



RED DEER COLLEGE

FARDC/BOARD

Collective Agreement

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July 1, 2002 – June 30, 2004

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RED DEER COLLEGE

FARDC/BOARD COLLECTIVE AGREEMENT

July 1, 2002 – June 30, 2004

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AGREEMENT

THIS AGREEMENT MADE this 12 day of June 2003.

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 into an agreement respecting terms and conditions of employment and other associated matters; **THIS AGREEMENT WITNESSES** that in consideration of the premises and of the covenants and agreements hereinafter contained, including Appendix "A", Appendix "B", Appendix "C", and seven Letters of Understanding, the parties covenant and agree together as follows:

Red Deer College



Chair, Board Negotiations

Red Deer College Faculty Association

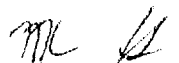


[Chair, Faculty Negotiations

DEFINITIONS

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

Administration	Shall include those individuals designated by the Board as "Senior Administrators".
Agreement	Shall refer to the Collective Agreement negotiated and agreed upon by the Board and the Association.
Association	Shall mean the Faculty Association of Red Deer College or its designated representative(s).
Base Salary	Shall mean the individual Member's grid placement annual salary.
Benefits Review Committee	Shall be composed of the Executive Director of Human Resources or designate, two Members, and up to two representatives from each of the other employee groups in the College. Its mandate is to monitor and make recommendations regarding the features and costs of the benefits plan as established in Article 8.
Board	Shall refer either to the Board of Governors of Red Deer College or its designated representative(s).
Continuous Appointment Committee	Shall be composed of two Continuous Members designated by the Executive, the Vice President Education and a member of Administration appointed by the President.
Credit Course	Shall mean a course within a Program which is approved and funded by Alberta Learning.
Dismissal Hearing Committee	Shall consist of the President of the Association or designate, who shall be Chairperson and non-voting, three Continuous Members appointed by the President of the Association and three members of Administration appointed by the President.
Executive	Shall mean the Executive Board of the Association as designated in the Association's By-Laws.
Faculty Professional Development Committee	Shall be composed of one Administrator, and normally six Continuous Members.
Faculty Professional Standards Committee	Shall be composed of two Administrators, one of whom will be the Vice President, Education and up to six Continuous Members.



Faculty Workload Committee Shall consist of two Continuous Members, the Executive Director of Human Resources, one other Administrator, and one additional person who is neither an Administrator nor a Member and who is selected by unanimous agreement of the other four; this latter person shall be a voting Chairperson.

Full Time Equivalency Shall refer to the number of instructional hours which are equivalent to the normal annual workload for that Member's department, as defined in Article 5.2.

Gross salary Shall consist of salary plus overload pay for credit courses.

Instructional Hour Shall mean a period of approximately 60 minutes during which a Member instructs a scheduled class of students in a Credit Course. 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, fifty minute periods equal one instructional hour; eighty minute periods equal one and one half instructional hours; two hour and fifty minute periods equal three instructional hours. For instruction that occurs outside a traditional classroom format, the Member and his/her Dean will mutually agree upon a means of determining equivalent instructional hours.

Practica, some labs, studio courses, seminars, courses where curriculum is provided, and distributed learning courses are exceptions and may result in differences shown on program workload norms. Differences may also be identified in consultation with the Dean/Manager.

Member Shall be a Member of the Association. Normally any person who instructs in a Program with a credential approved by Alberta Learning for which a transcript, official diploma or certificate is given by Red Deer College is a Member. Librarians and Counsellors shall be included as Members. The Board and Association will consult whenever there is a dispute regarding the status of a Member or proposed Member.

The following are categories of Members:

Conditional Continuous: A Member possessing a contract subject to the qualifications in Article III.1.

Conditional Probationary: A Probationary Member who instructs in New Programs or Program Expansions, as defined in Article III.5.

Continuous: A Member whose probationary period is completed and who is employed on a Continuous Appointment Contract or a Conditional Continuous or Continuous Part-Time Appointment Contract as specified in

Articles 2 and 3.

Continuous Part Time: A Continuous Member who is employed by the Board pursuant to the provisions of Article 23.

Full-Time: Full-time Members include Probationary, Conditional Probationary, Continuous, Conditional Continuous, Sessional and Replacement Sessional Members.

Part-Time: Those Members employed in a specified term position but carrying less than a full workload.

Probationary: Those Members employed by the Board on a probationary contract as specified in Article 3.

Replacement Sessional: A Member with a full workload who is employed with a contract four months or more and not exceeding two years who is replacing a Continuous Appointment Member who is on an approved leave from the College.

Sessional: A Member with a full workload who is employed with a contract of four months or more and not exceeding one year.

Term Certain: Part-Time, Sessional, and Replacement Sessional Members with a specified contract end date.

President

Shall signify the President of Red Deer College or designate.

Years of Service

Shall be the accumulation of full-time consecutive years of employment as a Member with the College. Time served before authorized leaves of absence shall be included, but the time served during any leave without pay shall not be included.



ARTICLE 1 **LENGTH OF AGREEMENT**

- 1.1** This Agreement shall cover and be binding upon the Board, the Association and all Members.
- 1.2** This agreement shall take effect on the first day of July 2002, and shall remain in force until the 30th day of June, 2004.
- 1.3** 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, 2004, then this Agreement shall remain in full force and effect until such time as a new or re-negotiated Agreement is concluded.

ARTICLE 2 **MEMBERSHIP IN THE ASSOCIATION**

- 2.1** The Board, after consultation with the Association, may designate categories of employees, or individual employees as Members.
- 2.2** The Board recognizes the Association as the exclusive bargaining agent for all Members. To that end, the Board shall not request or require a Member to enter into an agreement which derogates from the Member's rights under this Agreement. The Board agrees to:
- acquaint all new Members with the fact that they are Members of a faculty association and that a Collective Agreement is in effect ;
 - provide these Members with a copy of the Agreement;
 - clarify for them the conditions of employment set out in the Agreement; and
 - apprise them that the Association's dues payment is a condition of their employment.
- 2.3** The appropriate fees of the Association shall be deducted from the pay of the Members and remitted to the Association.
- 2.4** The name, position, and type of Contract of each newly hired Member shall be forwarded to the President of the Association within 14 days of the Member's formal acceptance of employment.
- 2.5** A list of all current Members shall be forwarded to the President of the Association each October by the Executive Director of Human Resources or designate; this list will include the position and status of employment of each Member.

ARTICLE 3

PROBATION AND CONTINUOUS APPOINTMENT

3.1

Initial Appointment

Initial appointment of a Probationary Member or a Conditional Probationary Member shall normally be for a probationary period of three years, extending until June 30 or December 31 of the appointment, whichever date is closer to the anniversary of the date of hiring.

In the case of a Member who has previously been given Continuous Appointment at the College and, after leaving the employ of the College, has been rehired to a Probationary Contract, this probationary period shall normally be from one to three years.

If a Sessional Member is offered a Probationary contract, one half of the full-time equivalency spent in previous Sessional contracts shall be considered towards the probationary period up to a maximum of two years, provided that the Sessional contracts have been consecutive prior to the probationary appointment and are in the same area of instruction.

If a Part-Time Member is offered a Probationary contract, one half of the full-time equivalency spent in previous part-time contracts may be considered towards the probationary period up to a maximum of two years, provided that the part-time contracts have been consecutive prior to the Probationary appointment and are in the same area of instruction.

This initial appointment shall be by notice in writing and shall normally become effective one month prior to the commencement of instructional duties. Such notice shall specify the Step and Grade of the salary schedule upon which the Member shall be placed and the length of the probationary period.

3.2

Termination During Probationary Contract

During the Member's employment on probation, his/her employment may be terminated at any time by the Board giving three months notice in writing or else three months pay plus vacation entitlement in lieu of notice. Alternatively, employment may be terminated by the Member giving the Board three months notice in writing. The President of the Association shall be informed prior to termination of a Member by the Board. The Probationary Member receiving such notice of termination of employment from the Board has no recourse to the Grievance Procedure outlined in the Agreement (Article 20).

3.3

Continuous Appointment Hearing

Normally, a Member on a Probationary contract will have his/her performance reviewed by a Continuous Appointment Committee in the last half of the Member's last year of probation. This Committee shall make a recommendation to the Vice President Education regarding the Continuous Appointment of the Probationary Member. The Vice President Education shall notify the Member in writing whether the Member shall or shall not be offered a Continuous Appointment Contract following the probationary period. This notice shall be given within 10 work-days of the Vice President Education's receiving the Committee's recommendation. In the event that such notice is not given by that date, the Member shall be deemed to be employed on a Continuous Appointment Contract following the probationary period without loss of benefits or of advancement on the salary grid then existing.

3.4

Offer of Continuous Appointment

If a Member is offered Continuous Appointment, he/she shall notify the Vice President Education in writing only if he/she chooses not to accept the offer.

3.5

Offer of Conditional Continuous Appointment

Conditional Probationary Members employed to instruct in New Programs or Program Expansions as defined by Alberta Learning or programs funded by other non-base funding sources may be offered a Conditional Continuous Appointment until Alberta Learning designates these programs as Continuing Programs and/or funding is designated as base funding. Once such a program is designated as a Continuing Program, the Member will be converted immediately to a Continuous Appointment Member.

The provisions of Article 6, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

A Member holding Conditional Continuous Appointment shall be given six months notice in writing, or payment in lieu of notice, if his/her employment is terminated.

3.6

No Offer of Continuous Appointment Due to Performance-Related Reasons

If the Vice President Education notifies the Member that he/she will not be offered a Continuous Appointment contract due to performance-related reasons, the Vice President Education shall provide in writing these reasons. The Member may then appeal this decision, in line with the process stipulated in Appendix B. The Member shall be entitled to one appeal hearing, without recourse to

any further appeal. The appeal committee shall make a non-binding and non-grievable recommendation to the President. The President's decision is final, binding and non-grievable.

3.7 No Offer of Continuous Appointment Due to Non-Performance-Related Reasons

A Probationary Member may not be offered a Continuous Appointment solely because of decreased enrollment, discontinuation of a program or course, or insufficient demand in the Member's area of instructional competence. If so, he/she may be reviewed for another academic position within his/her area of competence. If such an appointment is made, one half of the time spent in the previous probationary period would count toward the new probationary period.

3.8 Pay/Notice Period for Probationary Members Denied Continuous Appointment

If a Probationary Member is denied a Continuous Appointment, he/she shall be given three months notice or pay in lieu of notice, commencing on the date that the Member was informed of the Vice President Education's decision.

ARTICLE 4 TERM CERTAIN APPOINTMENTS

(Part-Time, Sessional, or Replacement Sessional Members.)

- 4.1**
- (a) Based on Full-Time workload equivalents, the College shall normally maintain a minimum ratio of 65:35 of Continuous, Probationary, and Replacement Sessional Members to Sessional and Part-Time instructors and not to fall below 62:38.
 - (b) The College will establish and maintain a Standard Practice on the conversion of long standing Sessional positions. The College will consult with the Association before making any changes to this Standard Practice.
- 4.2** Sessional Member Contracts will provide for three weeks preparation time prior to class start-up and one week following the last day of Final Exams. Only one three-week preparation time will be provided in a 12-month period.
- 4.3** Where a Sessional or Replacement Sessional Member agrees to take on a full instructional workload in the Spring/Summer term, the Sessional or Replacement Sessional appointment shall be extended until the end of the teaching assignment.
- 4.4** A Member who has been employed on consecutive Term-Certain contracts and has carried at least three full-year equivalents during those contracts will automatically be rehired provided that:

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

4.5 If the contract of a Sessional or Replacement Sessional Member is terminated, other than for just cause or unsatisfactory performance, the Member will be entitled to notice as follows:

- (a) prior to contract start date - 30 days,
- (b) after contract start date - 90 days.

ARTICLE 5 WORKLOAD

5.1 Assignment of Workload

The Dean/Director, in consultation with the individual Member and his/her Chair/Trade Rep, will assign instructional hours for the Member in line with the relevant Program norms (see chart below). In the assignment of specific courses, the Dean/Director must ensure that, in any one academic year, the average number of instructional hours among all Full-time Members in any one Program is not normally more than the norm specified for that Program and is never more than five hours beyond that norm. No Member may be required to carry an instructional-hour load above the norm in consecutive years without his/her consent. Any instructor's workload that is more than 15 hours above the norm will be treated as overload (see Article 5.5). In making decisions about the assignment of instructional hours across a Program, the Dean/Director must take into consideration all the following factors that collectively determine the full extent of a Member's instruction-related workload:

- (a) Program instructional-hour norm. This could be calculated over a two year period.
- (b) Numbers of students in each course and student contact hours.
- (c) Nature and number of courses, subjects and sections.
- (d) Nature and number of necessary course preparations.
- (e) Availability of technical assistance, lab assistance and other resources.
- (f) Instructional modes, including extra-classroom contact with students
- (g) Marking and assessing responsibilities.

The Dean/Director shall determine if any overload exists and shall determine the compensation in accordance with Article 5.3.

Individual workloads in the Trades and Technology Programs identified by the Apprenticeship and Industry Training Act shall be

established to avoid having more than six instructional hours in any one day. Where it is not possible to avoid such assignments with existing Members:

- (i) The Dean/Director shall first endeavor to obtain volunteers to perform any instructional assignment between 6-9 hours per day;
- (ii) Only when the above steps have been complied with, and have not succeeded, the Dean/Director may make such assignments on an equitable basis.

Members in the Trades & Technology Programs may be credited with workload in non-credit courses. The number of hours of non-credit courses to be taught will be determined by the Director of Trades and Industrial Training in consultation with the Trade Representative and the Member.

5.2

Assignment of Instructional Hours – Probationary/Continuous Members

Actual Instructional hours may vary by + or - 15 hours, subject to the limitations in 5.1.

PROGRAM	Instructional Hour Norm
Adult Basic Education	750
Apprenticeship & Industrial Training	720
Business Administration & Commerce	425
Career & Academic Preparation	480
Computer System Tech.	425
Costume Cutting	480
Early Childhood Development	425
Hospitality & Tourism	445
Humanities & Social Sciences	382.5
Kinesiology	450
Legal Assistant	420
Licensed Practical Nurse	825
Motion Picture Arts	450
Music	450
Nursing	500 – year 1 600 – year 2 & 3
Office Administration	450
Pharmacy Technician	450 + 22.5*
Recreation Administration	420
Rehabilitation Services	427.5 over 2 years
Sciences	450
Social Work	480
Teacher Assistant	405
Teacher Education	405
Theatre Studies	585
Transitional Vocational Program	710
Visual Art	450

* one practicum course or equivalent every second spring



5.3 Assignment of Instructional Hours for Term Certain Members

Norms for Term-certain Members shall be the same as for Continuous Members in the same program with the following exceptions:

PROGRAM	INSTRUCTIONAL HOUR
Nursing – Part Time Clinical	810 – year 1 930 – year 2 & 3
Personal Care Attendant and Unit Clerk	810 classroom
Pharmacy Technician	Coordinator – 700* T.A. – 1200*

*sessional faculty are often hired on ten month contracts and required to teach for three terms.

5.4 Assignment of Normal Hours for Non-instructional Members

The Dean shall assign appropriate responsibilities to counsellors and librarians in line with the norms and maxima below. Should any of these Members be required to teach, there shall be an adjustment in the Member's workload that is mutually agreeable. Note: sch=student contact hours

	Norm	Maximum
Counsellors	25 sch/week	30 sch/week 900 sch/year
Librarians	37.5 hours/week	40 hours/week 1500 hours/year

5.5 Overload

In extraordinary circumstances, if a Member agrees to instruct more than 15 hours beyond the norm, he/she shall be given overload pay equal to the amount specified in Article 7.2 that would be given to a part-time instructor at the same salary grid level.

5.6 Other Duties That Constitute Workload

Members are required and expected to carry out a variety of other duties apart from those covered in Article 5.1. The duties vary based on, among other things, the nature of the contract of the individual Member, the discipline, the department/program needs, College needs and any other particular circumstances which might arise. Significant among these are:

- (a) program and curriculum development
- (b) student academic counselling/tutoring
- (c) professional/discipline practice
- (d) community and industry liaison
- (e) government and inter-institutional liaison
- (f) budget planning and spending accountability

- (g) internal relations and College committees
- (h) assisting in the evaluation of staff and programs
- (i) assisting in the hiring of staff
- (j) assisting in program and departmental workload scheduling.

In extraordinary situations, some of these duties may receive workload recognition in consultation with the Dean.

5.7 Developmental Activities as Workload

In addition, when not assigned to teach, Members shall engage in developmental activities which shall be approved by their Dean/Director. 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 at least two months during a two year period.

5.8 Recognition for Chairperson/Trades Representative

- (a) Members designated as Chairpersons shall be given an instructional workload reduction and/or a stipend. Workload reduction shall be recommended by the Dean, in consultation with the individual Chairperson.
- (b) Members designated as Trades Reps shall be paid a stipend and/or receive an instructional workload reduction.

5.9 Recognition of Workload-Related Travel Time

A full time 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).

5.10 Faculty Workload Committee

This committee will meet as needed for the following purposes:

1. **Proposing Instructional-Hour Norms for a New Program:**
It shall make recommendations to the Negotiations Committees of the Board and the Association regarding instructional-hour norms for new programs. The instructional-hour norm that it recommends for a new program will be utilized on an interim basis and only until the expiration of the Agreement then in effect.
2. **Recommending Changes to Existing Instructional-Hour Norms:**
If a Dean or one or more Members seeks a change to the instructional-hour Norms listed in 5.2, the Committee shall solicit input from all affected parties and it may then make recommendations to the Negotiations Committees of the Board and

the Association regarding changes to existing instructional-hour norms as listed in Article 5.2.

3. **Determining Instructional-Hour Equivalencies for Non-conventional teaching:**
Where an instructor and his/her Dean cannot agree on the means of determining instructional-hour equivalencies for non-conventional delivery of courses, the matter will be given to this committee for resolution. Its decision on this matter is not subject to grievance or appeal.
4. **Resolving Disputes Involving Workload Assignments:**
If one or more Members are dissatisfied with any aspect of their workload assignment and the matter cannot be resolved through discussion with the Dean, he/she/they may appeal the assignment to the Workload Committee. Its decision on this matter is not subject to grievance or appeal.

Normally, all decisions on workload arising from the work of this committee will be reviewed within two years. The committee will establish its own Terms of Reference.

E 6 REDUNDANCY AND REASSIGNMENT OF FULL-TIME MEMBERS

6.1 Determination of Redundancy:

- (a) **A Continuous Member may be declared redundant for any one or more of the following reasons:**
 - decrease in enrollment in the Member's area of instruction;
 - discontinuation or cancellation of a course or program in the Member's area of instruction;
 - insufficient student demand in the Member's area of instruction;
- (b) **A Continuous Member shall not be declared redundant if:**
 - there is workload which is then being supplied to the College by Part-time and/or Sessional Members in that instructional area; and
 - this workload constitutes a full normal workload (as defined in Article 5.1; and
 - the Continuous Member is qualified to teach all of the courses which constitute this full workload.

If all three of the above conditions exist, the Member shall be assigned the full workload that is available.

6.2 Direct Reassignment to Another Position

- (a) The President, in his/her sole discretion, may reassign a redundant Member to instruct in another position at the College (referred to as the "Reassignment Position").

- (b) In making a decision about such reassignment, the President must consider the following:
- the Member's willingness to be reassigned;
 - e the qualifications of the Member to teach the Reassignment Position.
- (c) The reassignment of the redundant Member may be to a position then occupied by a Probationary or Sessional Member with the result that the Probationary or Sessional Member's employment or contract will be terminated.
- (d) Should the President decide to offer to reassign the redundant Member, he shall do so in writing (the "President's Offer"). The Member may accept the President's Offer in writing within 30 days of receiving the same. Failure of the Member to respond within the aforesaid time period shall be deemed to be a rejection of the President's Offer.
- (e) If the President offers to reassign the redundant Member and he/she accepts the reassignment, he/she shall continue his/her employment with the College as a Continuous Member.
- (f) In the event that the President's Offer is not accepted, the President's Offer shall be deemed to be notice of termination in which case the provisions for termination defined in Article 6.4 shall apply.

6.3 Reassignment Through Professional Development

- (a) If on the recommendation of the Board/Faculty Professional Development Committee and the concurrence of the President, a redundant Member could become qualified for a Reassignment Position as a result of the Member undertaking professional development for a period no greater than one year, the President, in his/her sole discretion, may grant to the Member a leave of absence for a period not to exceed one year, for the purpose of undertaking the needed professional development referred to as "Reassignment Leave".
- (b) In the event that the President should grant Reassignment Leave to the redundant Member, he/she shall be paid during the Reassignment Leave an amount of 75% of his/her salary, said payment to be paid from the Innovation Instruction Trust Fund.
- (c) If the Member successfully completes the Reassignment Leave (and provided that the Reassignment position is still in existence), the President shall then offer the Member this position.
- (d) If the Member does not successfully complete the Reassignment Leave, or if the Reassignment position no longer exists, the



President may then terminate his/her employment in accordance with the provision of Article 6.4.

6.4 Termination of Redundant Members

- (a) In the event that the President decides to terminate the employment of a redundant Member, the following provision for notice and/or pay shall apply:
 - a in the event that the Member has been employed by the College for a period less than 12 years, by giving 12 month's notice in writing, or some combination of payment of salary in lieu of notice and notice, which combination shall be the equivalent value of 12 months' notice; OR
 - a in the event that the 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

ARTICLE 7 SALARIES

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

7.1 Salary Grids

Red Deer College
Faculty Grid
July 1 2002 – June 30, 2003

	A	B	C	D	E	F
1	49,436	46,749	44,258	41,373	35,617	41,278
2	51,879	49,116	46,548	43,572	37,712	43,543
3	54,331	51,482	48,833	45,783	39,784	45,808
4	56,775	53,848	51,116	47,985	41,839	48,074
5	59,222	56,212	53,405	50,187	43,929	50,341
6	61,676	58,586	55,685	52,391	46,007	52,608
7	64,688	60,946	57,973	54,598	48,085	54,873
8	66,569	63,312	60,260	56,805	50,010	57,141
9	69,016	65,683	62,543	59,002		59,406
10	71,466	68,048	64,835	61,363		61,783
11	74,323	70,769	67,426			

Red Deer College
Faculty Grid
July 1 2003 – June 30, 2004

	A	B	C	D	E	F
1	51,407	48,613	46,023	43,023	37,037	42,924
2	53,947	51,074	48,404	45,309	39,216	45,279
3	56,497	53,535	50,780	47,608	41,370	47,634
4	59,039	55,995	53,154	49,898	43,507	49,991
5	61,583	58,453	55,534	52,188	45,680	52,348
6	64,135	60,922	57,905	54,480	47,841	54,706
7	67,267	63,376	60,284	56,775	50,002	57,061
8	69,223	65,836	62,663	59,070	52,004	59,419
9	71,768	68,302	65,037	61,354		61,775
10	74,315	70,761	67,420	63,810		64,246
11	77,286	73,591	70,114			

7.2

Part-Time Members' Salaries

A Part-Time Member (with the exception of Part-Time counsellors and instructors offering private music lessons) shall be paid a salary based on 8/12's of the grid salary and prorated against:

- 425 hours in all programs whose instructional-hour norm is 450 hours or less
OR
- the instructional-hour norm in programs whose norm exceeds 450 hours (except those identified in 5.3)

Part-Time counsellors and instructors offering private music lessons (MUSS AND MUSP) will be paid an hourly rate. They will be eligible for negotiated increases and they will receive 14% vacation/stat pay and 5% for Professional Development.

7.3

Placement in Grades

The placement of a Member in a grade shall be determined in line with the following academic credentials earned at recognized institutions. All such credentials must be relevant to the person's area of instruction or involve the acquisition of relevant pedagogic skills:

Grade A	A doctorate
Grade B	2 Masters Degrees or completion of all course-work in a PhD program
Grade C	A Master's Degree or LLB Degree
Grade D	A Bachelor's Degree
Grade E	A 2-Year Diploma
Grade F	A Journeyman's Certificate

In addition, a person will have a base salary equal to 4.5% in excess of the amount that he/she would be entitled to as determined by the salary grid chart if he/she has successfully completed the equivalent of at least one further academic year of accredited study. This study must be relevant to the Member's area of instruction and be subsequent to (or fully supplementary to) the academic work involved in earning the above credentials. Such accredited year-long study may result in, but is not limited to, the following:

- Designation as a C.A., C.M.A., or C.G.A.
- A second Journeyman's certificate
- A post-baccalaureate teaching certificate

Any Member who, after commencing employment with the College, intends to achieve a salary increase by pursuing one of these courses of accredited study should have his/her planned course of studies pre-approved in writing by the Vice President Education. In making his/her decision, the Vice President Education must consult with the Member's Chair/Director.

No person who was a Member on or before January 2, 2002 may undergo a reduction in salary grid placement as a result of the above definitions.

7.4

Placement on Step

- (a) Initial placement on the salary schedule is negotiable; however, placement above the following steps should normally not be expected:
 - (i) For full-time faculty – Step 6
 - (ii) for part-time faculty – Step 2
 - (iii) for part-time apprenticeship faculty – Step 4
- (b) Nothing in this Agreement shall prevent a Member from being hired on a salary above the minimum pursuant to Article 7.2 and 7.3. It is understood that after the initial placement on the grid and signing of the contract, a Member's salary shall not be reduced. A Member's step and/or grade shall not be reduced after initial placement on the salary grid except in the case of re-assignment pursuant to Article 6.

7.5

Faculty Evaluation

- (a) All Full-time Members shall participate in a faculty evaluation process as outlined in the Faculty Performance Evaluation Policy.
- (b) The Board agrees that it shall not amend the Faculty Performance Evaluation 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 Faculty Performance Evaluation Policy.

- (d) FARDC agrees that neither it nor its Members shall initiate a grievance on the basis of a purely procedural violation of the Faculty Performance Evaluation Policy provided that the procedural violation does not substantially affect the Member's rights under the Faculty Performance Evaluation Policy.

7.6

Advancement of Step

(a) Probationary/Continuous Members

Upon the recommendation of the Dean/Director and the approval of the Vice President Education, a Probationary/Continuous Member shall normally be advanced a minimum of one step after the completion of each year of service.

(b) Term Certain Members

A Term-Certain Member shall be eligible for a salary step advance at the commencement of the next contract or the next term (whichever comes first) after having instructed the annual instructional-hour norm for that Member's Program (except for those listed in Article 5.3).

In the case where a Member instructs courses in more than one Program, each course will be pro-rated as a percentage of that Program's annual instructional-hour norm, and the Member shall be eligible for a Step Advance when the accumulated total is 100%.

(c) Withholdings of Step Advance

A step advance is an indication of satisfactory performance as per the Faculty Performance Evaluation Policy. It shall not be withheld from a Member unless the following occurs:

- (i) At least 120 calendar days before the date on which the Member is eligible for his/her next step advance, the Dean provides the Member with written notice that:
- Indicates the possible withholding of the upcoming step advance
 - Identifies any unsatisfactory aspects of his/her performance and
 - Provides the Member with 120 days to achieve satisfactory performance in those identified aspects
- (ii) The Dean and the Member meet to discuss methods to deal with these identified problems, and the Dean provides in writing the standards by which satisfactory performance is to be measured (such

standards to be consistent with the Performance Evaluation Policy).

- (iii) The Member fails to meet the specified standards of satisfactory performance within the specified 120 day period.

7.7

Advancement in Grades

- (a) A Member may apply for placement on the same step of another grade by submitting written evidence that he or she has successfully completed the requirements for such grade specified in Article 7.3. Such written evidence shall be in the form of 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.

ARTICLE 8

BENEFITS

8.1

Full-Time Probationary and Full-Time Continuous Member

- (a) Alberta Health Care is optional. The Board shall pay 75% of the Alberta Health premiums for Members who choose such coverage. The Member shall pay the remaining 25%.
- (b) The Board shall make available a Life Insurance Plan and an Accidental Death and Dismemberment (AD&D) Plan. Membership in these Plans is optional. If the Member chooses coverage in these plans, he/she must participate in both of them, and he/she must take on the same coverage (ie: 2 x or 3x salary) in both of them. The premiums shall be shared by the Board and the Member as follows:

	Member Pays	Board Pays
Life Insurance with a benefit of 2 x Member's Salary	25%	75%
AD&D with a benefit of 2 x Member's Salary		
Life Insurance with a benefit of 3 x Member's Salary	50%	50%
AD&D with a benefit of 3 x Member's Salary		

- (c) The Board shall make available an Extended Health Care Plan. Each Member must enroll in this plan unless he/she is covered by a spouse's plan. The Board shall pay 75% of the Extended Health Care premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (d) The Board shall make available a Dental Plan. Each Member must enroll in this plan unless he/she is covered by a spouse's plan. The Board shall pay 75% of the Dental premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (e) The Board shall make available a Long Term Disability Plan. Eligible Members must enroll in this plan after twelve months of employment at the College. The Member shall pay 100% of the premium.
- (f) Membership in the Local Authorities Pension Plan (LAPP) is mandatory after twelve months of employment at the College. LAPP will be administered as per the guidelines provided by Alberta Pensions Administration.

8.2

Sessional Members

- (a) Sessional Members shall have the same benefits as Full-Time Members. (For specific details regarding the Local Authorities Pension Plan, see the Letter of Understanding on page 58.)
- (b) If a Sessional Member with less than 12 months of employment with the College is offered a subsequent Sessional Contract, he/she must pay the employee and employer portion of the premiums for Alberta Health, Extended Health, Dental, Life Insurance and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Human Resources Office.
- (c) If a Sessional Member with 12 months or more of employment with the College is offered a subsequent Sessional Contract, he/she must pay the employee portion (and the Board shall pay the employer portion) of the premiums for Alberta Health, Extended Health, Dental, Life Insurance and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Human Resources Office.

8.3 Continuous Part-Time Members

Continuous Part-Time Members shall have the same benefits as Full-Time Members. Premium and Benefits for Alberta Health, Extended Health and Dental will be equivalent to those of Full-Time Members. Premiums and Benefits for Life Insurance, AD&D, and Long Term Disability will be based on the part-time salary the Member is earning. LAPP premiums and benefits are normally based on the Member's part-time salary; however, some flexibility exists within the plan. Members would need to consult with Human Resources for specific options and details.

8.4 Part-Time Members

Part-Time Members will receive an amount equal to 14% of their salaries in lieu of benefits and vacation pay.

8.5 Payment of Premiums

The Board shall deduct the monthly premiums from the salary of any Member enrolled in the above Plans, and shall remit same to the appropriate company.

8.6 Cessation of Coverage

All coverage under this article ceases on the date of retirement/resignation of a Member, or on June 30 immediately following the Member's sixty-fifth birthday, whichever occurs first.

8.7 Liability Insurance for all Members

The Board shall acquire and maintain comprehensive general liability insurance in amounts which are reasonable under the circumstances, said insurance to insure each Member while performing his/her duties in accordance with the requirements of the Board.

A Member who is facing any legal or quasi-legal action arising from the performance of his/her work-related duties and who perceives that he/she needs legal counsel may apply directly to the President to have the College provide such counsel. The President's decision on whether or not to provide the requested legal counsel is final and non-grievable.

8.8 Changes to Benefit Plans

If the Association or Board wishes to propose changes to any of the components of any of the above Plans, such proposals must be presented to the Benefits Review Committee for its consideration and resolution in line with its Terms of Reference.

ARTICLE 9 **VACATIONS**

9.1 **Statutory Holidays**

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
Canada Day	Boxing Day
Civic Holiday in August	

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

9.2 **Vacation Entitlement**

- (a) Probationary/Continuous Members shall be entitled to 45 working days vacation annually, with a minimum of 35 of those days as uninterrupted vacation (unless the Member chooses to waive such entitlement). Members will not be required to take any days as vacation on days that the College is closed. Members who terminate employment prior to the completion of a year's employment shall be granted vacation pay pro-rated on the portion of the year worked.

If the Board required the services of a Probationary/Continuous Member during his/her vacation period, and if the Member agrees, then

- i) he/she may choose 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/she forfeited his /her vacation, or
- ii) he/she may choose to have that portion of his/her vacation added to the following year's vacation. Normally, Continuous Members may carry only ten days of vacation from one year to the next. Exceptions must be approved by the Dean.

Probationary Members shall be expected to take their annual vacation within each twelve months of service,

- (b) Replacement Sessional Members holding appointments of 12 months or longer shall be entitled to 45 working days vacation per full 12-month period. For each additional month's service, the Member shall be paid 8% of his/her gross salary in lieu of vacation entitlement. This shall be included on each month's pay cheque.

- (c) Sessional Members and Replacement Sessional Members holding appointments of less than 12 months are not entitled to any vacation but shall be given an amount equal to 8% of their gross salary. This shall be included on each pay cheque.
- (d) Part-Time Members shall receive a total of 14% of their gross salary in lieu of vacation entitlement and all other benefits.

ARTICLE 10 LEAVES FROM COLLEGE

10.1 Casual Sickness

"Casual sickness" refers to a period of up to five consecutive working days during which a Member is absent from assigned duties because of illness or injury. The College may, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted and has not resulted from intentionally self-inflicted injury.

A Full-time Member shall be entitled to a maximum of 20 days of Casual Sickness Leave each academic year without loss of salary, benefits or holiday entitlement. For a Part-Time and a Continuous Part-Time Member, the maximum allowable days per year shall be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year. Any days that are lost to illness or injury beyond the allowable number of days (and that do not constitute allowable Short-term Disability Leave) shall result in a deduction from the Member's salary.

Any Casual Sickness Leave entitlement not fully used in one year may not be carried over to ensuing years.

10.2 Short-Term Disability Leave

Short-Term Disability Leave refers to a period of at least six consecutive working days and no more than 90 consecutive calendar days during which a Member is absent from assigned duties because of illness or injury. A Member on such Leave does not incur any loss of salary or benefits or holiday entitlement. The College may, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted and has not resulted from intentionally self-inflicted injury.

A Probationary/Continuous Member shall be entitled to a maximum of 90 days of Short-Term Disability Leave each academic year.

For a Continuous Part-Time Member, the maximum allowable days per year shall be prorated based on the proportion of a normal instructional-hour load that the Member carries during that year.

A Sessional or Replacement Sessional Member shall be entitled to 7.5 calendar days of Short-Term Disability Leave after the completion of each of the first 12 months of his/her employment with the College. After this 12-month period, the Member is eligible for a maximum of 90 days of such Leave each academic year, regardless of the number of months completed in any one Contract. The period of Leave may not extend beyond the date on which the Member's Contract ends.

A Part-Time Member shall not be entitled to Short-term Disability Leave.

Any Short-Term Disability Leave entitlement not fully used in one year may not be carried over to ensuing years.

10.3

Long Term Disability Leave

Membership in this Plan is mandatory for all Full-time Members who have completed 12 months of service. Members eligible for Long Term Disability Benefit consideration will consult with the Health and Wellness Centre during their Short Term Disability Leave to ensure proper processing of a Long Term Disability Claim.

A Member who is not granted Long Term Disability benefits by the carrier and who wishes not to resume his/her assigned duties after the expiration of any Short Term Disability Leave may apply for a Long Term Leave of Absence Without Pay. If the President does not grant such Leave and the Member chooses not to resume his/her assigned duties, his/her employment with the College shall be terminated.

A Member who is granted Long Term Disability benefits by the carrier shall be given Long Term Disability Leave for as long as he/she is receiving such benefits, up to a maximum of two consecutive calendar years. Disability benefits will continue during this Leave, and the Member shall receive no salary or benefits or holiday entitlement. A Member whom the insurance carrier has deemed fit to return to his/her same job within two years of the commencement of this leave shall be given the same or similar position that he/she held before the Leave. A Member who does not return from this Leave within two years of its commencement or who chooses not to return after being deemed fit to return within two years shall have his/her employment with the College terminated.



A Member whom the Insurance carrier has deemed fit to work with restrictions shall contact the Health and Wellness Centre to determine modified work arrangements.

10.4 Maternity and Parental Leave

Article 10.4 is subject to the Alberta Employment Standards Code.

10.4.1 Eligibility

Mothers and surrogate mothers are eligible for Maternity Leave. Biological and adoptive parents are eligible for Parental Leave.

10.4.2 Maternity or Parental Leave shall be granted by the Board, upon written application to the Executive Director of Human Resources, to all Employees eligible under the provisions of the Alberta Employment Standards Code in effect at the time of application. This Leave shall be without pay.

10.4.3 Such Leave shall be applied for not less than five months prior to the estimated date of delivery or adoption. This application shall specify the estimated date of delivery or adoption.

10.4.4 A Member on Maternity or Parental Leave shall be reinstated to his/her same position or provided with alternate work of a comparable nature at the same rate of pay upon returning to the College.

10.4.5 A Female Continuous, Probationary, Conditional Probationary, or Conditional Continuous Member who has completed twelve months of employment shall be eligible for a combination of fifty-two weeks of Maternity and Parental Leave. This will be made up of fifteen weeks maternity leave and thirty-seven weeks parental leave.

Fathers and/or adoptive parents will be eligible for up to thirty-seven consecutive weeks of unpaid, job-protected parental leave. If both parents are college employees, Parental leave may be taken by one parent or shared between them but the total leave cannot exceed thirty-seven weeks.

Maternity leave may commence at any time within twelve weeks of the estimated date of delivery. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two weeks of the date a baby is born, or an adopted child is placed with the parent.

Normally a Maternity or Parental Leave will commence at the beginning or end of an academic term. If the Board wishes to initiate the commencement of the Maternity or Parental Leave prior to twelve weeks preceding the estimated date of delivery or

adoption, the Board shall pay the Member his/her salary up to twelve weeks prior to the estimated date of delivery or adoption.

- 10.4.6** During a period of a Maternity Leave in which the Member is medically unable to work, the Board will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix C) and pay the College portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the College to support the absence on medical grounds.
- 10.4.7** Where a medical certificate is provided, stating that a longer period of Leave is required due to complications relating to pregnancy, the Executive Director of Human Resources shall extend the leave up to a maximum of eighteen months.
- 10.4.8** If a medical certificate is required for the Member to return from Leave to regular employment, the certificate will be obtained at the expense of the Board.
- 10.4.9** Whenever a Member is absent for more than twelve months on Maternity or Parental Leave and where the Executive Director of Human Resources has not extended the leave period, the Member shall automatically be deemed to have terminated employment when the twelve month period expires.
- 10.4.10** A Member who wishes to return to work from Maternity or Parental Leave or who wishes to resign while on Leave, shall provide the Board with one month's written notice of such intention.
- 10.4.11** A Member may, subject to Board approval, carry over up to one-half of his/her outstanding vacation entitlement to be utilized following his/her return from Maternity or Parental Leave.
- 10.4.12** During the period of time during which the Member is entitled to SUB benefits (see Article 10.4.6) she shall accrue service towards earning an increment and vacation time. During the remaining time while on Leave he/she will be required to maintain his/her Long Term Disability, Dental and Extended Health benefits at full cost.
- 10.5** **Compassionate Leave**
- A Member shall be granted compassionate leave as circumstances warrant, as determined and agreed upon by the Administration.
- 10.6** **Leave of Absence Without Pay**
- The Board may grant a Member a Leave of Absence from assigned duties without pay. Such Leave is normally for a duration of at least one term and a maximum of two years. To be considered for such Leave, the Member must apply in writing to the Executive Director

of Human Resources no less than four months before the start of the proposed Leave. The Executive Director of Human Resources, after consultation with the Chief Academic Officer shall, within six weeks of receiving the application, advise the Member in writing of the decision.

Should the Member be hired to teach part-time at the College during this Leave, he/she shall enter into a separate contract with the College.

A Member granted Leave of Absence Without Pay shall obtain a position on his/her return. The period during which a person is on such Leave shall not count toward his/her Years of Service or holiday entitlement or eligibility for a step advance on the salary grid.

A Member on Leave of Absence Without Pay must continue to be enrolled in all Benefit Plans in which he/she had previously been enrolled. The Member shall pay 100% of the premiums while on this leave.

10.7 Deferred Salary Leave

10.7.1 Subject to the approval of Administration, a Continuous 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.

10.7.2 Administration shall allow a maximum of 10% of all Continuous Members to go on Deferred Salary Leave at any time.

10.7.3 The provisions of the Collective Agreement shall not apply during deferred salary leave, except that the 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.

10.7.4 A Member granted a deferred salary leave shall obtain a position on his return. The period during which a person is on leave shall not count toward his/her Years of Service or toward his/her earning of a Step advance.

10.8 Evaluation on Leave of Absence

No persons covered by this Agreement shall have their performance evaluated while on a Maternity, Parental, Deferred Salary or Long-term Leave of Absence. Members on Sabbatical leave shall have to adhere to any evaluative or reporting requirements stipulated by the Faculty PD Committee.



10.9

Rehabilitation Leave

- (a) In the event that a Member, in the sole opinion of the Chief Academic Officer, is abusing alcohol or drugs, the Chief Academic Officer shall advise that Member in writing of his/her opinion and may, at the expense of the College, direct the Member to forthwith undergo a medical examination by a medical doctor appointed by the Chief Academic Officer for that purpose (the "Doctor"), the said Doctor to be experienced in the diagnosis and treatment of alcohol and/or drug abuse.
- (b) A Member directed by the Chief Academic Officer to undergo examination as aforesaid, shall be granted leave with pay to attend the examination.
- (c) Where the Doctor confirms to the Chief Academic Officer that the Member is abusing alcohol and/or drugs, the Chief Academic Officer may direct that Member to undertake and/or attend a treatment and rehabilitation programme (the "Rehab Programme") approved by the Board. The Rehab Programme may be either or both of the following:
 - (i) Out-Patient: being a Rehab Programme which requires the Member to attend counselling and other treatments while attending to the Member's employment duties;
 - (ii) In-Patient: being a Rehab Programme which will require the Member to be absent from his/her employment duties.
- (d) In those instances where the Rehab Programme is on an Out-Patient basis, the College, where necessary for the Member to undergo the said Programme, will grant such daily (or part thereof) leaves as is reasonably required, without loss of salary or benefits.
- (e) In those instances where the Rehab Programme is on an In-Patient basis, the College shall grant a leave to the Member for the purpose of undergoing the Rehab Programme, not to exceed 40 days hereinafter referred to as "Rehab Leave".
- (f) During the initial Rehab Leave, the Member shall receive his/her salary and other benefits as provided for by this Agreement.
- (g) In the event that a Member is required to undertake a second (or more) Rehab Leave, the Member shall not receive his or her salary or other benefits during the second or subsequent Rehab Leaves. On the second or

subsequent Rehab Leave the Member shall, upon payment of the premium during the term of the said leave, be eligible for all health care insurance benefits as set out in Article 8. The term of the second or subsequent Rehab Leaves shall not count towards service time under the contract or towards earning of an increment.

- (h) Where the Member refuses to submit to examination by the Doctor, and/or refuses to undergo a Rehab Programme, or has previously undergone a Rehab Programme, the Board reserves the right to invoke disciplinary measures and the Member or the Association may exercise the right to grieve the aforesaid disciplinary measures under Article 18.
- (i) Notwithstanding the foregoing provisions of this Article 10.9, the Board, in all instances, reserves the right to invoke disciplinary measures for conduct or actions of a Member arising from use of alcohol and/or drugs, and the Member or the Association may exercise the right to grieve the aforesaid disciplinary measures under Article 20.

ARTICLE 11 PROFESSIONAL DEVELOPMENT

11.1 Professional Development Allocation

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 Members with viable short and long-term professional development programs, workshops, professional leaves and other projects deemed by the Board/Faculty Professional Development Committee to be worthwhile. Only Continuous Members are eligible for Sabbatical leaves.

11.2 Professional Development Fund

The Professional Development Fund and the Innovative Instructional Trust Fund shall be administered by the Faculty Professional Development Committee.

11.3 Sabbatical Leaves

- (a) The amount of the Professional Development Fund specified in Article 12.1 to be spent on sabbatical leaves in any fiscal year shall be determined by the Professional Development committee and not exceed 50% of the total fund. In determining the funds available for sabbatical leaves, the calculation shall be based on total professional development funds less 5% of the salaries of Members

instructing in Trades and Technology Programs identified by the Apprenticeship and Industry Training Act.

- (b) A Member shall submit to the President, no later than January 15 of the year in which he wishes to commence his/her leave, an application in which he/she delineates a program which will be used to the advantage of the College. This application shall be considered by the 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 6 months, the Member shall receive normal fringe benefits and the stipend shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) 35% of salary after four years of service to the College;
 - (ii) 55% of salary after five years of service to the College;
 - (ii) 75% of salary after six years of service to the College.
- (d) During a sabbatical leave of six months or less, the Member shall receive normal fringe benefits and the stipend shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) 40% after four years of service to the College;
 - (ii) 60% after five years of service to the College;
 - (iii) 80% after six years of service to the College.
- (e) In addition to the above pro-rated reductions of salaries, a Continuous Part-Time Member will receive a further pro-rated reduction that accords with the proportion of workload carried during the academic year in which he/she applies for the sabbatical. (For example, a person who is eligible for a 75%-salary sabbatical but who is carrying a 60% workload in the year he/she applies would receive a 45% salary $[.60 \times 0.75]$ during the sabbatical.)
- (f) Unless otherwise approved, such leave shall be of a duration of twelve months or less and the stipend calculated pursuant to Article 11.3(c) and (d), or a proportionate part thereof, shall be paid monthly during the term of the leave.
- (g) If the Board authorizes a sabbatical leave for a Member, 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 a Member is

on sabbatical leave counts toward his/her service time under the Collective Agreement but not toward his earning of an increment.

- (h) A Member who has been on sabbatical leave shall return to the College and complete an instructional load equivalent to that carried during the academic year in which he/she applied for this Leave. Normally, this instructional load will be carried during the academic year in which the Member returns, but it may be carried over a maximum of two years.
- (i) A Member not returning to the College from a sabbatical leave shall reimburse the Professional Development Fund within six months of the conclusion of the sabbatical leave, for any monies paid to him/her by the College during the sabbatical leave. Any negotiation of the nature or method of this repayment must be done to the satisfaction of the PD Committee.
- (j) 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.
- (k) 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.

11.4

Apprenticeship and Trades Professional Development

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 5% of the total salaries of the Members instructing in the Trades and Technology programs identified by the Apprenticeship and Industry Training Act less a pro-rated contribution to college wide professional development activities for faculty (as determined by the Board/Faculty Professional Development Committee). This budget to be allocated from the fund hereinbefore mentioned in Article 11.1.

ARTICLE 12 TUITION FREE CLASSES

12.1

Each Member working at least a .5 workload and each person of his/her immediate family shall be entitled to enroll in College sponsored credit courses without payment of tuition subject to the following conditions. Each eligible person:

- (a) Is entitled to a maximum of one three credit course waiver for each term that the Member is employed up to a maximum of three in any one calendar year;
- (b) shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the Course.
- (c) must use the Course waiver within six months of being earned.

ARTICLE 13 RETIREMENT

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

ARTICLE 14 MANAGEMENT RIGHTS

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

ARTICLE 15 SUMMARY DISCIPLINARY SUSPENSION

- 15.1** The Dean/Director of a Member shall be responsible for assessing whether grounds exist for recommending that the Member be summarily suspended, and shall formulate in writing the grounds for recommending summary suspension and deliver them to the Chief Academic Officer.
- 15.2** The Chief Academic Officer, on the recommendation of the Dean/Director, may summarily suspend a Member on reasonable grounds for a period of up to 30 days.
- 15.3** A notice in writing setting out the specific grounds for such action shall be delivered to the Member within one day of said Member being summarily suspended.
- 15.4**
 - (a) If the 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 Member disagrees with the suspension, he/she may appeal to the President to have the suspension reviewed.
 - (a) If the President, upon review, lifts the suspension, no pay shall be deducted from the Member pay cheque.
 - (b) If the President upholds the suspension decision, the pay for the period of suspension shall be deducted from the Member's pay cheque, however, if the Member grieves this

decision no pay shall be deducted until after the arbitration award is handed down.

- 15.5** 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 16 **SUSPENSION PENDING FURTHER DISCIPLINARY ACTION**

- 16.1** The Dean/Director of a Member shall be responsible for assessing whether grounds exist for recommending that the Member be immediately suspended and shall formulate in writing the grounds for recommending immediate suspension and deliver them to the Chief Academic Officer.

- 16.2** The Chief Academic Officer may, on the recommendation of the Dean/Manager of a Member immediately suspend said Member

- 16.3** Upon suspending an Member pending further disciplinary action, the Chief Academic Officer shall forthwith give notice and reasons in writing for the suspension to the Member within one day.

- 16.4** A Member, while suspended, shall not, without the consent of the Chief Academic Officer, be present at the College in any capacity.

- 16.5** The Chief Academic Officer shall, as soon as possible, and in any event within 30 days of the date of a suspension, make a decision in respect to the suspension and/or further disciplinary action up to and including dismissal as the Chief Academic Officer may deem necessary and appropriate.

- 16.6** Before making the above 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 Member. The Chief Academic Officer will subsequently consider any advice and opinion from the Association in making the decision.

- 16.7** In the event that a Member is suspended and further action is not taken within 30 days of such suspension, the Suspension shall be deemed to have no effect and the Member shall be entitled to all regular salary and benefits accruing from the time of suspension. The suspended Member shall continue to receive a regular pay cheque during this period of suspension pending the aforementioned decision of the Chief Academic Officer.

ARTICLE 17 **PROCEDURES GOVERNING DISMISSAL OF A CONTINUOUS MEMBER**

A Member may be dismissed on the grounds of incompetence related to his/her function as a Member or on the grounds of behavior which jeopardizes the safety of others at the College, or



on the grounds of unprofessional conduct. No Member with Continuous Appointment shall be dismissed by the Board except in accordance with these provisions and procedures:

- (a) The Dean/Director of a Member shall be responsible for assessing whether grounds exist for recommending that the Member be dismissed, and shall formulate in writing, the grounds for recommending dismissal and deliver them to the Chief Academic Officer. If there has been a suspension pending further action, these grounds may have already been included in the Dean/Manager's recommendations.
- (b) If the Chief Academic Officer determines that further action on the Dean's recommendation for dismissal is appropriate, he/she shall, within five days following receipt of the Dean's recommendation, deliver to the Member, or post by registered mail to the Member's last known home address, a copy of the grounds set out by the Dean. He/she shall appoint a time within five days of the Member's receipt of the letter to review the Dean's grounds with the Member, who may, at the Member's request, be accompanied at such review by the President of FARDC or designate.
- (c) Following this review with the Member, the Chief Academic Officer shall, within five days, inform the Member in writing that either no further action will be taken or a recommendation of dismissal shall be made on the grounds presented by the Dean or such of them as specified by the Chief Academic Officer.
- (d) Upon receiving such notice, the Member may appeal to the Dismissal Hearing Committee. The appeal must be in writing and received by the President of FARDC or designate, who shall be Chairman of the Dismissal Hearing Committee, within 15 working days of the Member's receipt of the notice to recommend dismissal or the right of appeal is deemed to have been forfeited.
- (e) The President of FARDC or designate shall immediately upon receipt of the appeal notify the Chief Academic Officer of the College who shall forthwith make their appointments to the Dismissal Hearing Committee.
- (f) The Dismissal Hearing Committee shall meet within five working days upon receipt of the appeal to conduct a review of the grounds presented by the Chief Academic Officer and to hear the defense of the 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 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 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 Member, or
 - (ii) dismiss the Member.
- (i) The decision of the Board with respect to dismissal shall be final and binding.

ARTICLE 18 **EXTERNAL APPEAL**

Provided that a Member has first made recourse to the provisions of this Agreement, the decision of the Board shall not preclude recourse by the Member to the ordinary courts.

ARTICLE 19 **PROVISIONS FOR PAYMENT OF SALARY AND SEVERANCE ALLOWANCE AT DISMISSAL**

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

ARTICLE 20 **DISPUTE AND GRIEVANCE PROCEDURE**

20.1 In the event that a dispute arises between the Board and the Association or between the Board and one or more Members 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 the procedures set out below.

20.2 The following procedure applies to disputes between the Board and the Association:

Step 1 The President of the Association shall act on behalf of the Association and the President shall act on behalf of the Board. The two shall meet and try to

resolve the dispute through discussion. If the dispute is resolved to the satisfaction of both parties, no further action shall be taken. If the dispute is not resolved to the satisfaction of both parties, it becomes a grievance.

Step 2

The grievor must provide to the respondent a written statement specifying:

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

The grievor must present this statement to the respondent within 60 calendar days of the act causing the grievance. The respondent shall make known his/her decision to the grievor within 14 calendar days of receipt of the grievance. Failure to reply within 14 calendar days shall result in the awarding to the grievor of the remedy or relief sought.

Step 3

If the reply in Step 2 is unsatisfactory to the grievor, he/she may then submit the grievance to arbitration within 7 calendar days of receipt of the reply. If the grievor fails to pursue such action within these 7 days, the grievance will be terminated and may not be re-initiated.

20.3

The following procedure applies to disputes between a Member or Members and the Board:

Step 1

If both parties agree, they shall try to resolve the dispute by means of informal dispute resolution.

Step 2

If the dispute is not resolved to the satisfaction of both parties in Step 1, the President of the Association and the President shall seek to resolve the dispute through discussion. If the dispute is resolved to the satisfaction of the President of the Association and the President, no further action shall be taken, and the party or parties who initiated the dispute shall have no further recourse to action. If the dispute is not resolved to the satisfaction of the President of the Association and the President, then it becomes a grievance between the Association and the Board, and Steps 2 to 3 outlined in 20.2 shall apply.



20.4

- (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 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 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.

20.5

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

20.6

- (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 21 CONTINUITY

The Faculty Association and Administration will endeavor to ensure that Members are elected/appointed, at all times, for the committees mentioned in the Agreement. However, in the absence of adequate representation, the Executive and Administration of the

College will proceed to take the appropriate action opposite a given item of committee business where a time requirement exists for a response that could not be met if one had to wait for all Members to be available. In taking this action, those Members that are on the committee and available will be consulted. If none of the relevant committee Members are available, the President, (or delegate) will consult with the President of the Association (or her/his delegate) to establish which faculty and administrators should be consulted, or will serve, before the matter is resolved.

ARTICLE 22 **LETTERS OF REPRIMAND**

22.1 All disciplinary notices and reprimands issued by the Board shall:

- (a) be in writing clearly identified as a "Disciplinary Notice"
- (b) be placed on the respective Member's personnel file
- (c) be delivered or mailed to the Member.

22.2 A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personnel file of the Member.

22.3 Each Member shall, upon giving reasonable notice to the Board, have access to all matters of discipline compiled by the Board in respect to that Member and his/her employment. Further at the Member's request and expense the Board shall provide the Member with photocopies of any of the aforesaid documents.

22.4 A Member shall have the right to add written comment to any disciplinary document which may be on his/her personnel file.

22.5 Upon receipt of a written request from a Member, disciplinary notices and reprimands will be purged from the Member's personnel file after a period of five years provided that no relevant further disciplinary notices or reprimands have been brought forward.

ARTICLE 23 **CONTINUOUS PART-TIME MEMBERS**

23.1 **Continuous Part-Time Status**

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

23.2

Pro-Rata Application

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

23.3

Application Procedure

A Continuous Member that wishes to be employed by the Board in any particular Term on a part-time basis shall apply in writing to the Chief Academic Officer not less than 180 days prior to the date of commencement of the relevant Term (in this Article 23 referred to as the "Application"). The Application shall:

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

23.4

Approval or Non-Approval

The Chief Academic Officer shall notify the Continuous Member not less than 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.

23.5

Renewal

Should the Continuous Member wish to renew his/her status as a Continuous Part-Time Member, the Continuous Member may from time to time, submit further Applications as contemplated in Article 23.3 above.

23.6

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 Member's status as a

Continuous Part-Time Member shall be concluded at which time the Continuous Member shall resume his or her full workload.

23.7 Reassignment

Upon the expiration of the Continuous Part-Time status, if for any of the reasons listed in Article 6.1 (Reassignment) a full workload does not exist in the Continuous Member's position, the Continuous Member shall be entitled to rely upon the provisions of Article 6 (Reassignment) as if he or she had not had the status of Continuous Part-Time.

23.8 Continuous Member's Election

- (a) In the event that the provisions of Article 23.7 above are applicable, and provided that:
- (i) there exists a workload in the Continuous Member's employment position which is equal to or greater than 50% of the full workload; and
 - (ii) an Application for Continuous Part-Time status pursuant to Article 23.3 above is approved

the Continuous Member may elect to remain as a Continuous Part-Time Member, and in that event, he or she shall forego the provisions of Article 23.7 and 6 (Reassignment).

- (b) In the event that:
- (i) the Continuous Member remains as a Continuous Part-Time Member as contemplated in 23.8(a) above; and
 - (ii) the workload in that Continuous Member's employment position falls below 50% of a full workload;

the Continuous Member shall be entitled to rely upon the provisions of Article 6 (Reassignment) however, the notice provisions of Article 6.8 (and payment in lieu thereof) shall be pro-rated to the percentage of workload that the Continuous Member had as a Continuous Part-Time Member.

23.9 Salary

- (a) The Part-Time Member shall be paid a salary which is equal to a percentage of the grid salary commensurate with the

percentage of full workload which he/she is working as a Continuous Part-Time Member.

- (b) The Continuous Part-Time Member shall be eligible for advancement of Step as contemplated in Article 7.6(a) (Advancement of Step) provided that the year of service shall be calculated on the basis of percentage of workload which he/she works as a Continuous Part-Time Member.
- (c) A Continuous Part-Time Member shall not be paid over-load payments as contemplated in Article 5.5 (Overload). In the event that the Continuous Part-Time Member is required to instruct a percentage of the full workload which is greater than that which was approved under Article 23.4, the percentage of full workload will be increased accordingly and the salary paid will be adjusted accordingly.

23.10

Benefits and Insurance

- (a) Provided the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits provided for in Article 8 (Benefits) The Board's contributions to premiums shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working.
- (b) For purposes of clarity, the Continuous Part-Time Member shall be an insured under Article 8.7 (Liability Insurance for all Members).
- (c) Provided that the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits of those insurance provisions contemplated in Articles 8 (a) through (f) (Life Insurance, Disability Insurance etc.) inclusive. The Board's contributions to the premiums as contemplated therein shall be pro-rated to the percentage of the full workload which the Continuous Part-Time Member is working.
- (d) The Continuous Part-Time Member's pensionable service and benefits thereunder shall accrue in accordance with the regulations of the Local Authorities Pension Plan.

23.11

Vacations

The Continuous Part-Time Member shall be entitled to vacations and holidays as contemplated in Article 9 (Vacations) however payment of salary shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working.

23.12

Leaves of Absence

- (a) The Continuous Part-Time Member shall be entitled to the leave benefits contemplated in Article 10 (Leaves) excepting out the leave contemplated in Article 10.8 (Deferred Salary Leave).
- (b) Where the Continuous Part-Time Member takes a leave and he/she is entitled to be paid while on leave, the amount of payment shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member was working immediately prior to the commencement of the leave.

23.13

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 11.1 (Professional Development) shall include the pro-rated salaries of Continuous Part-Time Members.
- (b) A Continuous Part-Time Member that resumes working a full workload (and thereby ceases to be a Continuous Part-Time Member) shall receive credit for years of service (pro-rata to the percentage of full workload which he/she worked as a Continuous Part-Time Member) for the purpose of determining eligibility for Sabbatical Leave.

23.14

Tuition Free Classes

A Continuous Part-Time Member shall be entitled to the full benefits contemplated in Article 12 (Tuition Free Classes).

23.15

Sessional Ratio

In the calculation of the ratio specified in Article 4.1 (Sessional Ratio) a Continuous Part-Time Member shall be counted as a Continuous Member.



APPENDIX "A" - NEGOTIATING PROCEDURES

1. For the purpose of concluding a new Agreement, not later than January 15, immediately prior to the date stated in the Agreement for expiration or termination, the Board and Association shall follow the procedures outlined:
 - (a) Each party hereto shall select a negotiating team of not more than four Members.
 - (b) Each party shall prepare and deliver to the other, a list of problem areas and the clauses in the Collective Agreement relating to these problems with a view to mutually resolving these problems. No clause in the Agreement shall be interpreted so as to exclude matters from negotiations that are not currently addressed in the Collective Agreement.
 - (c) Any provision of the Agreement not specifically mentioned or set out on either of such lists shall remain unchanged and in full force and effect during the term of the Agreement being negotiated, and shall form part of the new Agreement.
 - (d) The Association and the Board shall select a mediation officer when it is mutually perceived that such an officer could assist in facilitating negotiations.

2. During the period January 15 to February 28:
 - (a) The parties' negotiating teams shall meet as necessary to negotiate in good faith in order to resolve the problems as exchanged.
 - (b) Any item may be negotiated separately and agreement reached on any item shall be evidenced by a written document signed by the Chairpersons of both negotiating teams.

3. In the event that all items have not been agreed upon by March 1:
 - (a) Negotiations shall cease, unless both parties agree to continue negotiations.
 - (b) The negotiating teams shall forthwith establish an Arbitration Panel to resolve the outstanding issues. The Panel shall be established as follows:
 - Step I. 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.
 - Step 2 The two appointed Officers will jointly select a third who shall be Chairperson to make up the Arbitration Panel according to the following criteria:



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

A handwritten signature in black ink, appearing to be 'A.M.', is located in the bottom right corner of the page.

APPENDIX "B" - CONTINUOUS APPOINTMENT APPEAL PROCESS

DEFINITIONS:

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

Appellant: a Probationary Member who is not offered a Continuous appointment.

Respondent: the President of Red Deer College.

PROCEDURES:

1. To initiate action, the appellant shall submit a written Request for Appeal to the Board Chairperson within 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 5 working days of the receipt of the Request appoint two senior academic administrators, one of whom shall be named Chairperson. Within 5 working days of his/her appointment, the Chairperson will convene a Continuous Appointment Appeal Committee (CAAC) and send each Member of the committee a copy of the President's letter denying the appellant Continuous appointment and the appellant's Request for Appeal. The appellant shall be notified when the CAAC has been convened.
3. Within 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 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
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 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 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 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 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 45 day maximum noted in #5 above.



APPENDIX "C" - SUB PLAN

Supplemental Unemployment Benefit (Sub) Plan

- A. All Red Deer College Employees who have been employed by the College for a Continuous period of at least 12 months are covered by the plan.
- B. The plan is to supplement the Employment Insurance (EI) benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
 - (1) Employees must prove that they have applied for, and are in receipt of, employment insurance benefits under the plan.
 - (2) SUB is payable for a period during which an Employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two week EI waiting period.
- D.
 - (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
 - (2) The combined weekly rate of the EI benefit and SUB payments will not exceed 95% of Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of 13 weeks.
- F.
 - (1) The plan is financed by Red Deer College's general revenues.
 - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Updated December 5, 2002

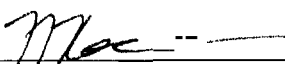


LETTER OF UNDERSTANDING- SALARY GRID

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
RE: Salary Grid**

IT IS HEREBY AGREED between the parties that:

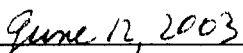
1. They will consult with their respective constituencies during the 2002-2003 year with the goal of arriving at a revised salary grid that is internally consistent and is equitable for all Grades. Any such proposal should seek to minimize both the cost to the College and any disadvantage to current Members during the transitional phase.
2. The two parties will consult with each other on an ongoing basis.
3. If the above consultations generate a proposal that may be acceptable to both parties, the FARDC Negotiations Committee will seek to get the proposal ratified through a vote open to all the Association's Members.
4. If and only if a proposal is ratified by the Association, the FARDC Negotiations Committee will bring the proposal to the next round of Negotiations.



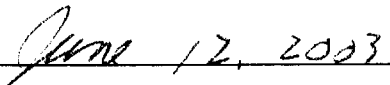
Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee



Date



Date

LETTER OF UNDERSTANDING – BENEFITS

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
RE: Health Benefits**

IT IS HEREBY AGREED between the parties that:

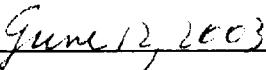
1. The parties will meet to explore the possibility of re-allocation of Employer/Employee health benefit costs, with the objective of saving the Employee money and the Employer paying no less than 75% of the total cost of benefit premiums.
2. The health benefits to be considered for re-allocation are Alberta Health Care, Supplementary Health Care Plan, Dental Plan, Life Insurance and Accidental Death and Dismemberment Plans.
3. The parties may choose to engage in joint discussions with CUPE and the Red Deer College Support Staff Association regarding these matters, but FARDC may opt for a course of action distinct from either or both of these groups.
4. The representatives from FARDC are empowered to sign a Letter of Understanding that may give rise to immediate changes to Article VIII of this Agreement. Before signing any Letter of Understanding these representatives must first have any proposed changes ratified at a General Meeting of the Association.



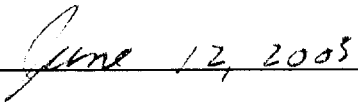
Chair, board Negotiations Committee



Chair, FARDC Negotiations Committee



Date



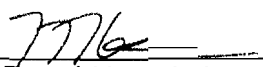
Date

LETTER OF UNDERSTANDING– NON-INSTRUCTIONAL MEMBERS

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
RE: Non-Instructional Members**

IT IS HEREBY AGREED between the parties that:

1. The parties will create a Task Group to study the nature of the work done by non-instructional members of FARDC in order to make recommendations to the Chairs of the Negotiating Committees on these matters.
 - To identify changes needed in the Collective Agreement where reference is made to instructional members and further clarification is needed for non-instructional members.
 - To clarify the parameters of the work done by non-instructional members in sufficient detail that this could aid in determining whether or not a College employee should be a member of FARDC.
2. The Task Group will not make any recommendations that would lead to the exclusion from the Association of any current members or positions.



Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee

Date June 12, 2003

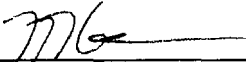
Date June 12, 2003

LETTER OF UNDERSTANDING- POLICIES

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
RE: Policies**

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)
- 5) Intellectual Property (To be determined)



Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee

Date June 12, 2003

Date June 12, 2003

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
RE: Faculty Recognition Payment**

IT IS HEREBY AGREED between the parties that subject to ongoing funding by the Government of Alberta for Recruitment and Retention initiatives, the following will occur:

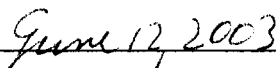
1. In addition to the salary paid to a Member in accordance with the provisions contained in Article 7.1 and 7.7, any Member with five or more Years of Service shall receive an amount calculated as follows:
 - From 5 to 9 years of completed service \$250.00
 - From 10 to 14 years of completed service \$500.00
 - From 15 to 19 years of completed service \$750.00
 - 20 or more years of completed service \$1,500.00
2. By June 10 of each year, each Member with five or more Years of Service must submit to the President a Summary Report of his/her activities and accomplishments during the preceding year. Failure to submit this report by June 10 may disentitle the Member to the Faculty Recognition Pay for the ensuing year.
3. The Faculty Recognition Pay will be prorated and disbursed as part of a Member's regular pay throughout the following year.



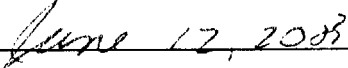
Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee



Date



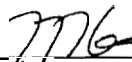
Date

LETTER OF UNDERSTANDING– LOCAL AUTHORITIES PENSION PLAN

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
Re: Local Authorities Pension Plan**

IT IS HEREBY AGREED between the **parties** that:

1. Effective July 1, 2003, Term Certain members, with Sessional contracts and a minimum of 12 months of service, will be eligible to enroll in the Local Authorities Pension Plan.
2. Participation will be voluntary.
3. To accommodate the increased cost of this benefit to the College, on June 30, 2003 the salary grids in effect at that time shall be reduced by 0.3%.



Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee

Date June 12, 2003

Date June 12, 2003


LETTER OF UNDERSTANDING- EXEMPTION FROM FARDC MEMBERSHIP

**Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College Board of Governors
Re: Exemption from FARDC Membership**

IT IS HEREBY AGREED between the parties that:

For the duration of the current Collective Agreement (until June 30, 2004), the College need not designate as members of FARDC the instructors in any program funded by Alberta Learning in cases where both of the following program criteria exist:

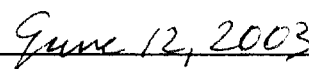
1. There are fewer than 10 FLE students registered in the program.
2. No instructor spends more than 20 full or partial days involved in direct instruction of students on campus.



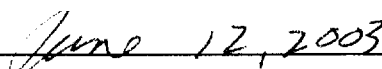
Chair, Board Negotiations Committee



Chair, FARDC Negotiations Committee



Date



Date