if by decreased enrollment, discontinuation of a program or course, or insufficient demand in the academic staff member's area of instructional competence, the position is not required.

Notwithstanding III.4 (a) the faculty member who would normally not be offered a continuous appointment for the above noted reasons may be reviewed for another academic position within his area of competence. If such an appointment is made, the previous probationary period would be counted at the rate of one-half of the time spent in the previous probationary period.

(cont'd...)

ARTICLE III - PROBATION (cont'd)

- (b) Staff employed to instruct in New Programs as defined by the Department of Advanced Education may be offered a conditional continuous appointment until the Department of Advanced Education designates these programs as Continuing Programs. Also, academic staff members recruited to instruct in-service courses related to New Programs may be offered a conditional continuous appointment until the said programs are designated as Continuing Programs.
- (c) The provisions of Article VI, Reassignment, will not apply to those members holding a conditional continuous appointment.
- (d) An academic staff member holding conditional continuous appointment shall be given six (6) months notice in writing, or payment in lieu of notice, if their employment is terminated.

ARTICLE IV - SESSIONAL AND REPLACEMENT SESSIONAL APPOINTMENTS

IV.1.1 Sessional Members may be appointed to teach a full load for a period of:

- (i) Eight (8) months but not exceeding one (1) year if instructing in a program identified by the Apprenticeship and Industry Training Act.
- (ii) Six (6) months but not exceeding one (1) year if instructing in programs which do not fall under 1. above.

IV.1.2 Replacement Sessional Members may be appointed to teach a full load for a period of at least four (4) months, but not exceeding two (2) years, to replace Continuous Appointment members who are on sabbatical leaves, long-term leaves, deferred salary leaves, maternity leaves, paternity leaves, long term disability, or faculty members who have accepted an administrative position (during the probationary period of the administrative position only).

IV.2 The College shall maintain a ratio of not less than 85:15 of probationary and continuous appointment faculty members to sessional faculty members.

IV.3 Additionally, sessional appointments shall not be made past a second year of employment at the College without prior consultation with the Executive of the Faculty Association.

For any sessional appointment offered to an academic staff member beyond the second consecutive year, the Board shall pay the employer portion of health benefit plans in effect at the time for the interim period between contracts.

IV.4 One-half of the time spent in a sessional or replacement sessional appointment shall be counted towards the probationary period up to a maximum of two (2) years, provided that the sessional or replacement sessional appointments are consecutive prior to the full-time appointment and providing the consecutive appointments are in the same area of instruction.

(cont'd...)

ARTICLE IV - SESSIONAL AND REPLACEMENT SESSIONAL APPOINTMENTS (cont'd)

- IV.5 Where a sessional or replacement sessional member agrees to take on a full instructional workload in the Spring/Summer term, the sessional or replacement sessional appointment shall be extended until the end of the teaching assignment.
- IV.6 A member who has held two or more sessional contracts and whose sessional position remains will automatically be rehired provided that:
- (a) his evaluations are satisfactory, and
 - (b) the qualifications and experience required in the position remain substantially the same and,
 - (c) budget permits
- IV.7 If the contract of a sessional or replacement sessional member is terminated, other than for just cause or unsatisfactory performance, the member will be entitled to notice as follows:
- (a) prior to contract start date - 30 days
 - (b) after contract start date - 90 days

ARTICLE V - WORKLOAD

V.1 The College is committed to establishing fair and reasonable workloads for faculty members.

Workload is measured by instructional hours by department. Workload for individual members will be assigned by the Dean in consultation with the Department Chair/Trade Rep., and the faculty member. In the assignment of individual workloads the following must be taken into consideration:

- (a) numbers of students and student contact hours
- (b) nature and number of courses, subjects and section; including, without limitation, necessary preparation
- (c) availability of technical assistance, lab assistance and other resources
- (d) instructional modes
- (e) marking and assessing responsibilities

The Dean shall determine if any overload exists and shall determine the compensation in accordance with Article VII.9.

V.2 INSTRUCTIONAL STAFF

Workload norms and maxima are established by department. Workload norms are equal to 1993/94 departmental definitions of "full workload" instructional hours. Annual workload maxima for individual members equal workload norms plus an additional 45 instructional hours.

INSTRUCTIONAL HOURS
Annual Workload Norms and Maxima

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
Arts	Humanities & Social Sciences	382.5	427.5
	Rehabilitation Services	450	495
	Social Work	480	525
	Theatre Studies	480	525
	Music	450	495
	Art & Design	450	495

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

INSTRUCTIONAL HOURS
Annual Workload Norms and Maxima

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
Health & Science	Nursing		
	Continuous	550	* 600
	Sessional	650	**700
	Pharmacy Technician	***450 + 160	***495 + 160
	Applied Science	450	495
	Natural Science	450	495
	Physical Science	450	495
<p>* Averaged over 2 years because continuous faculty are required to teach every second spring for about 200 hours.</p> <p>** Sessional faculty are often based on 10-month contracts and required to teach for 3 terms.</p> <p>*** One 320-hour practicum supervision every second spring.</p>			

INSTRUCTIONAL HOURS
Annual Workload Norms and Maxima

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
College & Business Development	Hospitality	445	490
	Office Administration	450	495
	Computer Systems Technology	465	510
	Legal Assistant	420	465
	Recreation Administration	420	465
	Commerce & Business Administration	425	470

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

INSTRUCTIONAL HOURS
Annual Workload Norms and Maxima

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
Education Programs and Learning Effectiveness	Teacher Education	405	450
	Teacher Assistant	405	450
	Physical Education	450	495
	Early Childhood Continuous	462	507
	Sessional	522	*567
	Transitional/ Vocational Program	710	755
* Sessional faculty are often based on 10-month contracts and required to teach for three terms.			

INSTRUCTIONAL HOURS
Annual Workload Norms and Maxima

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
Access and Student Development	College Preparatory	480	525

V.3 **INSTRUCTIONAL STAFF** (Trades and Technology Programs identified by Apprenticeship and Industry Training Act)

- (a) Workload for instructional members instructing in the trades and technology programs identified by the Apprenticeship and Industry Training Act shall be a maximum of 720 instructional hours over any given year.

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

- (b) Individual workloads in the trades and technology programs identified by the Apprenticeship and Industry Training Act shall be established to attempt to avoid having more than six instructional hours in any one day. Where it is not possible to avoid such assignments with existing staff, the Dean shall:
 - i) first endeavour to obtain volunteers to perform any instruction assignments between 6-9 hours per day.
 - ii) only when the above steps have been complied with, and have not succeeded, the Dean may make such assignments on an equitable basis.
- (c) In order to meet the workload requirements set out in Paragraph V.3(b), instructional members will be credited with workload in non-credit courses provided through the Department of Community Education. The number of hours taught through the Department of Community Education will be determined by the Dean in consultation with the instructor. The timetabling of non-credit classes will comply with V.3(b), and should courses be offered on Saturdays and/or Sundays, or at other unusual times, the Dean will negotiate an equitable and appropriate time release with the instructor.
- (d) In assigning workload as set out in Paragraph V.3(b), the number of instructional hours credited to a non-credit course through the Department of Community Education will be determined by the Industrial and Technical Training Management Committee based on criteria which will include, but will not be limited to: preparation time, shop or lab set-up and take-down requirements, as well as direct class contact time. The recommendations of the Industrial and Technical Training Management Committee will be forwarded to the Dean, who will assign workload based upon the Committee's recommendation.
- (e) Should there not be a sufficient number of instructional hours available to a member to maintain a full workload without the Department of Community Education hours, then the Apprenticeship and Trades Program instructors shall have the right of first refusal to instruct courses in their area of expertise and which are offered by the Department of Community Education.

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

V.4 NON-INSTRUCTIONAL STAFF

- (a) Workloads for non-instructional members covered by this agreement shall be defined in consultation with their Dean within the following guidelines:
 - (i) Counsellors
 - workload norm of 25 student contact hours weekly
 - workload maximum of 30 student contact hours weekly
 - maximum annual workload of 900 student contact hours
 - (ii) Librarians
 - workload norm of 37.5 hours of work per week
 - workload maximum of 40 hours of work per week
 - maximum annual workload of 1500 hours
- (b) In addition to their normal function, non-instructional members shall engage in developmental activities which shall be approved by their Dean.
- (c) Should any of these members be required to teach, there shall be an adjustment in the member's workload that is mutually agreeable.

V.5 RECOGNITION OF OTHER DUTIES

Faculty members are required and expected to carry out a variety of other duties apart from direct instruction. The duties vary based on, among other things, the nature of the contract of the individual member, the department needs, the discipline, and any other particular circumstances which might arise. A complete list of expectations of instructional staff is provided in the faculty handbook. Significant among these are:

- (a) program development
- (b) student academic counselling/tutoring
- (c) professional/discipline practice
- (d) community and industry liaison
- (e) government and inter-institutional liaison
- (f) budget planning and spending accountability
- (g) internal relations and College committees
- (h) assisting in the evaluation of staff and programs
- (i) assisting in the hiring of staff
- (j) assisting in program and departmental workload scheduling

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

V.6 DEVELOPMENTAL ACTIVITIES

- (a) In addition, when not assigned to teach, instructional members shall engage in developmental activities which shall be approved by their Divisional Dean. Such activities shall normally include study, research, curriculum or course development, relevant workshops, conferences, departmental and divisional duties, and other duties which may improve professional or teaching capabilities. These developmental activities shall normally consist of two (2) months during a two year period.

V.7 CHAIRPERSON/DEPARTMENT HEAD/TRADES REPRESENTATIVE

- (a) Academic staff members designated as Program Chairpersons and Department Heads shall be given an instructional workload reduction. This workload reduction shall be recommended by the Divisional Dean, in consultation with the individual Program Chairperson/Department head.
- (b) Trades and technology staff members whose programs are identified by the Apprenticeship and Industry Training Act that are designated as a Trades Representative Instructor by the Academic Vice-President shall be paid a stipend.

V.8 TRAVEL TIME

- (a) A member shall be compensated at a rate of \$300.00 per course for travel time for out of town teaching assignments (when the round trip mileage exceeds 40 km).

(cont'd...)

ARTICLE V - WORKLOAD (cont'd)

V.9 WORKLOAD APPEALS

- (a) If an individual member (after consultation with his Dean) is dissatisfied with his workload responsibilities, the individual may appeal the workload. A Notice of Appeal shall be in writing and forwarded to the Chief Academic Officer and the Secretary of the Association.
- (b) The Workload Appeal Committee shall be summoned as soon as reasonably possible by the Chief Academic Officer. Every reasonable effort shall be made by all parties to hold and conclude the appeal within seven (7) working days from the date the Notice of Appeal was received as aforesaid.
- (c) In determining the appeal, the Workload Appeal Committee shall have the authority to consider and establish criteria for the purpose of evaluating the workload of an appellant, including, without limiting the generality of the foregoing, the following:
 - (i) numbers of students and student contact hours
 - (ii) nature and number of courses, subjects and sections; including, without limitation, necessary preparation
 - (iii) availability of technical assistance, lab assistance and other resources
 - (iv) instruction modes
 - (v) marking and assessing responsibilities
 - (vi) that the College does not intend to impose unreasonable workloads upon any Member

The criteria considered by the Workload Appeal Committee in any particular appeal shall apply only to that appeal.

- (d) A majority decision of the Appeal Committee shall be final and binding on all parties.

ARTICLE VI - REASSIGNMENT OF CONTINUOUS MEMBERS

- VI.1 The employment of a Continuous Member may be terminated for any one or more of the following reasons:
- (a) decrease in enrolment in the Member's area of instruction;
 - (b) discontinuation or cancellation of a course or program in the Member's area of instruction;
 - (c) insufficient student demand in the Member's area of instruction;
- (in this Article VI, referred to as the "Excess Member").
- VI.2 Prior to making the decision to terminate the Continuous Member as contemplated in Article VI.1, the President, in his/her sole discretion, may reassign the Excess Member to instruct in another position at the College (hereinafter referred to as the "Reassignment Position").
- VI.3 The President, in making his/her decision as to whether to reassign the Excess Member shall take into consideration the following:
- (a) the Excess Member's willingness to be reassigned;
 - (b) the advice and opinion of the Board/Faculty Professional Development Committee;
 - (c) the qualifications of the Excess Member to teach the Reassignment Position.
- VI.4 The reassignment of the Excess Member may be to a position then occupied by a Probationary or Sessional Member with the result that the Probationary or Sessional Member's employment or contract will be terminated.
- VI.5 Should the President decide to offer to reassign the Excess Member, he shall do so in writing (the "President's Offer"). The Excess Member may accept the President's Offer in writing within 30 days of receiving the same. Failure of the Excess Member to respond within the aforesaid time period shall be deemed to be a rejection of the President's Offer.
- VI.6 If the President offers to reassign the Excess Member and the Excess Member accepts the reassignment, the Excess Member shall continue his/her employment with the College as a Continuous Member.

(cont..)

ARTICLE VI - REASSIGNMENT OF CONTINUOUS MEMBERS (cont'd)

VI.7 In the event that the President's Offer is not accepted, the President's Offer shall be deemed to be notice of termination of the Excess Member's employment with the College effective the 150th day following the date of the President's Offer.

VI.8 In the event that the President decides to terminate the employment of the Excess Member, rather than reassignment as herein contemplated, the College may terminate the employment of the Excess Member as follows:

- (a) in the event that the Excess Member has been employed by the College for a period less than 12 years, by giving 12 month's notice in writing, or some combination of payment of salary in lieu of notice and notice, which combination shall be the equivalent value of 12 month's notice;
- (b) in the event that the Excess Member has been employed by the College for a period of 12 years or more, by giving:
 - (i) six month's notice in writing and six month's payment of salary; or
 - (ii) 12 month's salary in lieu of notice.

VI.9 The employment of an Excess Member shall not be terminated or the Excess Member shall not be reassigned from an instruction area if:

- (a) there is workload which is then being supplied to the College by part-time and/or Sessional Members in that instructional area; and
- (b) the workload being supplied by the part-time and/or Sessional Members is a full workload for a Continuous Member; and
- (c) the Excess Member is qualified to teach all of the courses which constitute the full workload contemplated above.

VI.10 (a) If on the recommendation of the Board/Faculty Professional Development Committee and the concurrence of the President, the Excess Member could become qualified for a Reassignment Position as a result of the Excess Member undertaking professional development for a period no greater than one year, the President, in his sole discretion, may grant to the Excess member a leave of absence for a period not to exceed one year, for the purpose of undertaking the professional development hereinbefore contemplated (hereinafter referred to as "Reassignment Leave").

(cont..)

ARTICLE VI - REASSIGNMENT OF CONTINUOUS MEMBERS (cont'd)

- (b) In the event that the President should grant Reassignment Leave to the Excess Member, the Excess Member shall be paid during the Reassignment Leave an amount of 75% of his/her salary, said payment to be paid from the Professional Development Fund or Innovative Instruction Trust Fund.
- (c) Upon the Excess Member successfully completing the professional development as contemplated in Article VI.10(a) above and provided that the Reassignment Position is still in existence, the President shall then offer to reassign the Excess Member as contemplated in this Article VI.2.
- (d) In the event that the reassignment of the Excess Member is not possible, the President may then terminate the employment of the Excess Member in accordance with the provisions of Article VI.8.

ARTICLE VII - SALARIES

VII.1

The members covered by this Agreement shall be paid salaries in accordance with the following grids. As hereinafter provided, educational training and experience shall together determine the annual rate of salary paid to each full time member employed by the Board.

ARTICLE VII - SALARIES (cont'd)

VII.2

ARTICLE VII - SALARIES (cont'd)

VII.2

ARTICLE VII - SALARIES (cont'd)

VII.2

ARTICLE VII - SALARIES (cont'd)

VII.3 PLACEMENT IN GRADES

The placement of a person in a grade shall be determined as follows:

- Grade I: An earned doctorate, that is relevant to the person's area of instruction, as determined by the Chief Academic Officer. This doctorate to have been granted by a recognized university.
- Grade II: At least two successful years of full-time study or equivalent in a doctoral program, or completion of all courses towards a doctoral degree, or two master's degrees, or a master's degree plus a C.A., C.M.A., or C.G.A. These additional years of study, degrees, or professional designations are to be relevant to the person's area of instruction as determined by the Chief Academic Officer.
- Grade III: A masters degree from a recognized university or a four year bachelor's degree plus a C.A., C.M.A., or C.G.A. This designation to be relevant to the person's area of instruction as determined by the Chief Academic Officer.
- Grade IV: A bachelor's degree from a recognized university plus one additional year of academic study in a relevant discipline; or an honours bachelor's degree; or a bachelor's degree plus a C.A., C.M.A., or C.G.A.; or a four-year bachelor's degree.
- Grade V: A three-year bachelor's degree from a recognized university; or a three-year diploma from a recognized institution in the nature of a public college, an institution of technology or university.

(cont'd...)

ARTICLE VII - SALARIES (cont'd)

- Grade VI: A two year diploma, that is relevant, from a recognized institution in the nature of a public college, an institution of technology or university, and, except in unusual cases, experience as a technician or technologist; or a qualified craftsman with a high school diploma or equivalent and successful experience from engaging in a craft or crafts.
- Grade VII: Two or more Alberta Journeyman's Certificates and both of which are relevant; or one Journeyman Certificate plus a Bachelor Degree. The second and subsequent Alberta Journeyman's Certificate must be a result of at least one year of additional studies and Journeyman training.
- Grade VIII: One Alberta Journeyman's Certificate.

Note:

The relevancy of any degree or Journeyman's Certificate, that the Chief Academic Officer rules upon, is subject to grievance only in respect to whether the decision was made in good faith.

Any faculty member presently on staff who has received a grade level increase because of a professional designation, shall be grand-fathered.

VII.4 PLACEMENT ON STEP

Initial placement on the salary schedule is negotiable, however, placement above the sixth step should normally not be expected. Initial step placement is not grievable.

VII.5 FACULTY EVALUATION

- (a) All Academic Staff members shall participate in formative and summative evaluations as outlined in the Assessment of Faculty Policy.
- (b) The Board agrees that it shall not amend the Assessment of Faculty Policy until the Board has:
- (i) notified FARDC of its intention to amend the said Policy; and
 - (ii) consulted with FARDC as to the appropriateness of the proposed amendments. [Consultation shall mean a full and frank discussion of the issues involved in the proposed amendments.]

ARTICLE VII - SALARIES (cont'd)

- (c) The Board and FARDC shall act fairly and reasonably in the administration of formative and summative evaluations as outlined in the Assessment of Faculty Policy.
- (d) FARDC agrees that neither it nor its members shall initiate a grievance on the basis of a purely procedural violation of the Assessment of Faculty Policy provided that the procedural violation does not substantially affect the Member's rights under the Assessment of Faculty Policy.

VII.6 ADVANCEMENT OF STEP

- (a) Upon the approval of the Divisional Dean or Academic Vice-President and the approval of the President, a member covered by this agreement shall normally be advanced a minimum of one step for each year of service, including the first contract year of this Agreement.

An increment is based on merit and a Faculty member's step increment is an indication of meritorious performance as per the evaluation policy and shall not be withheld unless:

- (i) a member has been given one hundred and twenty (120) calendar days notice in writing of shortcomings in performance, and
 - (ii) methods to improve these shortcomings have been explored and defined by the member and the Dean or Academic Vice President, and
 - (iii) the member has failed or has been unable to improve his performance within that one hundred and twenty (120) calendar days to meet the standards as outlined by the Board/Faculty Professional Standards Committee.
- (b) A sessional or replacement sessional member will be eligible for a salary step advancement on the calendar date of the anniversary of their first sessional contract provided that the member has:
 - (i) taught or performed non-instructional assignments for at least eight (8) months since the commencement of that contract, or
 - (ii) taught or performed non-instructional assignments for at least eight (8) months since their last salary step advancement.

(cont'd...)

ARTICLE VII - SALARIES (cont'd)

VII.7 ADVANCEMENT IN GRADES

- (a) A member may apply for placement on the same step of another higher grade by submitting written evidence that he or she has successfully completed the requirements for such grade specified in Article VII.3. Such written evidence shall be in the form official transcripts or letters from appropriate department heads, the registrar or president at the institution at which the qualifications were obtained.
- (b) Change of salary shall be retroactive to the day of application for the successful applicant for advancement of grade.

VII.8 Nothing in this Agreement shall prevent a faculty member from being hired on a salary above the minimum pursuant to Article VII.3 and VII.4. It is understood that after the initial placement on the grid and signing of the contract, a member's salary shall not be reduced. A member's step and/or grade shall not be reduced after initial placement on the salary grid except in case of re-assignment pursuant to Article VI.

VII.9 A member employed to teach overload (the upper limit of an individual's normal workload being determined within each Division by consultation among divisional members and their Dean) shall be paid a minimum of 1/16 of the base salary of the member for each single-term course taught. In the Technical Training Division, overload compensation shall be 1/1140 of the member's base salary for each hour worked beyond the maximum.

ARTICLE VIII - HEALTH CARE INSURANCE

- VIII.1 The Board shall pay seventy-five percent (75%) of the Alberta Health Care Commission premium for each member covered.
- VIII.2 The Board shall pay seventy-five percent (75%) of the Supplemental Health Care premium for each member covered or seventy-five percent (75%) of the premium of an equivalent coverage as agreed between the Board and the Faculty Association.
- VIII.3 The Board shall pay seventy-five percent (75%) of the dental plan agreed upon by the Board and the Faculty Association.
- VIII.4 Members designated as permanent part time or job sharing, shall have the above benefits pro-rated accordingly, providing the individual is eligible as per the criteria of the carrier.
- VIII.5 All coverage under this article ceases on the date of retirement of a staff member, or on June 30 immediately following the member's sixty-fifth (65) birthday, whichever occurs first.

ARTICLE IX - INSURANCE POLICIES

- IX.1 The Board shall acquire and maintain comprehensive general liability insurance in such reasonable amounts as would be carried by a prudent board of a similar college, said insurance to insure each Member while performing his/her duties in accordance with the requirements of the Board.
- IX.2 The Board shall administer life insurance, including accidental death coverage, and group disability insurance applicable to and for the benefit of all full-time members. The carrier in each case shall be selected by mutual agreement between the Board and the Association.
- IX.3 The Board shall deduct the monthly premiums from the salary of the member or members of the plan, and shall remit same to the appropriate company or companies as required.
- IX.4 The Board shall pay 75% of the premium for Basic Life Insurance (an amount equal to two (2) times the member's annual salary). The Board shall also pay 75% of the premium for Accidental Death and Dismemberment (on an amount equal to two (2) times the member's annual salary).
- IX.5 All coverage under this article ceases on the date of retirement of a staff member, or on June 30 immediately following the member's sixty-fifth (65th) birthday, whichever occurs first.

ARTICLE X - VACATIONS

X.1 STATUTORY HOLIDAYS

Members covered by this Agreement shall be entitled to the following Statutory Holidays:

New Year's DayLabour Day
Alberta Family Day Thanksgiving Day
Good Friday Remembrance Day
Victoria Day Christmas Day
Canada Day Boxing Day
Civic Holiday in August

and any other day designated as a statutory holiday by the Lieutenant Governor or Governor General in Council.

X.2.1 Members covered by this agreement shall be entitled to forty-five (45) working days vacation annually, excepting:

- (a) Sessional Members, and
- (b) Replacement Sessional Members appointed for less than twelve (12) months.

A Member shall be entitled to a minimum of thirty-five (35) of those days as uninterrupted vacation unless the member chooses to waive such entitlement.

Members will not be required to take any days as vacation on days that the College is closed.

X.2.2 Replacement Sessional Members holding appointments of twelve (12) months or longer shall be entitled to forty-five (45) working days vacation per full twelve month period. For each additional month's service, the member shall be paid eight (8%) percent of their gross salary in lieu of vacation entitlement. This shall be included on each month's pay cheque.

(cont'd...)

ARTICLE X - VACATIONS (cont'd)

X.3 TIME OF VACATIONS

- (a) Full-time academic staff (other than probationary) may take their vacations within a two-year period, with the approval of the Dean or Academic Vice-President as appropriate.
- (b) Full-time academic staff on probation shall be expected to take their annual vacation within each twelve months of service. Other arrangements may be with the consent of administration.
- (c) Sessional instructors and replacement sessional instructors holding appointment of less than twelve (12) months are not entitled to any vacation but shall be paid eight (8%) percent of their gross salary. This shall be included on each month's pay cheque.

X.4 If the Board requires the services of a member during his vacation period, and if the member agrees, then he may choose:

- (a) to be paid 1/12 of his annual salary for an entire month's work, or on a pro-rata basis for less than a month's work. This pay shall be in addition to his regular salary for that period for which he forfeited his vacation, or
- (b) he may elect to have that portion of his vacation added to the following year's vacation, providing that this will not conflict with the reasonable needs of the College.

Vacation entitlement shall not accumulate beyond two consecutive years.

X.5 When a member terminates employment prior to completion of a year's employment, the member shall be granted vacation pay pro-rated on the portion of the year worked.

ARTICLE XI - LEAVES FROM COLLEGE

XI.1 SICK LEAVE AND LONG TERM DISABILITY BENEFITS

XI.1.1 CASUAL SICKNESS

"Casual sickness" means an illness which causes a staff member to be absent from duty for a period of five (5) consecutive working days or less.

Each member covered by this Collective Agreement shall be entitled to twenty (20) days of short periods of casual sickness each fiscal year. Each day or portion of a day of casual sickness used within a fiscal year shall be deducted from the remaining casual sick leave entitlement for that year.

XI.1.2 GENERAL SICKNESS AND LONG-TERM DISABILITY

Membership in the College administered Long-Term Disability Plan is a condition of employment for all academic staff.

General sickness or long-term disability means a sickness or disability which causes a member to be absent from service for six (6) or more working days. The College shall self-insure this benefit for a period of ninety (90) calendar days, after which the member is eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan.

Notwithstanding the above, a member is not eligible to receive sick leave benefits under this section if the absence is due to an intentional self-inflicted injury.

The Employer will effect and maintain a Long Term Disability Plan pursuant to the contract of insurance for long term disability mutually agreed to between the parties hereto which long term disability insurance and plan contained therein will cover all employees subject to the within Collective Agreement.

The Employee shall pay the total premium costs of providing benefits pursuant to long term disability insurance.

(cont'd...)

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

XI.1.3 Medical Certificate Requirement

Senior Administration may, as a condition precedent to the operation of this Article, require a certificate from a duly qualified medical practitioner certifying that a member's absence was necessitated by illness if any such absence exceeds two days.

XI.2 MATERNITY LEAVE

XI.2.1 A Continuous Member, or Probationary Member, or Conditional Continuous Member who has been employed by the Board for a continuous period of at least twelve (12) months is entitled to Maternity Leave.

XI.2.2 The length of time for the Maternity Leave shall be a minimum of one hundred and fifty (150) days to a maximum of three hundred and sixty five (365) days, shall be approved by the Board upon the Member's application in writing submitted to the President no less than one hundred and fifty (150) days prior to the estimated Date of Delivery, which application shall specify the estimated date of delivery.

XI.2.3 The Maternity leave shall commence at any time during the ninety (90) days preceding the estimated Date of Delivery. Normally a Maternity Leave will commence at the beginning or end of an academic term.

XI.2.4 The commencement of Maternity Leave may be initiated by the Board at any time prior to the estimated Date of Delivery. It is understood that the Board shall initiate the commencement of Maternity Leave only on the advice of a physician. Should the Board wish to initiate the commencement of the Maternity Leave prior to the ninety (90) days preceding the estimated Date of Delivery, the Board shall pay the Member her salary up to the date being ninety (90) days prior to the estimated Date of Delivery.

XI.2.5 Except as provided for in Article XI.2.6 below, Maternity Leave shall be without salary and benefits.

(cont'd...)

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

- XI.2.6 For the portion of Maternity Leave where the pregnant Member has a valid, health related reason for being absent from the workplace, she shall be entitled to the benefits provided for in Article XI.1.2, for a maximum period of thirteen (13) weeks. The Board will discharge part or all of its obligations under this Article by utilizing a Supplemental Unemployment Benefit (SUB) Plan with Canada Employment and Immigration which provides for payment to the Member a combined weekly rate of the Unemployment benefit and SUB payments of 95% of the Member's normal weekly earnings.
- XI.2.7 The Board will register and implement a 95% Supplementary Unemployment Benefits (SUB) Plan as hereinbefore contemplated which the Member shall access for pay for a maximum period of thirteen (13) weeks.
- XI.2.8 The Member on Maternity leave must confirm by notice in writing to the President of her intention to return to full-time employment with the Board no less than ninety (90) days prior to the expiration of the Maternity leave, failing which the Member shall be deemed to have resigned her position with the Board.
- XI.2.9 A Member returning to her employment with the Board following the expiration of the Maternity Leave, shall be eligible for all benefits as if she had been continuously employed provided that the time taken on Maternity Leave shall not accrue to her service time or towards her earning an increment. Notwithstanding the foregoing, in the event that the Member should become entitled to the benefits as contemplated in Article XI.2.6 above, the period of time during which the Member is entitled to the benefits under XI.2.6 shall accrue to her service time and towards her earning an increment.
- XI.2.10 Where a Member is paid in lieu of vacation in respect of her service prior to the Maternity Leave, she shall, on her return to service with the Board, commence accumulating her vacation entitlement from the date she re-commences her employment following the expiration of the Maternity Leave.
- XI.2.11 In the event that a Member having resigned her employment with the Board for maternity reasons, accepts re-employment with the Board within one year from the date her resignation became effective, the Member shall be considered as having been on Maternity Leave.

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

XI.3 PATERNITY/ADOPTION LEAVE

- XI.3.1 Applications for paternity/adoption leave shall normally be submitted to the President no less than 150 days prior to the estimated commencement date. Normally a paternity/adoption leave will commence at the beginning of an academic term.
- XI.3.2 Paternity/adoption leave shall be without salary for maximum of one year. The member on paternity/adoption leave must inform the President, in writing, of his intentions to return to full-time employment at the College 90 days prior to the expiration of a paternity/adoption leave or it is deemed the member has resigned.
- XI.3.3 A member returning from paternity/adoption leave will be eligible for all member benefits as if he had been continuously employed. However, the leave shall not count towards his service time under the contract or towards his earnings of an increment.
- XI.3.4 A member who receives pay in lieu of vacation in respect to his prior service shall, on his return to work, commence accumulating his vacation entitlement from the date of re-employment.
- XI.3.5 A member who resigns for paternity/adoption reasons shall be considered as having been on leave without pay if he accepts re-employment with the College within one year of the date of his resignation.
- XI.3.6 If a member seeks paternity leave due to the legal adoption of children, the foregoing provisions shall apply.

XI.4 COMPASSIONATE LEAVE

- XI.4.1 A member shall be granted compassionate leave as circumstances warrant, as determined and agreed upon by the Administration.

(cont'd...)

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

XI.5 LONG TERM LEAVES OF ABSENCE

XI.5.1 A member wishing to take a leave of absence from regular duties in excess of three (3) months, for professional development or other purposes, shall, not later than January 15 of any year or four (4) months prior to commencing leave, make an application in writing specifying the duration of such leave to the President. The President shall, not later than six (6) weeks following, advise the member in writing of the Board's decision upon the application. Should the faculty member wish to teach part-time during his leave of absence he shall enter into a separate contract with the College.

XI.5.2 A member granted leave of absence shall obtain a position on his return. The period during which a person is on leave shall not count toward his service time under the contract or toward his earning of an increment. Remuneration shall be paid at the discretion of the Board on the recommendation of the President.

XI.5.3 The provisions of the Collective Agreement shall not apply during long term salary leave, except that the member may choose, at this own cost, to continue the health care insurance and other benefits that are applicable, subject to the contract between the College and the carrier of such benefits.

XI.6 DEFERRED SALARY LEAVE

XI.6.1 Subject to the approval of Administration, a faculty member may participate in a deferred salary leave plan. The College shall administer the plan in accordance to the plan document dated December, 1986 and revised from time to time.

XI.6.2 The number of faculty approved by Administration to go on a deferred salary leave in a given academic year shall be a maximum of ten percent (10%) of the total continuous appointment faculty on staff at that time.

XI.6.3 The provisions of the Collective Agreement shall not apply during deferred salary leave, except that the member may choose at his own cost, to continue the health care insurance and other benefits that are applicable, subject to the contract between the College and the carrier of such benefits.

(cont'd...)

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

XI.6.4 A member granted a deferred salary leave shall obtain a position on his return. The period during which a person is on leave shall not count toward his service time under the contract or toward his earning of an increment.

XI.7 OTHER LEAVE

Subject to the approval of Administration, leave of absence may be granted for any reason other than the reasons aforementioned in this Article. The member shall make application in writing giving adequate and reasonable notice of leave and the reasons therefore.

XI.8 GENERAL

No persons covered by this Agreement shall have their performance evaluated while on a sabbatical leave or long-term leave of absence.

XI.9 REHABILITATION LEAVE

- (a) In the event that a Member, in the sole opinion of the Board, is abusing alcohol or drugs, the Board shall advise that Member in writing of its opinion and may, at the expense of the College, direct the Member to forthwith undergo a medical examination by a medical doctor appointed by the Board for that purpose (the "Doctor"), the said Doctor to be experienced in the diagnosis and treatment of alcohol and/or drug abuse.
- (b) A member directed by the Board to undergo examination as aforesaid, shall be granted leave with pay to attend the examination.
- (c) Where the Doctor confirms to the Board that the Member is abusing alcohol and/or drugs, the Board may direct that Member to undertake and/or attend a treatment and rehabilitation programme (the "Rehab Programme") approved by the Board. The Rehab Programme may be either or both of the following:
 - (i) Out-Patient: being a Rehab Programme which requires the Member to attend counselling and other treatments while attending to the Member's employment duties;
 - (ii) In-Patient: being a Rehab Programme which will require the member to be absent from his/her employment duties.

(cont'd...)

ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

- (d) In those instances where the Rehab Programme is on an Out-Patient basis, the College, where necessary for the Member to undergo the said Programme, will grant such daily (or part thereof) leaves as is reasonably required, without loss of salary or benefits.
- (e) In those instances where the Rehab Programme is on an In-Patient basis, the College shall grant a leave to the Member for the purpose of undergoing the Rehab Programme, not to exceed 40 days hereinafter referred to as "Rehab Leave".
- (f) During the initial Rehab Leave, the Member shall receive his/her salary and other benefits as provided for by this Agreement.
- (g) In the event that a Member is required to undertake a second (or more) Rehab Leave, the Member shall not receive his or her salary or other benefits during the second or subsequent Rehab Leaves. On the second or subsequent Rehab Leave the Member shall, upon payment of the premium during the term of the said leave, be eligible for all health care insurance benefits as set out in Article VIII. The term of the second or subsequent Rehab Leaves shall not count towards service time under the contract or towards earning of an increment.
- (h) Where the Member refuses to submit to examination by the Doctor, and/or refuses to undergo a Rehab Programme, or has previously undergone a Rehab Programme, the Board reserves the right to invoke disciplinary measures and the Member or the Association may exercise the right to grieve the aforesaid disciplinary measures under Article XIX.
- (i) Notwithstanding the foregoing provisions of this Article XI.9, the Board, in all instances, reserves the right to invoke disciplinary measures for conduct or actions of a member arising from use of alcohol and/or drugs, and the Member or the Association may exercise the right to grieve the aforesaid disciplinary measures under Article XIX.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

XII.1 In any fiscal year, the Board shall make provision in its budget for professional development in an amount equal to five percent (5%) of the total amount of faculty salaries for the purpose of providing faculty members with viable short and long-term professional development programs, workshops, professional leaves and other projects deemed by the Professional Development Committee to be worthwhile.

XII.2 The Professional Development Fund shall be administered by a Board/Faculty Professional Development Committee.

XII.3 SABBATICAL LEAVES

- (a) The amount of the Professional Development Fund specified in Article XII.1 to be spent on sabbatical leaves in any fiscal year shall be not less than thirty percent (30%) of the total fund, and not more than seventy percent (70%) of the total fund. In determining the funds available for sabbatical leaves, the calculation shall be based on total professional development funds less five percent (5%) of the salaries of members instructing in Trades and Technology Programs identified by the Apprenticeship and Industry Training Act.
- (b) A member shall submit to the President, no later than January 15 of the year in which he wishes to commence his leave, an application in which he delineates a program which will be used to the advantage of the College. This application shall be considered by the Board/Faculty Professional Development Committee and this Committee shall make a recommendation to the Board. The Board shall inform the applicant of its decision through the President no later than March 1.

(cont'd...)

ARTICLE XII - PROFESSIONAL DEVELOPMENT (cont'd)

- (c) During a sabbatical leave of more than six (6) months, the member shall receive normal fringe benefits and the stipend shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) Thirty-five percent (35%) of salary after four years of service to the College;
 - (ii) Fifty-five percent (55%) of salary after five years of service to the College;
 - (iii) Seventy-five percent (75%) of salary after six years of service to the College.
- (d) During a sabbatical leave of six months or less, the member shall receive normal fringe benefits and the stipend shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) Forty percent (40%) after four years of service to the College;
 - (ii) Sixty percent (60%) after five years of service to the College;
 - (iii) Eighty percent (80%) after six years of service to the College.
- (e) Unless otherwise approved, such leave shall be of a duration of twelve (12) months or less and the stipend calculated pursuant to Article XII.3 (c) and (d), or a proportionate part thereof, shall be paid monthly during the term of the leave.
- (f) It is understood that if the Board of Governors authorizes a sabbatical leave for a member that it has an obligation to ensure that a position is made available on his return on the understanding that all relevant clauses of the Collective Agreement remain in effect during his absence, and the period during which a member is on sabbatical leave counts toward his service time under the Collective Agreement but not toward his earning of an increment.

(cont'd...)

ARTICLE XII - PROFESSIONAL DEVELOPMENT (cont'd)

- (g) A member who has been on sabbatical leave shall return service to the College on the basis of one year of teaching or equivalent duties, or a combination of the two.
- (h) A person not returning to the College from a sabbatical leave shall reimburse the College, or make arrangements to reimburse the College, satisfactory to the Board, within six (6) months of the conclusion of the sabbatical leave, for any monies paid to him by the College during the sabbatical leave.
- (i) Minimum service time required to qualify for a second, or subsequent sabbatical, shall be four times the length of leave taken for the previous sabbatical.
- (j) Academic staff members who had sessional or replacement sessional contracts prior to achieving continuous status, shall be allowed to count each sessional or replacement sessional contract as a year of service for the purpose of determining eligibility for a sabbatical leave.

XII.4

The Professional Development Committee of the Trades and Technology programs identified by the Apprenticeship and Industry Training Act, for the purposes of professional development activities of instructional staff, shall receive a budget equal to five percent (5%) of the total salaries of the members instructing in the Trades and Technology programs identified by the Apprenticeship and Industry Training Act less a pro-rated contribution to college wide professional development activities for faculty (as determined by the Board/Faculty Professional Development Committee). This budget to be allocated from the fund hereinbefore mentioned in Article XII.1.

ARTICLE XIII - TUITION FREE CLASSES

- XIII.1 Each Member and each person of his/her immediate family (*hereinafter referred to as "Directly Related Person") shall be entitled to enrol in College sponsored credit courses or classes (hereinafter referred to as the "Course") without payment of tuition fees (hereinafter referred to as a "Course Waiver"), subject to the following conditions:
- (a) each Member and Directly Related Person are entitled to a maximum of three (3) Course Waivers in any one calendar year;
 - (b) the maximum Course Waiver available for each Member or each Directly Related Person shall be one (1) per term.
 - (c) the Member and Directly Related Persons shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the Course.
- XIII.2 In the event that the College, for any legal reasons, is unable to provide a Course Waiver for any particular Course in which the Member or Directly Related Person wishes to enrol, the College shall pay to the Member or Directly Related Person an amount of money equal to the tuition fee for the sole purpose and use of allowing that individual to enrol in the Course.

ARTICLE XIV - RETIREMENT

- XIV.1 The employment of a member shall terminate on June 30 immediately following the sixty-fifth birthday.
- XIV.2 Notwithstanding the above, the member and the Board may mutually agree upon the continuation of the member's employment upon such terms as such agreement may specify.

ARTICLE XV - MANAGEMENT RIGHTS

XV.1 Subject only to the terms of this Agreement, all ordinary functions and rights of management are retained by the Board.

ARTICLE XVI - SUMMARY DISCIPLINARY SUSPENSION

- XVI.1 The Chief Academic Officer may summarily suspend an academic staff member on reasonable grounds for a period of up to thirty (30) days.
- XVI.2 A notice in writing setting out the specific grounds for such action shall be delivered to the academic staff member within one day of said staff member being summarily suspended.
- XVI.3
- (a) If the academic staff member does not appeal the suspension, the pay for the period of suspension shall be deducted from his month-end pay cheque.
 - (b) If the academic staff member disagrees with the suspension, he may appeal to the President to have the suspension reviewed.
 - (c) If the President, upon review, lifts the suspension, no pay shall be deducted from its academic staff member pay cheque.
 - (d) If the President upholds the suspension decision, the pay for the period of suspension shall be deducted from the academic staff member's month-end pay cheque, however, if the academic staff member Grieves this decision NO pay shall be deducted until after the arbitration award is handed down.
- XVI.4 For the purpose of this Article, the term "summary suspension" shall mean the suspension of duties for a specific period of time as opposed to a suspension pending further action.

ARTICLE XVII - SUSPENSION PENDING FURTHER ACTION

XVII.1 A member may be suspended on reasonable grounds by the President or his representative.

In the event that a member is suspended and further action is not taken within thirty (30) days of such suspension, the Suspension shall be deemed to have no effect and the member shall be entitled to all regular salary and benefits accruing from the time of suspension.

Upon suspending a member, the President shall forthwith give notice and reasons in writing for the suspension to the member.

A member, while suspended as aforesaid, shall not, without the consent of the President, be present at the College in an official (instructional or work) capacity.

The President shall, as soon as possible, and in any event within thirty (30) days of the date of a suspension, make a decision in respect to the suspension and/or further action as the President may deem necessary and appropriate. Before making a decision, the President will first meet with the Faculty Association Executive and provide them with a copy of the correspondence sent to the suspended member. The President will subsequently consider any advice and opinion from the Association in making the decision aforementioned.

XVII.2 PROCEDURES GOVERNING DISMISSAL OF A CONTINUOUS MEMBER

A faculty member may be dismissed on the grounds of incompetency related to his function as an academic staff member or on the grounds of unprofessional conduct. No member with Continuous Appointment shall be dismissed by the Board except in accordance with these provisions and procedures.

- (a) The Divisional Dean of a member shall be responsible for assessing whether grounds exist for recommending that the member be dismissed, and shall formulate in writing, the grounds for recommending dismissal and deliver them to the Academic Vice-President.

(cont'd...)

ARTICLE XVII - SUSPENSION PENDING FURTHER ACTION (cont'd)

- (b) If the Academic Vice-President determines that further action on the Dean's recommendation for dismissal is appropriate, he shall, within five (5) days following receipt of the Dean's recommendation, deliver to the member, or post by registered mail to the member's last known home address, a copy of the grounds set out by the Dean. He shall appoint a time within five (5) days to review the Dean's grounds with the member, who may, at the academic staff members' request, be accompanied at such review by the Chairman of the Faculty Association's Professional Standards Committee of the Association.
- (c) Following this review with the member, the Academic Vice-President shall within five (5) days inform the member in writing that either no further action will be taken or a recommendation of dismissal shall be made on the grounds presented by the Dean or such of them as specified by the Academic Vice-President.
- (d) Upon receiving such notice, the academic staff member may appeal to the Dismissal Hearing Committee. The appeal must be in writing and received by the Chairman of the Faculty Association's Professional Standards Committee, who shall be Chairman of the Dismissal Hearing Committee, within fifteen (15) working days of the academic staff member's receipt of the notice to recommend dismissal or the right of appeal is deemed to have been forfeited.
- (e) The Chairman of the Faculty Association's Professional Standards Committee shall immediately upon receipt of the appeal notify the President of the College and the President of the Faculty Association who shall forthwith make their appointments to the Dismissal Hearing Committee.

(cont'd...)

ARTICLE XVII - SUSPENSION PENDING FURTHER ACTION (cont'd)

- (f) The Dismissal Hearing Committee shall meet within five (5) working days upon receipt of the appeal to conduct a review of the grounds presented by the Academic Vice-President and to hear the defence of the academic staff member. After considering all the evidence brought forward, the Dismissal Hearing Committee shall decide in favour or against the recommendation to dismiss and forward its decision to the College President for the Board's consideration at the next Board meeting. If for any reason the committee, within thirty (30) calendar days of receipt of Notice of Appeal, is unable to render a unanimous or majority decision, it shall be deemed to have properly completed its deliberations and be deemed to have decided to make no recommendation to the College President.
- (g) If the Dismissal Hearing Committee agrees with the Academic Vice-President's recommendation and the Board accepts the recommendation supported by the Dismissal Hearing Committee, then the academic staff member shall be dismissed by the Board effective the next pay period.
- (h) If the Dismissal Hearing Committee disagrees with the recommendation, the Board shall do one of the following:
 - (i) reject the Academic Vice-President's recommendation and retain the academic staff member, or
 - (ii) dismiss the academic staff member.
- (i) The decision of the Board with respect to dismissal shall be final and binding.

XVII.3 Provided that a member has first made recourse to the provisions of this Article, the decision of the Board shall not preclude recourse by the member to the ordinary courts.

**ARTICLE XVIII - PROVISIONS FOR PAYMENT OF SALARY AND SEVERANCE
ALLOWANCE AT DISMISSAL**

XVIII.1 If a member holding a Continuous Appointment is dismissed by the Board, the Board shall pay the normal salary and fringe benefits up to the date of dismissal.

ARTICLE XIX - GRIEVANCE PROCEDURE

XIX.1 In the event that a dispute arises between the Board and the Association on the one hand or the Board and one or more members on the other hand, regarding the interpretation, application, or alleged violation of this Agreement including any question as to whether the difference is arbitrable, the dispute shall be settled by way of one of the following procedures of settlement, as applicable:

By the Member(s):

Step 1 The member or members concerned shall first seek to settle the dispute in discussion with the Administration.

Step 2 If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance. This grievance shall then be reduced to writing, setting forth:

- a) the nature of the grievance and the circumstances out of which it arose; and
- b) the remedy or relief sought, and
- c) the section or sections of the Agreement alleged to have been violated.

The written grievance shall be submitted in this form to the President or his designee within sixty (60) days of the act causing the grievance. The President or his designee shall make known his decision to the griever(s) within fifteen (15) days of receipt of the grievance.

Step 3 In the event that the reply in Step 2 is unsatisfactory to the griever, he may then submit the grievance to arbitration within fifteen (15) days on receipt of the grievance.

(cont'd...)

ARTICLE XIX - GRIEVANCE PROCEDURE (cont'd)

By the Association or the Board:

Step 1 In the event that either the Association or the Board wish to process a grievance on their own behalf, such grievance shall be submitted by the one party to the other party, in writing, and shall be submitted within sixty (60) days of the act causing the grievance.

Step 2 The party in receipt of the grievance must make known its decision to the other party within ten (10) days of receipt. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) days of receipt of the decision.

XIX.2

- (a) The submission to arbitration shall be made by the party requiring arbitration by notifying the other party, in writing, of its desire to submit the grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within seven (7) days of receipt, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall act as the Chairman.
- (b) If the recipient of the notice fails to appoint an arbitrator within the time limit under subsection (a) above, then at the request of either party, the appointment shall be made through an application to a Justice of the Court of Queen's Bench. If the two appointees fail to agree upon a Chairman within the required time limit, the appointment shall be made by a Justice of the Court of Queen's Bench at the request of either party.

(cont'd...)

ARTICLE XIX - GRIEVANCE PROCEDURE (cont'd)

- (c) The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing which shall be final and binding upon the parties. The decision of a majority is the Award of the Arbitration Board but if there is no majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Board.
- (d) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the Chairman.
- (e) The Arbitration Board, by its decision, shall not alter, amend or change in any way the terms of the Collective Agreement.

XIX.3 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays, Statutory Holidays and normal time off.

- XIX.4
- (a) In the event that the initiator of the grievance fails to follow the procedure and time limits established in this Article, the grievance shall be deemed to be abandoned.
 - (b) Where the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step.

ARTICLE XX - CONTINUITY

The Faculty Association and Administration will endeavour to ensure that members are elected/appointed, at all times, for the committees mentioned in the Board/Faculty Contract. However, in the absence of adequate representation, the Faculty Executive and Administration of the College will proceed to take the appropriate action opposite a given item of committee business where a time requirement exists for a response that could not be met if one had to wait for all members to be available. In taking this action, those members that are on the committee and available will be consulted. If none of the relevant committee members are available, the President, (or delegate) of the College will consult with the President of the Faculty Association (or her/his delegate) to establish which faculty and administrators should be consulted, or will serve, before the matter is resolved.

ARTICLE XXI - LETTERS OF REPRIMAND

- XXI.1 All disciplinary notices and reprimands issued by the Board shall:
- (a) be in writing clearly identified as a "Disciplinary Notice"
 - (b) be placed on the respective Member's personnel file
 - (c) be delivered or mailed to the Member
- XXI.2 A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personnel file of the Member.
- XXI.3 Each Member shall, upon giving reasonable notice to the Board, have access to all matters of discipline compiled by the Board in respect to that Member and his/her employment. Further at the Member's request and expense the Board shall provide the Member with photocopies of any of the aforesaid documents.
- XXI.4 A Member shall have the right to add written comment to any disciplinary document which may be on his/her personnel file.
- XXI.5 Upon receipt of a written request from a Member, disciplinary notices and reprimands will be purged from the Member's personnel file after a period of five (5) years provided that no relevant further disciplinary notices or reprimands have been brought forward.

ARTICLE XXII - CONTINUOUS PART-TIME MEMBERS

XXII.1 Continuous Part-Time Status: Upon approval of the Chief Academic Officer of an Application (as hereinafter defined) of a Continuous Member, as hereinafter provided for, a Continuous Member may become employed by the Board on a part-time basis and thereby have the status of a Continuous Part-Time Member.

XXII.2 Pro-Rata Application: Unless otherwise provided for in this Collective Agreement or unless the context otherwise requires, the provisions of this Collective Agreement shall be read and interpreted in respect to any particular Continuous Part-Time Member pro rata, based on the percentage workload which that particular Continuous Part-Time Member is then working.

XXII.3 Application Procedure: A Continuous Member that wishes to be employed by the Board in any particular Term on a part-time basis shall apply in writing to the Chief Academic Officer not less than 180 days prior to the date of commencement of the relevant Term (in this Article XXII referred to as the "Application"). The Application shall:

- (a) specify the workload which the Continuous Member is seeking as a Continuous Part-Time Member which shall not be less than 50% of the workload established as a full workload for that instruction position;
- (b) specify whether the Continuous Member is seeking the part-time status for a period exceeding the Term referred to above, and if so, the time period which is being sought.

XXII.4 Approval or Non-Approval: The Chief Academic Officer shall notify the Continuous Member not less than sixty (60) days prior to the commencement of the relevant Term of the following:

- (a) whether or not the Application was approved;
- (b) if the Application was for a period in excess of the relevant Term, the period which was approved;
- (c) the percentage of full workload which was approved.

XXII.5 Renewal: Should the Continuous Member wish to renew his/her status as a Continuous Part-Time Member, the Continuous Member may from time to time, submit further Applications as contemplated in Article XXII.3 above.

(cont...)

ARTICLE XXII - CONTINUOUS PART-TIME MEMBERS (cont'd)

XXII.6 Expiration of Continuous Part-Time Status: Upon the expiration of the Term or time period approved by the Chief Academic Officer from time to time, the Continuous Member's status as a Continuous Part-Time Member shall be concluded at which time the Continuous Member shall resume his or her full workload.

XXII.7 Reassignment: Upon the expiration of the Continuous Part-Time status, if for any of the reasons listed in Article VI.1 (Reassignment) a full workload does not exist in the Continuous Member's position, the Continuous Member shall be entitled to rely upon the provisions of Article VI (Reassignment) as if he or she had not had the status of Continuous Part-Time.

XXII.8 Continuous Member's Election:

(a) In the event that the provisions of Article XXII.7 above are applicable, and provided that:

- (i) there exists a workload in the Continuous Member's employment position which is equal to or greater than 50% of the full workload; and
- (ii) an Application for Continuous Part-Time status pursuant to Article XXII.3 above is approved

the Continuous Member may elect to remain as a Continuous Part-Time Member, and in that event, he or she shall forego the provisions of Article XXII.7 and VI (Reassignment).

(b) In the event that:

- (i) the Continuous Member remains as a Continuous Part-Time Member as contemplated in XXII.8(a) above; and
- (ii) the workload in that Continuous Member's employment position falls below 50% of a full workload;

the Continuous Member shall be entitled to rely upon the provisions of Article VI (Reassignment) however, the notice provisions of Article VI.8 (and payment in lieu thereof) shall be pro-rated to the percentage of workload that the Continuous Member had as a Continuous Part-Time Member.

(cont...)

ARTICLE XXII - CONTINUOUS PART-TIME MEMBERS (cont'd)

XXII.9 Salary:

- (a) The Continuous Part-Time Member shall be paid a salary which is equal to a percentage of the grid salary commensurate with the percentage of full workload which he/she is working as a Continuous Part-Time Member.
- (b) The Continuous Part-Time Member shall be eligible for advancement of Step as contemplated in Article VII.6(a) (Advancement of Step) provided that the year of service shall be calculated on the basis of percentage of workload which he/she works as a Continuous Part-Time Member.
- (c) A Continuous Part-Time Member shall not be paid over-load payments as contemplated in Article VII.9 (Overload). In the event that the Continuous Part-Time Member is required to instruct a percentage of the full workload which is greater than that which was approved under Article XXII.4, the percentage of full workload will be increased accordingly and the salary paid will be adjusted accordingly.

XXII.10 Benefits and Insurance:

- (a) Provided the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits provided for in Article VIII (Health Care Insurance). The Board's contributions to premiums shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working.
- (b) For purposes of clarity, the Continuous Part-Time Member shall be an insured under Article IX.1 (General Comprehensive Liability Insurance).
- (c) Provided that the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits of those insurance provisions contemplated in Articles IX.2 through IX.5 (Life Insurance, Disability Insurance etc.) inclusive. The Board's contributions to the premiums as contemplated therein shall be pro-rated to the percentage of the full workload which the Continuous Part-Time Member is working.
- (d) The Continuous Part-Time Member's pensionable service and benefits thereunder shall accrue in accordance with the regulations of the Local Authorities Pension Plan.

(cont...)

ARTICLE XXII - CONTINUOUS PART-TIME MEMBERS (cont'd)

- XXII.11 Vacations: The Continuous Part-Time Member shall be entitled to vacations and holidays as contemplated in Article X (Vacations) however payment of salary shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working.
- XXII.12 Leaves of Absence:
- (a) The Continuous Part-Time Member shall be entitled to the leave benefits contemplated in Article XI (Leaves) excepting out the leave contemplated in Article XI.6 (Deferred Salary Leave).
 - (b) Where the Continuous Part-Time Member takes a leave and he/she is entitled to be paid while on leave, the amount of payment shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member was working immediately prior to the commencement of the leave.
- XXII.13 Professional Development:
- (a) For the purpose of clarity, the calculation of the Board's contribution to the Professional Development Committee as provided for in Article XXI.1(Professional Development) shall include the pro-rated salaries of Continuous Part-Time Members.
 - (b) A Continuous Part-Time Member shall not be entitled to apply for leave under Article XII.3 (Sabbatical Leaves).
 - (c) A Continuous Part-Time Member that resumes working a full workload (and thereby ceases to be a Continuous Part-Time Member) shall receive credit for years of service (pro-rata to the percentage of full workload which he/she worked as a Continuous Part-Time Member) for the purpose of determining eligibility for Sabbatical Leave.
- XXII.14 Tuition Free Classes: A Continuous Part-Time Member shall be entitled to the full benefits contemplated in Article XIII (Tuition Free Classes).
- XXII.15 Sessional Ratio: In the calculation of the ratio specified in Article IV.2 (Sessional Ratio) a Continuous Part-Time Member shall be counted as a Continuous Member.

NEGOTIATING PROCEDURES - APPENDIX 'A'

1. For the purpose of concluding a new Agreement, not later than January 15, immediately prior to the date stated in the Agreement for expiration or termination, the Board and Association shall follow the procedures outlined:
 - (a) Each party hereto shall select a negotiating team of not more than four members.
 - (b) Each party shall prepare and deliver to the other, a list of problem areas and the clauses in the Collective Agreement relating to these problems with a view to mutually resolving these problems. No clause in the Agreement shall be interpreted so as to exclude matters from negotiations that are not currently addressed in the Collective Agreement.
 - (c) Any provision of the Agreement not specifically mentioned or set out on either of such lists shall remain unchanged and in full force and effect during the term of the Agreement being negotiated, and shall form part of the new Agreement.
 - (d) The Association and the Board shall select a mediation officer when it is mutually perceived that such an officer could assist in facilitating negotiations.
2. During the period January 15 to February 28:
 - (a) The parties' negotiating teams shall meet as necessary to negotiate in good faith in order to resolve the problems as exchanged.
 - (b) Any item may be negotiated separately and agreement reached on any item shall be evidenced by a written document signed by the Chairmen of both negotiating teams.
3. In the event that all items have not been agreed upon by March 1:
 - (a) Negotiations shall cease.
 - (b) The negotiating teams shall forthwith establish an Arbitration Panel to resolve the outstanding issues. The Panel shall be established as follows:
 - Step 1. The Board will submit the name of its Arbitration Officer and the Association will submit the name of its Arbitration Officer by April 1. If either party fails to make its appointment by April 1, then the other party may apply to a Justice of the Court of Queen's Bench of Alberta to make the appointment.

APPENDIX 'A' (cont'd)

Step 2. The two appointed Officers will jointly select a third who shall be Chairperson to make up the Arbitration Panel according to the following criteria:

- (i) The Chairperson selected shall have had teaching or administrative experience in a Post Secondary Educational Institution.
 - (ii) If the two appointed members are unable to agree on a Chairperson by May 1, the two negotiating teams shall apply to a Justice of the Court of Queen's Bench of Alberta to make an appointment taking consideration of the criteria outlined above.
4. (a) (i) The Arbitration Panel shall hold one or more hearings with the parties giving each party opportunity to make such representations as it desires.
- (ii) At the first hearing of the Arbitration Panel, each party shall deliver to the Arbitration Panel copies of memoranda of agreement reached by the parties during prior negotiations pursuant to 2.B.
- (iii) Each party may have at least one representative at any hearing by the Arbitration Panel.
- (iv) Agreement reached upon any item during the hearings of the Arbitration Panel shall be evidenced in the manner set out in Article 2.B.
- (b) The Chairman of the Arbitration Panel shall deliver to the Chairman of the Board and President of the Faculty Association, in writing, the decision of the Panel, whereupon these decisions shall be incorporated in the new Agreement.
- (c) The Arbitration Panel shall not be required to state any reasons for the decision it has made.

(cont'd)

APPENDIX 'A' (cont'd)

5. General

- (a) In the event a period within which or a date upon which any act or step hereunder is to be taken begins, ends, or falls on a Sunday or holiday, the next business date following such Sunday or holiday shall be the date on which such period begins, ends, or on which such step or act is to be taken.
- (b) All time periods and dates hereinbefore referred to may be altered by mutual consent of the parties.
- (c) Failure to adhere to this Negotiating Procedure shall constitute a grievable issue under the "Collective Agreement".
- (d) This portion of the Agreement (Appendix A) shall remain in full force and effect until legislation is proclaimed which will ensure the conclusion of a Collective Agreement.
- (e) Time shall be of the essence of the Agreement which shall ensure to the benefit of, be endorsable by, and binding upon the parties hereto and their respective administrators and successors.

CONTINUOUS APPOINTMENT APPEAL PROCESS - APPENDIX 'B'

DEFINITIONS:

Continuous Appointment Appeal Committee: will be composed of two senior academic administrators appointed by the Board Chairperson and two continuous appointment faculty members who shall be appointed by the Faculty Association and shall normally be drawn from the Faculty Association's Professional Standards Committee. The members of this Committee shall not have been members of the original Continuous Appointment Committee.

Appellant: a probationary member who is not offered a continuous appointment.

Respondent: the President of Red Deer College.

PROCEDURES:

1. To initiate action, the appellant shall submit a written Request for Appeal to the Board Chairperson within ten (10) working days of notification of the continuous appointment decision. If this Request is not submitted within the specified time, the right of appeal is deemed to have been forfeited. The appellant shall include in the Request reason(s) why he/she believes an appeal is warranted.
2. The Board Chairperson shall within five (5) working days of the receipt of the Request appoint two senior academic administrators, one of whom shall be named Chairperson. Within five (5) working days of his/her appointment, the Chairperson will convene a Continuous Appointment Appeal Committee (CAAC) and send each member of the committee a copy of the President's letter denying the appellant continuous appointment and the appellant's Request for Appeal. The appellant shall be notified when the CAAC has been convened.
3. Within five (5) working days of notification, the appellant shall provide to the CAAC and the respondent as much information as he/she deems to be necessary to support the appeal. (The appellant must provide copies of this information to all individuals and/or groups cited in the appeal.) Upon receipt of the appellant's information and within five (5) working days, the respondent may provide written information to the CAAC and the appellant. Within this same time frame, meetings between 1. the appellant and the CAAC and, 2. the respondent and the CAAC may be arranged at the request of any or all parties.

(cont'd)

APPENDIX 'B' (cont'd)

4. After reviewing the information provided by the appellant and, if applicable, the respondent, and at the conclusion of all requested meetings with the appellant and/or the respondent, the CAAC will decide within five (5) working days if the appeal should be investigated further.
 - (a) If the CAAC believes that appellant's case lacks merit, then the CAAC will inform the President of its recommendation and ask that this recommendation be taken to the next Board meeting.
 - (b) If the CAAC believes that the appeal should be further examined, it may seek information relevant to the grounds of the appeal from the appellant, the respondent, or the Continuous Appointment Committee involved. In reviewing this information, the CAAC may seek verification from others. The CAAC shall have the authority to establish criteria and process for the purpose of evaluating the appeal and shall use such criteria and process to determine the validity of the continuous appointment decision. The criteria and process shall apply to that appeal only.
5.
 - (a) After considering all the evidence brought forward, the CAAC shall decide in favour of or against the continuous appointment decision and forward its recommendation to the College President for the Board's decision at its next meeting.
 - (b) The CAAC should conclude its deliberations as expeditiously as possible and in not more than forty-five (45) working days after receipt of the Request for Appeal by the Board Chairperson. If for any reason the CAAC is unable to render a majority decision within the forty-five (45) days, it shall be deemed to have properly completed its deliberations and be deemed to have decided to make no recommendation to the College President. The College President shall inform the Board and the Board shall make a decision at its next meeting.
6. After making its decision, the Board shall notify the appellant in writing within five (5) working days. This decision is non-grievable.

NOTE: If under the circumstances, an extension of any specified period of time is agreed to by the CAAC, the Chairperson of the Committee shall inform all parties of the delay and the proposed new timelines. The Chairperson shall similarly continue to inform all parties should additional extensions be required. This rider does not apply to the forty-five (45) day maximum noted in #5 above.

LETTER OF UNDERSTANDING

Between
FACULTY ASSOCIATION OF RED DEER COLLEGE
and
RED DEER COLLEGE BOARD OF GOVERNORS

Be it agreed that FARDC shall have representation on the Benefits Advisory Committee.

Mr. Don Haldane, Chairman
Board Negotiations Committee

Mr. Les LaBranche, Co-Chairman
FARDC Negotiations Committee

Date

Mr. Fred Cardwell, Co-Chairman
FARDC Negotiations Committee

LETTER OF UNDERSTANDING

Between
FACULTY ASSOCIATION OF RED DEER COLLEGE
and
RED DEER COLLEGE BOARD OF GOVERNORS

Be it agreed that the Terms of Reference of the Capital Facilities Development Committee will be modified to reflect the following:

1. Develop for COSA's approval the Campus Master Plan and Campus Master Plan updates.
2. Review and recommend for COSA's approval capital projects that involve the use of unexpended funds. Note that any drawdown of unexpended funds requires Board approval.

Mr. Don Haldane, Chairman
Board Negotiations Committee

Mr. Les LaBranche, Co-Chairman
FARDC Negotiations Committee

Date

Mr. Fred Cardwell, Co-Chairman
FARDC Negotiations Committee

LETTER OF UNDERSTANDING

Between
FACULTY ASSOCIATION OF RED DEER COLLEGE
and
RED DEER COLLEGE BOARD OF GOVERNORS

Be it agreed that for the 1995/96 contract period, that continuous and probationary academic staff members whose main instructional workload has traditionally been scheduled in the Fall and Winter terms cannot be required to teach during the Express or Spring/Summer terms, but may opt to do so by mutual agreement with the College.

Mr. Don Haldane, Chairman
Board Negotiations Committee

Mr. Les LaBranche, Co-Chairman
FARDC Negotiations Committee

Date

Mr. Fred Cardwell, Co-Chairman
FARDC Negotiations Committee