

FARDC/BOARD  
Collective Agreement

RFD DEER COLLEGE



NAME	POSITION	DATE

**COLLECTIVE AGREEMENT**

THIS AGREEMENT MADE this 1<sup>st</sup> day of July 1998.

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")

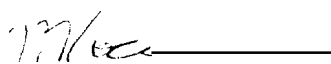
OF THE SECOND PART

**WHEREAS THE PARTIES HERETO** 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

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## DEFINITIONS

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

- Academic Staff - Member - Any person who instructs courses in a Program approved by Alberta Advanced Education for which a transcript, official diploma or certificate is given by Red Deer College. Librarians and Counselors shall be included as Academic Staff Members. Any disputes regarding the status of Academic Staff Member shall be resolved by mutual agreement between the Board and Faculty Association of Red Deer College.
- 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 person who is designated by the Red Deer College Board of Governors.
- Board/Faculty Professional Development Committee - The Committee will be composed of one administrator, and shall normally be one continuous appointment member per academic division with a maximum of 6 voting members (5 Academic Members and 1 Trades Member).
- 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 and shall normally be one continuous appointment member per academic division
- 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 Vice-president Education, 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.

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- Continuous Appointment - An academic staff member employed and so designated by the Board on 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.
- Dean - (or designate) - immediate senior administrator.
- 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 Extension Services, 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.

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Instructional Hour - The actual length of an instructional hour varies depending on the type of 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.

President - Shall signify the President of Red Deer College or ~~his~~ designate. *MLB*

Probationary Member - Those members employed by the Board on a probationary contract as specified in Article III.

Replacement Sessional - Those Academic Staff 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.

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ARTICLE I - LENGTH OF AGREEMENT

- I.1 This agreement shall take effect on the first day of July, 1998 and shall remain in force until the 30th day of June, 2000.
- 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, 2000, then this Agreement shall remain in full force and effect until such time as a new or re-negotiated Agreement is concluded.

ARTICLE 11 - 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.

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ARTICLE III - PROBATION

- III.1 Initial appointment of a probationary Academic Staff 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 Academic Staff Member shall be placed.
- III.2 During the first three (3) years of a Academic Staff 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 Academic Staff Member giving the Board three (3) months notice in writing. The President of the Faculty Association shall be informed prior to termination of a Academic Staff Member by the Board.
- III.3 Vacation entitlement is additional to the three (3) months aforementioned. The probationary Academic Staff 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 Academic Staff 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 Academic Staff Member. This Committee shall make a recommendation regarding the continuous appointment of probationary Academic Staff Members to the President. A probationary Academic Staff 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 Academic Staff 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.)
  - (b) The President shall notify the Academic Staff Member in writing whether the Academic Staff 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 Academic Staff Member's probationary appointment. In the event that such notice is not given by that date, the Academic Staff 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.

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- (c) In the event of a faculty Academic Staff 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 Academic Staff Member being given the notice of continuous appointment in the manner prescribed, the Academic Staff 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 Academic Staff Member shall be deemed to have refused employment and the employment of that Academic Staff 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 Academic Staff 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.

- (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 Academic Staff 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 Academic Staff Members may be appointed to teach a full load for a period of:

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- (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 Academic Staff 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 Academic Staff Members who are on sabbatical leaves, long-term leaves, deferred salary leaves, maternity leaves, paternity leaves, long term disability, or faculty Academic Staff 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 Academic Staff Members to sessional faculty Academic Staff 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.

IV.5 Where a sessional or replacement sessional Academic Staff 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 An Academic Staff Member who has held two or more sessional contracts and whose sessional position remains will automatically be rehired provided that:

- (a) his/her evaluations are satisfactory, and
- (b) the qualifications and experience required in the position remain substantially the same and,
- (c) budget permits

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V.7

If the contract of a sessional or replacement sessional Academic Staff Member is terminated, other than for just cause or unsatisfactory performance, the Academic Staff 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 Academic Staff Members.

Workload is measured by instructional hours by department. Workload for individual Academic Staff Members will be assigned by the Dean in consultation with the Department Chair/Trade Rep., and the Academic Staff 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 Academic Staff Members equal workload norms plus an additional 45 instructional hours.

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<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

<u>Division</u>	<u>Department</u>	<u>Workload Norm</u>	<u>Workload Maximum</u>
Health & Science	Nursing Continuous Sessional	550	* 600
		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 IO-month contracts and required to teach for 3 terms.</p> <p>*** One 320-hour practicum supervision every second spring.</p>			

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<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

<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	

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

INSTRUCTIONAL STAFF (Trades and Technology Programs identified by Apprenticeship and Industry Training Act)

- (a) Workload for instructional Academic Staff 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.
- (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 Academic Staff Members, 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 Academic Staff Members will be credited with workload in non-credit courses provided through the Extension Services. The number of hours taught through the Extension Services 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 Extension Services 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 Academic Staff Member to maintain a full workload without the Extension Services 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 Extension Services.



- (f) Workload allocated shall be based on a “normal workload” and when circumstances warrant, after consultation with the Academic Staff Member, an Academic Staff Member may be required to instruct to a “maximum workload” once in any 3 year period. In extraordinary circumstances, and after consultation with and agreement with, any Academic Staff Member required to instruct to a “maximum workload” for 2 or more consecutive terms shall be given overload pay pursuant to Article VII.9 for workload beyond the “normal workload”.

#### V.4

#### NON-INSTRUCTIONAL STAFF

- (a) Workloads for non-instructional Academic Staff 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 Academic Staff Members shall engage in developmental activities which shall be approved by their Dean.
- (c) Should any of these Academic Staff Members be required to teach, there shall be an adjustment in the Academic Staff Member’s workload that is mutually agreeable.

#### V.5

#### RECOGNITION OF OTHER DUTIES

Academic Staff 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 Academic Staff 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

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- (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

V.6

#### DEVELOPMENTAL ACTIVITIES

- (a) In addition, when not assigned to teach, instructional Academic Staff Members shall engage in developmental activities which shall be approved by their 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 Dean, in consultation with the individual Program Chairperson/Department head.
- (b) Trades and technology staff Academic Staff Members whose programs are identified by the Apprenticeship and Industry Training Act that are designated as a Trades Representative Instructor by the Vice President Education shall be paid a stipend.

V.8

#### TRAVEL TIME

- (a) A Academic Staff 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).

V.9

#### WORKLOAD APPEALS

- (a) If an individual Academic Staff Member (after consultation with his/her Dean) is dissatisfied with his/her 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 Academic Staff 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 Academic Staff Member may be terminated for any one or more of the following reasons:

- (a) decrease in enrolment in the Academic Staff Member's area of instruction;
- (b) discontinuation or cancellation of a course or program in the Academic Staff Member's area of instruction;
- (c) insufficient student demand in the Academic Staff Member's area of instruction;

(in this Article VI, referred to as the "Affected Academic Staff Member").

VI.2 Prior to making the decision to terminate the Continuous Academic Staff Member as contemplated in Article VI.1, the President, in his/her sole discretion, may reassign the Affected Academic Staff 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 Affected Academic Staff Member shall take into consideration the following:

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- (a) the Affected Academic Staff Member's willingness to be reassigned;
- (b) the advice and opinion of the Board/Faculty Professional Development Committee;
- (c) the qualifications of the Affected Academic Staff Member to teach the Reassignment Position.

VI.4 The reassignment of the Affected Academic Staff Member may be to a position then occupied by a Probationary or Sessional Academic Staff Member with the result that the Probationary or Sessional Academic Staff Member's employment or contract will be terminated.

VI.5 Should the President decide to offer to reassign the Affected Academic Staff Member, he shall do so in writing (the "President's Offer"). The Affected Academic Staff Member may accept the President's Offer in writing within 30 days of receiving the same. Failure of the Affected Academic Staff 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 Affected Academic Staff Member and the Affected Academic Staff Member accepts the reassignment, the Affected Academic Staff Member shall continue his/her employment with the College as a Continuous Academic Staff Member.

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 Affected Academic Staff 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 Affected Academic Staff Member, rather than reassignment as herein contemplated, the College may terminate the employment of the Affected Academic Staff Member as follows:

- (a) in the event that the Affected Academic Staff Member has been employed by the College for a period less than 12 years, by giving 12 months 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 months notice;
- (b) in the event that the Affected Academic Staff 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.

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VI.9

The employment of an Affected Academic Staff Member shall not be terminated or the Affected Academic Staff Member shall not be reassigned from an instructional area if:

- (a) there is workload which is then being supplied to the College by part-time and/or Sessional Academic Staff Members in that instructional area; and
- (b) the workload being supplied by the part-time and/or Sessional Academic Staff Members is a full workload for a Continuous Academic Staff Member; and
- (c) the Affected Academic Staff 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 Affected Academic Staff Member could become qualified for a Reassignment Position as a result of the Affected Academic Staff Member undertaking professional development for a period no greater than one year, the President, in his/her sole discretion, may grant to the Affected Academic Staff 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").
- (b) In the event that the President should grant Reassignment Leave to the Affected , the Affected Academic Staff 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 Affected Academic Staff 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 Affected Academic Staff Member as contemplated in this Article VI.2.
- (d) In the event that the reassignment of the Affected Academic Staff Member is not possible, the President may then terminate the employment of the Affected Academic Staff Member in accordance with the provisions of Article VI.8.

## ARTICLE VII - SALARIES

VII.1

The Academic Staff 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 Academic Staff Member employed by the Board.

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## RED DEER COLLEGE

## FACULTY GRID

JULY 1, 1998 - JUNE 30, 1999

	I	II	III	IV	V	VI	VII	VIII
1	42,343	40,041	37,908	35,437	32,973	30,507	37,017	35,355
2	44,436	42,068	39,869	37,320	34,816	32,301	38,962	37,295
3	46,536	44,095	41,826	39,213	36,653	34,076	40,899	39,236
4	48,629	46,122	43,782	41,100	38,490	35,836	42,841	41,176
5	50,725	48,146	45,742	42,986	40,330	37,626	44,780	43,117
6	52,826	50,180	47,695	44,873	42,170	39,406	46,722	45,059
7	55,406	52,202	49,655	46,763	44,009	41,186	48,662	47,000
8	57,017	54,228	51,613	48,654	45,846	42,834	50,606	48,942
9	59,113	56,259	53,568	50,537	47,680	0	52,543	50,882
10	61,212	58,284	55,532	52,558	0	0	54,647	52,918
11	63,659	60,615	57,752	0	0	0	0	0

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ARTICLE VII - SALARIES (cont'd)

VII.2

RED DEER COLLEGE

FACULTY GRID

JULY 1, 1999 - JUNE 30, 2000

	I	II	III	IV	V	VI	VII	VIII
1	44,037	41,643	39,424	36,854	34,292	31,727	38,498	36,769
2	46,213	43,751	41,646	38,813	36,209	33,593	40,520	38,787
3	48,397	45,859	43,499	40,782	38,119	35,439	42,535	40,805
4	50,574	47,967	45,533	42,744	40,030	37,269	44,555	42,823
5	52,754	50,072	47,572	44,705	41,943	39,131	46,571	44,842
6	54,939	52,187	49,603	46,668	43,857	40,982	48,591	46,861
7	57,622	54,290	51,641	48,634	45,769	42,833	50,608	48,880
8	59,298	56,397	53,678	50,600	47,680	44,547	52,630	50,900
9	61,478	58,509	55,711	52,558	49,587	0	54,645	52,917
10	63,660	60,615	57,753	54,660	0	0	56,833	55,035
11	66,205	63,040	60,062	0	0	0	0	0

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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.
- 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 Academic **Staff** 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.]
- (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 Academic Staff 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 Academic Staff Member's rights under the Assessment of Faculty Policy.

VII.6 ADVANCEMENT OF STEP

- (a) Upon the approval of the Dean or Vice-president Education and the approval of the President, a Academic Staff 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 step increment is an indication of meritorious performance as per the evaluation policy and shall not be withheld unless:

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- (i) an Academic Staff 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 Academic Staff Member and the Dean or Vice-President Education, and
  - (iii) the Academic Staff Member has failed or has been unable to improve his/her 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 Academic Staff Member will be eligible for a salary step advancement on the calendar date of the anniversary of their first sessional contract provided that the Academic Staff 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.

VII.7

ADVANCEMENT IN GRADES

- (a) An Academic Staff Member may apply for placement on the same step of another his/her 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 an Academic Staff 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, an Academic Staff Member's salary shall not be reduced. An Academic Staff 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.

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11.9 An Academic Staff Member employed to teach overload (the upper limit of an individual's normal workload being determined within each Division by consultation among divisional Academic Staff Members and their Dean) shall be paid a minimum of 1/16 of the base salary of the Academic Staff Member for each single-term course taught. In the Technical Training Division, overload compensation shall be 1/140 of the Academic Staff 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 Academic Staff Member covered.

VIII.2 The Board shall pay seventy-five percent (75%) of the Supplemental Health Care premium for each Academic Staff 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 Academic Staff 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 Academic Staff Member, or on June 30 immediately following the Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff Member or members of the plan, and shall remit same to the appropriate company or companies as required.

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IX.4 The Board shall pay 75% of the premium for Basic Life insurance (an amount equal to two (2) times the Academic Staff 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 Academic Staff Member's annual salary).

IX.5 All coverage under this article ceases on the date of retirement of a Academic Staff Member, or on June 30 immediately following the Academic Staff Member's sixty-fifth (65th) birthday, whichever occurs first.

ARTICLE X - VACATIONS

X.1 STATUTORY HOLIDAYS

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

New Year's Day	Labour 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 Academic Staff Members covered by this agreement shall be entitled to forty-five (45) working days vacation annually, excepting:

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

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

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

X.2.2 Replacement Sessional Academic Staff 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 Academic Staff 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.

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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 Vice-president Education 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 **an** Academic Staff Member during his/her vacation period, and if the Academic Staff Member agrees, then he may choose:

- (a) to be paid 1/12 of his/her 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/her regular salary for that period for which he forfeited his/her vacation, or
- (b) he/she may elect to have that portion of his/her 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 an Academic Staff Member terminates employment prior to completion of a year's employment, the Academic Staff 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 an Academic Staff Member to be absent from duty for a period of five (5) consecutive working days or less.

Each Academic Staff 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 an Academic Staff 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 Academic Staff Member is eligible for coverage under the Long-Term Disability Plan pursuant to the terms of that Plan.

Notwithstanding the above, an Academic Staff 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.

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 an Academic Staff Member's absence was necessitated by illness if any such absence exceeds two days.

XI.2

MATERNITY LEAVE

XI.2.1

A Continuous Academic Staff Member, or Probationary Academic Staff Member, or Conditional Continuous Academic Staff 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 Academic Staff 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.

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- 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 Academic Staff 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.
- XI.2.6 For the portion of Maternity Leave where the pregnant Academic Staff 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 Academic Staff Member a combined weekly rate of the Unemployment benefit and SUB payments of 95% of the Academic Staff 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 Academic Staff Member shall access for pay for a maximum period of thirteen (13) weeks.
- XI.2.8 The Academic Staff 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 Academic Staff Member shall be deemed to have resigned her position with the Board.
- XI.2.9 An Academic Staff 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 Academic Staff Member should become entitled to the benefits as contemplated in Article XI.2.6 above, the period of time during which the Academic Staff 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 an Academic Staff 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 an Academic Staff 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 Academic Staff Member shall be considered as having been on Maternity Leave.

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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 Academic Staff Member on paternity/adoption leave must inform the President, in writing, of his/her 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 Academic Staff Member has resigned.

XI.3.3 An Academic Staff Member returning from paternity/adoption leave will be eligible for all Academic Staff Member benefits as if(s)he had been continuously employed. However, the leave shall not count towards his/her service time under the contract or towards his/her earnings of an increment.

XI.3.4 An Academic Staff Member who receives pay in lieu of vacation in respect to his/her prior service shall, on his/her return to work, commence accumulating his/her vacation entitlement from the date of re-employment.

XI.3.5 An Academic Staff 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/her resignation.

XI.3.6 If an Academic Staff Member seeks paternity leave due to the legal adoption of children, the foregoing provisions shall apply.

XI.4 COMPASSIONATE LEAVE

XI.4.1 An Academic Staff Member shall be granted compassionate leave as circumstances warrant, as determined and agreed upon by the Administration.

XI.5 LONG TERM LEAVES OF ABSENCE

XI.5.1 An Academic Staff 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 Academic Staff Member in writing of the Board's decision upon the application. Should the Academic Staff Member wish to teach part-time during his/her leave of absence he shall enter into a separate contract with the College.

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

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ARTICLE XI - LEAVES FROM COLLEGE (cont'd)

XI.5.3 The provisions of the Collective Agreement shall not apply during long term salary leave, except that the Academic Staff 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, an Academic Staff 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 Academic Staff Member may choose at his/her 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.6.4 An Academic Staff Member granted a deferred salary leave shall obtain a position on his/her return. The period during which a person is on leave shall not count toward his/her service time under the contract or toward his/her 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 Academic Staff 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, maternity, paternity, deferred salary or long-term leave of absence.

XI.9 REHABILITATION LEAVE

(a) In the event that an Academic Staff Member, in the sole opinion of the Board, is abusing alcohol or drugs, the Board shall advise that Academic Staff Member in writing of its opinion and may, at the expense of the College,

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direct the Academic Staff 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) An Academic Staff 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 Academic Staff Member is abusing alcohol and/or drugs, the Board may direct that Academic Staff 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 Academic Staff Member to attend counselling and other treatments while attending to the Academic Staff Member's employment duties;
  - (ii) In-Patient: being a Rehab Programme which will require the Academic Staff Member to be absent from his/her employment duties.
- (d) In those instances where the Rehab Programme is on an Out-Patient basis, the College, where necessary for the Academic Staff 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 Academic Staff 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 Academic Staff Member shall receive his/her salary and other benefits as provided for by this Agreement.
- (g) In the event that an Academic Staff Member is required to undertake a second (or more) Rehab Leave, the Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff Member or the Association

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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 an Academic Staff Member arising from use of alcohol and/or drugs, and the Academic Staff 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 Academic Staff 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 and the Innovative Instructional Trust 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 Academic Staff Members instructing in Trades and Technology Programs identified by the Apprenticeship and Industry Training Act.
- (b) An Academic Staff Member shall submit to the President, no later than January 15 of the year in which he wishes to commence his/her 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.
- (c) During a sabbatical leave of more than six (6) months, the Academic Staff 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:

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- (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 Academic Staff 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 an Academic Staff Member that it has an obligation to ensure that a position is made available on his/her return on the understanding that all relevant clauses of the Collective Agreement remain in effect during his/her absence, and the period during which an Academic Staff Member is on sabbatical leave counts toward his/her service time under the Collective Agreement but not toward his/her earning of an increment.
- (g) An Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff Member or each Directly Related Person shall be one (1) **per** term.
- (c) the Academic Staff 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 Academic Staff Member or Directly Related Person wishes to enrol, the College shall pay to the Academic Staff 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 an Academic Staff Member shall terminate on June 30 immediately following the sixty-fifth birthday.

XIV.2 Notwithstanding the above, the Academic Staff Member and the Board may mutually agree upon the continuation of the Academic Staff 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 Academic 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/her 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 Chief Academic Officer, upon review, lifts the suspension, no pay shall be deducted from its Academic Staff Member pay cheque.
  - (d) If the Chief Academic Officer 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 An Academic Staff Member may be suspended on reasonable grounds by the Chief Academic Officer or his/her representative. In the event that an Academic Staff 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 Academic Staff Member shall be entitled to all regular salary and benefits accruing from the time of suspension.

Upon suspending an Academic Staff Member, the Chief Academic Officer shall forthwith give notice and reasons in writing for the suspension to the Academic Staff Member.

An Academic Staff Member? while suspended as aforesaid, shall not, without the consent of the Chief Academic Officer, be present at the College in an official (instructional or work) capacity.

The Chief Academic Officer 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 Chief Academic Officer may deem necessary and

appropriate. Before making a decision, the Chief Academic Officer will first meet with the Faculty Association Executive and provide them with a copy of the correspondence sent to the suspended Academic Staff Member. The Chief Academic Officer will subsequently consider any advice and opinion from the Association in making the decision aforementioned.

## XVII.2

### PROCEDURES GOVERNING DISMISSAL OF A CONTINUOUS MEMBER

An Academic Staff Member may be dismissed on the grounds of incompetency related to his/her function as an Academic Staff Member or on the grounds of unprofessional conduct. No Academic Staff Member with Continuous Appointment shall be dismissed by the Board except in accordance with these provisions and procedures.

- (a) The Dean of an Academic Staff Member shall be responsible for assessing whether grounds exist for recommending that the Academic Staff Member be dismissed, and shall formulate in writing, the grounds for recommending dismissal and deliver them to the Chief Academic Officer.
- (b) If the Vice-president Education 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 Academic Staff Member, or post by registered mail to the Academic Staff Member's last known home address, a copy of the grounds set out by the Dean. He/she shall appoint a time within five (5) days to review the Dean's grounds with the Academic Staff 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 Academic Staff Member, the Chief Academic Officer shall, within five (5) days, inform the Academic Staff 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 Chief Academic Officer.
- (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 Chief Academic Officer of the College and the President of the Faculty Association who shall forthwith make their appointments to the Dismissal Hearing Committee.

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- (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 Chief Academic Officer 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 Chief Academic Officer'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 Chief Academic Officer'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 an Academic Staff Member has first made recourse to the provisions of this Article, the decision of the Board shall not preclude recourse by the Academic Staff Member to the ordinary courts.

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

XVIII.1

If an Academic Staff 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 Academic Staff 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 Academic Staff Member(s):

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- Step 1 The Academic Staff Member or Academic Staff 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/her designee within sixty (60) days of the act causing the grievance. The President or his/her designee shall make known his/her decision to the grievor(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 grievor, (s)he may then submit the grievance to arbitration within fifteen (15) days on receipt of the grievance.

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.
- (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 Academic Staff 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 Academic Staff Members to be available. In taking this action, those Academic Staff Members that are on the committee and available will be consulted. If none of the relevant committee Academic Staff 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 Academic Staff Member's personnel file
  - (c) be delivered or mailed to the Academic Staff 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 Academic Staff Member.
- XXI.3 Each Academic Staff Member shall, upon giving reasonable notice to the Board, have access to all matters of discipline compiled by the Board in respect to that Academic Staff Member and his/her employment. Further at the Academic Staff Member's request and expense the Board shall provide the Academic Staff Member with photocopies of any of the aforesaid documents.
- XXI.4 An Academic Staff 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 an Academic Staff Member, disciplinary notices and reprimands will be purged from the Academic Staff 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 Academic Staff Member, as hereinafter provided for, a Continuous Academic Staff Member may become employed by the Board on a part-time basis and thereby have the status of a Continuous Part-Time Academic Staff 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 Academic Staff Member pro rata, based on the percentage workload which that particular Continuous Part-Time Academic Staff Member is then working.
- XXII.3 Application Procedure: A Continuous Academic Staff 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 Academic Staff Member is seeking as a Continuous Part-Time Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff Member wish to renew his/her status as a Continuous Part-Time Academic Staff Member, the Continuous Academic Staff Member may from time to time, submit further Applications as contemplated in Article XXII.3 above.

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 Academic Staff Member's status as a Continuous Part-Time Academic Staff Member shall be concluded at which time the Continuous Academic Staff 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 Academic Staff Member's position, the Continuous Academic Staff 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 Academic Staff 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 Academic Staff 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

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

the Continuous Academic Staff 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 Academic Staff Member had as a Continuous Part-Time Academic Staff Member.

#### XXII.9

##### Salary:

- (a) The Continuous Part-Time Academic Staff 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 Academic Staff Member.
- (b) The Continuous Part-Time Academic Staff 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 Academic Staff Member.
- (c) A Continuous Part-Time Academic Staff Member shall not be paid over-load payments as contemplated in Article VII.9 (Overload). In the event that the Continuous Part-Time Academic Staff 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 Academic Staff Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Academic Staff 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 Academic Staff Member is working.

- (b) For purposes of clarity, the Continuous Part-Time Academic Staff Member shall be an insured under Article IX.1 (General Comprehensive Disability Insurance).
- (c) Provided that the Continuous Part-Time Academic Staff Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Academic Staff 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 Academic Staff Member is working.
- (d) The Continuous Part-Time Academic Staff Member's pensionable service and benefits thereunder shall accrue in accordance with the regulations of the Local Authorities Pension Plan.

XXII.11

Vacations: The Continuous Part-Time Academic Staff 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 Academic Staff Member is working.

XXII.12

Leaves of Absence:

- (a) The Continuous Part-Time Academic Staff 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 Academic Staff 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 Academic Staff 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 Academic Staff Members.
- (b) A Continuous Part-Time Academic Staff Member shall not be entitled to apply for leave under Article XII.3 (Sabbatical Leaves).
- (c) A Continuous Part-Time Academic Staff Member that resumes working a full workload (and thereby ceases to be a Continuous Part-Time Academic Staff 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 Academic

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Staff Member) for the purpose of determining eligibility for Sabbatical Leave.

XXII.14 Tuition Free Classes: A Continuous Part-Time Academic Staff 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 Academic Staff Member shall be counted **as** a Continuous Academic Staff 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 Academic Staff 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 Chairpersons 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.

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PPENDIX '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 Academic Staff 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 Chairperson of the Arbitration Panel shall deliver to the Chairperson 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.

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 Academic Staff Members who shall be appointed by the Faculty Association and shall normally be drawn from the Faculty Association's Professional Standards Committee. The Academic Staff Members of this Committee shall not have been Academic Staff Members of the original Continuous Appointment Committee.

Appellant: a probationary Academic Staff 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 Academic Staff 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.

APPENDIX 'B' (cont'd)

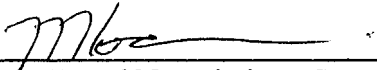
4. After reviewing the information provided by the appellant and, if applicable, the respondent, and at the conclusion of all requested meetings with the appellant and/or the respondent, the CAAC will decide within five (5) working days if the appeal should be investigated further.
  - (a) If the CAAC 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.

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**LETTER OF UNDERSTANDING**  
**Between:**  
**FACULTY ASSOCIATION OF RED DEER COLLEGE**  
**- and -**  
**RED DEER COLLEGE BOARD OF GOVERNORS**

**IT IS HEREBY AGREED** between the parties that a Joint Committee be struck for the purpose of the development of a recommendation regarding Copyright at Red Deer College. The Committee shall report its recommendation to the respective Chairs of the Board/FARDC Negotiation Committees on or before June 30, 1999.

  
\_\_\_\_\_  
Chair, Board Negotiations Committee

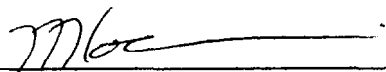
\_\_\_\_\_  
Co-chair FARDC Negotiations Committee

*January 1, 1999*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Co-Chair FARDC Negotiations Committee

**LETTER OF UNDERSTANDING**  
**Between:**  
**FACULTY ASSOCIATION OF RED DEER COLLEGE**  
**- and -**  
**RED DEER COLLEGE BOARD OF GOVERNORS**

**IT IS HEREBY AGREED** between the parties that a Joint Committee be struck for the purpose of the development of a recommendation regarding Workload at Red Deer College. The Committee shall report its recommendation to the respective Chairs of the Board/FARDC Negotiation Committees on or before June 30, 1999.

  
\_\_\_\_\_  
Chair, Board Negotiations Committee

\_\_\_\_\_  
Co-chair FARDC Negotiations Committee

*January 1 1999*  
\_\_\_\_\_  
Date

*R. M. Blades*  
\_\_\_\_\_  
Co-chair FARDC Negotiations Committee

LETTER OF UNDERSTANDING  
Between:  
FACULTY ASSOCIATION OF RED DEER COLLEGE  
- and -  
RED DEER COLLEGE BOARD OF GOVERNORS

IT IS HEREBY AGREED between the parties that Part Time Instructors at Red Deer College shall be included in the Collective Agreement effective July 1, 1999.

IT IS FURTHER AGREED that the definition of Part Time member shall be as follows:

Those members employed in a specified term position but carrying less than a full teaching workload.

IT IS FURTHER AGREED that Part Time Instructors presently employed at Red Deer College (excluding Apprenticeship and Trades) shall receive an increase to their existing salary of Four (4%), effective July 1, 1998.

IT IS FURTHER AGREED that Part Time Instructors employed in Apprenticeship and Trades shall be placed initially on Step 4 and Part Time Instructors other than Apprenticeship and Trades shall be placed on Step 1 of their appropriate Grade on the FARDC grid according to Articles VII.3 and VII.4.

Salary shall be based on 8/12's of the grid salary and prorated against workloads of:

600 hours in clinical nursing  
720 hours in Apprenticeship and Trades  
425 hours all other programs

Each Part Time Member, in addition to salary as stated above shall receive Fourteen (14%) percent in lieu of non-statutory benefits and vacation pay.

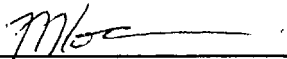
*AMB*  
*ML*

IT IS FURTHER AGREED that the Board shall make provision in its budget for professional development in an amount equal to Five (5%) of the total Part Time Salaries for the purpose of providing part Time Faculty Members with viable professional development deemed by the Professional Development Committee to be worthwhile and which funds shall be administered by a Board/Faculty Professional Development Committee.

IT IS FURTHER AGREED that the Board shall normally maintain a ratio of 65:35 of continuous and probationary appointment instructors to sessional and part time instructors and not to exceed 62:38. This ratio shall not include Replacement Members referred to in Article IV.2.

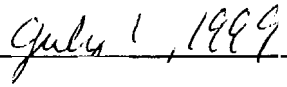
AND IT IS AGREED that a Part Time Member shall be eligible for a salary step advancement at the commencement of the next term (Fall, Winter, Spring or Summer) after having instructed the equivalent of their full workload, namely:

- 600 hours in clinical nursing
- 720 hours in Apprenticeship and Trades
- 425 hours all other programs



\_\_\_\_\_  
Chair, Board Negotiations Committee

\_\_\_\_\_  
Co-chair FARDC Negotiations Committee



\_\_\_\_\_  
Date



\_\_\_\_\_  
Co-Chair FARDC Negotiations Committee

**LETTER OF UNDERSTANDING**

Between:

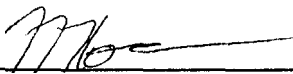
**FACULTY ASSOCIATION OF RED DEER COLLEGE**

- and -

**RED DEER COLLEGE BOARD OF GOVERNORS**

**IT IS HEREBY AGREED** between the parties that the following policies shall remain in effect for the term of the Collective Agreement. New policies/procedures regarding the aforementioned (which may be presently under review by the Board) may, with the approval of FARDC, supersede the following:

- 1) Academic Freedom (Effective March 18,1987)
- 2) Course Enrollment Limit (Effective June **22,1994**)
- 3) Grading (Effective July 1,1993)
- 4) Program Review (Effective October **1996**)

  
\_\_\_\_\_  
Chair, Board Negotiations Committee

\_\_\_\_\_  
Co-chair FARDC Negotiations Committee

*July 1, 1998*  
\_\_\_\_\_  
Date

*L M Blader*  
\_\_\_\_\_  
Co-chair FARDC Negotiations Committee