



## FARDC/ RED DEER COLLEGE COLLECTIVE AGREEMENT

July 1, 2008 – June 30, 2010  
TABLE OF CONTENTS

<b>INDEX</b>	.....	<b>4</b>
<b>AGREEMENT</b>	.....	<b>6</b>
<b>DEFINITION</b>	.....	<b>7</b>
<b>ARTICLE 1</b>	<b>LENGTH OF AGREEMENT</b> .....	<b>10</b>
<b>ARTICLE 2</b>	<b>MEMBERSHIP IN THE ASSOCIATION</b> .....	<b>10</b>
<b>ARTICLE 3</b>	<b>EXEMPTION FROM FARDC MEMBERSHIP</b> .....	<b>11</b>
<b>ARTICLE 4</b>	<b>DUES, DEDUCTIONS AND ASSOCIATION BUSINESS</b> .....	<b>11</b>
<b>ARTICLE 5</b>	<b>MANAGEMENT RIGHTS</b> .....	<b>11</b>
<b>ARTICLE 6</b>	<b>PROBATION AND CONTINUOUS APPOINTMENT</b> .....	<b>11</b>
6.1	Initial Appointment .....	11
6.2	Termination During Probationary Contract .....	12
6.3	Continuous Appointment Hearing.....	12
6.4	Offer of Continuous Appointment .....	13
6.5	No Offer of Continuous Appointment Due to Performance Related Reasons .....	13
6.6	No Offer of Continuous Appointment Due to Non-Performance-Related Reasons .....	13
6.7	Pay/Notice Period for Probationary Members Denied Continuous Appointment .....	13
6.8	Offer of Conditional Continuous Appointment .....	13
<b>ARTICLE 7</b>	<b>TERM CERTAIN APPOINTMENTS</b> .....	<b>14</b>
<b>ARTICLE 8</b>	<b>WORKLOAD</b> .....	<b>15</b>
8.1	Definitions.....	15
8.2	Total Workload for Instructors .....	15
8.3	Total Workload for Counsellors, Librarians and Learning Designers .....	19
8.4	Recognition for Chairperson/Trades Representative .....	19
8.5	Faculty Workload Committee .....	19
<b>ARTICLE 9</b>	<b>REDUNDANCY AND REASSIGNMENT OF CONTINUOUS MEMBERS</b> . 19 The provisions of Article 8, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment	
9.1	Determination of Redundancy .....	20

9.2	Direct Reassignment to Another Position .....	20
9.3	Reassignment Through Professional Development .....	21
9.4	Termination of Redundant Members .....	21
<b>ARTICLE 10</b>	<b>SALARIES .....</b>	<b>21</b>
10.1	Salary Grids .....	22
10.2	Part-Time Members' Salaries .....	22
10.3	Placement in Grades .....	23
10.4	Placement on Step .....	24
10.5	Recognition Payment .....	24
10.6	Faculty Evaluation .....	25
10.7	Advancement of Step .....	25
10.8	Advancement in Grades .....	26
10.9	Market Supplement .....	26
<b>ARTICLE 11</b>	<b>BENEFITS .....</b>	<b>27</b>
11.1	Full-Time Probationary and Full-Time Continuous Member .....	27
11.2	Sessional and Replacement Sessional Members .....	28
11.3	Continuous Part-Time Members .....	28
11.4	Part-Time Members .....	28
11.5	Payment of Premiums .....	28
11.6	Cessation of Benefits .....	29
11.7	Liability Insurance for all Members .....	29
11.8	Changes to Benefit Plans .....	29
<b>ARTICLE 12</b>	<b>VACATIONS .....</b>	<b>29</b>
12.1	Holidays .....	29
12.2	Vacation Entitlement .....	29
<b>ARTICLE 13</b>	<b>LEAVES FROM COLLEGE .....</b>	<b>30</b>
13.1	Casual Sickness .....	30
13.2	Short-Term Disability Leave .....	31
13.3	Long Term Disability Leave .....	32
13.4	Maternity and Parental Leave .....	32
13.5	Compassionate Leave .....	34
13.6	Leave of Absence Without Pay .....	35
13.7	Deferred Salary Leave .....	35
13.8	Evaluation on Leave of Absence .....	35
13.9	Rehabilitation Leave .....	36
<b>ARTICLE 14</b>	<b>PROFESSIONAL DEVELOPMENT .....</b>	<b>37</b>
14.1	Professional Development Allocation .....	37
14.2	Professional Development Fund .....	37
14.3	Sabbatical Leaves .....	37
14.4	Apprenticeship and Trades Professional Development .....	39
<b>ARTICLE 15</b>	<b>TUITION FREE CLASSES .....</b>	<b>39</b>
<b>ARTICLE 16</b>	<b>NOTICE OF RESIGNATION .....</b>	<b>39</b>
<b>ARTICLE 17</b>	<b>DISCIPLINE (REPRIMANDS, SUSPENSIONS, AND DISMISSALS) .....</b>	<b>40</b>
17.1	Applicability and Limitations .....	40

17.2	General Principles .....	40
17.3	Informal Reprimand .....	41
17.4	Formal Reprimand.....	42
17.5	Summary Suspension with Pay (Pending Investigation) .....	42
17.6	Disciplinary Suspension Without Pay .....	43
17.7	Dismissal with Cause of a Non-Continuous Member .....	44
17.8	Dismissal with Cause of a Continuous Member .....	44
<b>ARTICLE 18</b>	<b>DISPUTE AND GRIEVANCE PROCEDURE.....</b>	<b>46</b>
<b>ARTICLE 19</b>	<b>CONTINUOUS PART-TIME MEMBERS .....</b>	<b>48</b>
19.1	Continuous Part-Time Status .....	48
19.2	Pro-Rata Application.....	48
19.3	Application Procedure .....	48
19.4	Approval or Non-Approval .....	49
19.5	Renewal.....	49
19.6	Expiration of Continuous Part-Time Status .....	49
19.7	Reassignment.....	49
19.8	Continuous Member's Election .....	49
19.9	Salary .....	50
19.10	Benefits and Insurance.....	50
19.11	Vacations.....	51
19.12	Leaves of Absence .....	51
19.13	Professional Development.....	51
19.14	Tuition Free Classes.....	51
19.15	Sessional Ratio.....	51
APPENDIX "A"	NEGOTIATING PROCEDURES .....	52
APPENDIX "B"	CONTINUOUS APPOINTMENT APPEAL PROCESS.....	54
APPENDIX "C"	SUB PLAN.....	56
APPENDIX "D"	DISMISSAL HEARING COMMITTEE PROCEDURAL PRINCIPLES .....	57
APPENDIX "E"	GUIDELINES FOR GRANTING THE 4.5% EDUCATION INCREMENT ...	59
LOU	COMPENSATION AND WORKLOAD RE-OPENER .....	60
LOU	ARTICLE 10.1 AND STEP 0 .....	61
LOU	CONSIDERATION OF A SINGLE LINE SALARY GRID.....	62
LOU	ARTICULATION AGREEMENT WITH HUNTING HILLS HIGH SCHOOL .....	63
LOU	CONTINUOUS APPOINTMENT APPEAL PROCESS .....	64

## Alphabetical Index

		Article No.
<b>Benefits</b>	Benefits Advisory Committee membership	Definitions
	Continuous Part-time Members' benefits	11.3 & 19.10
	Full-time Continuous/Probationary Members' benefits	11.1
	Liability Insurance for work-related activities	11.7
	Part-time Members' pay in lieu of benefits	11.4
	Sessional/Replacement Sessional Members' benefits	11.2
<b>Conditional Continuous</b>	Criteria governing creation and clearing of such status	6.8
<b>Continuous Appointment</b>	Membership of Continuous Appointment Committee	Definitions
	For criteria governing continuous appointment, see <b>Probation</b>	
<b>Continuous Part-time</b>	Eligibility, Application, Salary, Rights, Benefits, etc	11.3 & 19
	Sabbatical entitlement criteria	14.3
<b>Discipline</b>	Reprimand, Suspension, and Dismissal criteria	17
<b>Dismissal of Members</b>	See <b>Discipline</b>	
	Dismissal Hearing Committee membership	Definitions
<b>Dispute and Grievance</b>	Procedures for dispute resolution and formal grievances	18
<b>Grievance</b>	See <b>Dispute and Grievance</b>	
<b>Faculty Performance</b>	Membership on Faculty Performance Committee	Definitions
<b>Holidays</b>	See <b>Vacation and Holidays</b>	
<b>Leaves</b>	Compassionate Leave	13.5
	Deferred Salary Leave	13.7
	Evaluation on Leave	13.8
	Leave without Pay	13.6
	Long-term Disability Leave	13.3
	Maternity and Parental Leave	13.4
	Rehabilitation Leave	13.9
	See <b>Years of Service</b> for impact of Leaves on this calculation	
	Short-term Disability Leave	13.2
	Sick Leave	13.1
	Supplemental Unemployment Benefit Plan (for Mat Leave)	Appendix C
<b>Management Rights</b>	Broad principles, and right to Faculty Evaluations	5 & 10.6
<b>Membership in FARDC</b>	Definition and categories of Members	Definitions
	Dues collection by College for FARDC	4
	FARDC's rights to membership list from College	2.5
	Provisions governing hiring of new members	2.1 - 2.4
<b>Negotiation Procedures</b>		Appendix A
<b>Overload pay</b>	For Full-time Instructors only	8.2.5
<b>Part-time Members</b>	Criteria governing advancement of step (or denial of advance)	10.7
	Criteria governing automatic rehiring after three years	7.4
	Definition	Definitions
	Initial step placement on salary grid	10.4
	Instruction-hour norms (including exceptions)	8.2.3
	Part-time Members' pay in lieu of benefits	11.4
	Part-time years counting toward Probationary period	6.1
	Salary grids, rate-calculation criteria, and travel stipend eligibility	10.1 - 10.2
	Sick Leave and Disability Leave entitlement	13.1 - 13.2
	Tuition-free course entitlement restrictions (0.5 workload)	15
Vacation Pay (in lieu of paid vacation)	12.2	
<b>Probation</b>	Continuous Appointment Appeal Procedures	Appendix B
	Rights & responsibilities prior to continuous appointment	6

<b>Professional Development</b>	Amount and Administration of PD Fund	14.1 -14.2
	Membership on Faculty PD Committee	Definitions
	PD entitlements for Trades instructors	14.4
	Sabbaticals	14.3
<b>Recognition Payment</b>	Salary increment for years of service	10.5
<b>Redundancy</b>	Definition, options for Reassignment, & Termination	9
<b>Rehabilitation Leave</b>	See <b>Leaves</b>	
<b>Reprimands</b>	See <b>Discipline</b>	
<b>Retirement</b>	Criteria for Members after 65th birthday	16
<b>Sabbaticals</b>	See <b>Professional Development</b>	
<b>Salary</b>	4.5% increment for extra year of relevant, accredited study	10.3
	Criteria governing advancement of step (or denial of advance)	10.7
	Grade advancement after initial placement	10.8
	Grade definition	10.3
	Initial step placement for salary grid	10.4
	Recognition Payment (salary increment for years of service)	10.5
	Salary grids for all members	10.1
<b>Scholarship Recognition</b>	Membership on Scholarship Recognition Committee	Definitions
<b>Sessional Members</b>	Criteria governing advancement of step (or denial of advance)	10.7
	Criteria governing automatic rehiring after three years	7.4
	Definition	Definitions
	Extension of contracts into Spring/Summer term	7.3
	Initial step placement for salary grid	10.4
	Instruction-hour norms (including exceptions)	8.2.3
	Pay and/or notice for termination during contract	7.5
	Preparation time	7.2
	Sessional years counting toward Probationary period	6.1
	Sessional Members' benefits	11.2
	Sick Leave and Disability Leave entitlement	13.1 - 13.2
	Vacation Pay (in lieu of paid vacation)	12.2
<b>Sick Leave</b>	See <b>Leaves</b>	
<b>Suspension of Members</b>	See <b>Discipline</b>	
<b>Term-Certain Members</b>	Definition (Part-time, Sessional, and Replacement Sessional)	Definitions
	Minimum ratio of Term-certain to Permanent Members	7.1
	See also <b>Sessional Members</b> and <b>Part-time Members</b>	
<b>Tuition-free Courses</b>	Criteria governing tuition-free course entitlement	15
<b>Vacation and Holidays</b>	Annual vacation entitlement and restrictions	12.2
	Statutory Holidays	12.1
<b>Workload</b>	Criteria governing teaching assignments for instructors	8.2.1
	Definition	8.1
	Instructional-hour norms for all departments (chart)	8.2.2 - 8.2.3
	Membership on Faculty Workload Committee	Definitions
	Non-teaching responsibilities for instructors	8.2.4
	Overload pay for instructors	8.2.5
	Stipend for Chairpersons and Trade Reps	8.4
	Stipend for teaching-related travel time	8.2.6
	Workload dispute resolution (Faculty Workload Committee)	8.5
Workload for Librarians, Counselors, Learning Designers	8.3	
<b>Workload Release</b>	Rights and costs of workload release for FARDC activities	4
<b>Years of Service</b>	Calculation methods, and effects of Leaves on this calculation	Definitions

**AGREEMENT**

THIS AGREEMENT MADE this 30th day of June 2008.

BETWEEN:

RED DEER COLLEGE

(hereinafter called "The College")

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 Post Secondary Learning 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", Appendix "D", Appendix "E", and five Letters of Understanding, the parties covenant and agree together as follows:

Red Deer College

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Pauline J. Brandes  
Chair, College Negotiations

Red Deer College Faculty Association

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Jim Scott  
Chair, Faculty Negotiations

## **DEFINITIONS**

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

<b>Administration</b>	Shall refer to members of the Leadership Team appointed by the College President.
<b>Agreement</b>	Shall refer to the Collective Agreement negotiated and agreed upon by the College and the Association.
<b>Association</b>	Shall mean the Faculty Association of Red Deer College or its designated representative(s).
<b>Base Salary</b>	Shall mean the individual Member's grid placement annual salary.
<b>Benefits Advisory Committee</b>	Shall be composed of the Chief Human Resources Officer, the Administrative Officer – Benefits, two Members, and up to two representatives from each of the other employee groups in the College. Its mandate is to make recommendations regarding the features and costs of the benefits plan as established in Article 11.
<b>Board</b>	Shall refer either to the Board of Governors of Red Deer College or its designated representative(s).
<b>College</b>	Shall refer to the post-secondary learning organization known as Red Deer College.
<b>Continuous Appointment Committee</b>	Shall be composed of two Continuous Members designated by the Executive, the Chief Academic Officer and a Division Leader appointed by the Chief Academic Officer.
<b>Credit Course</b>	Shall mean a course within a program, which is approved and funded as a credit program by Advanced Education.
<b>Dismissal Hearing Committee</b>	Shall be an <i>ad hoc</i> committee consisting of <ul style="list-style-type: none"><li>• three Continuous Members appointed when needed by the President of the Association (or designate)</li><li>• three members of Administration appointed when needed by the Chief Academic Officer</li><li>• a non-voting Chair, who will be a Continuous Member determined as set out in Article 17.8.b</li></ul>
<b>Division Leader</b>	Shall include the Associate Vice President Student Services & International Education, Academic Deans, Directors, and others appointed by the Chief Academic Officer to be responsible for management of a group of services designated as a division within the academic portfolio.
<b>Executive</b>	Shall mean the Executive Board of the Association as designated in the Association's By-Laws.

<b>Faculty Professional Development Committee</b>	Shall be composed of one Administrator, and normally six Continuous Members.
<b>Faculty Performance Committee</b>	Shall be composed of two Administrators, one of whom will be the Chief Academic Officer and up to six Continuous Members.
<b>Faculty Scholarship Recognition Committee</b>	Shall consist of five Members and two Administrators.
<b>Faculty Workload Committee</b>	Shall consist of two Continuous Members, the Chief Human Resources Officer, one other Administrator, and may include one additional person who is neither an Administrator nor a Member and who is selected by unanimous agreement of the other four. In cases where this latter person is selected, he/she shall be a voting Chairperson.
<b>Full Year Equivalency</b>	Shall refer to <ul style="list-style-type: none"> <li>• for instructors, the number of instructional hours which are equivalent to the normal annual workload for that Member's department, as defined in Article 8.2.2.</li> <li>• for non-instructors, the total number of hours involved in meeting the weekly workload norm (as defined in Article 8.3) over the course of a full year.</li> </ul>
<b>Gross salary</b>	Shall consist of salary plus overload pay.
<b>Instructional Hour</b>	<p>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 Division Leader will mutually agree upon a means of determining equivalent instructional hours.</p> <p>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 Division Leader.</p>
<b>Member</b>	Shall be a Member of the Association. Normally any person who instructs in a Program with a credential approved or granted by Advanced Education for which a transcript, official diploma, certificate, or degree is given by Red Deer College or by Apprenticeship & Industry Training is a Member. Librarians, Counselors and Learning Designers shall be included as Members. The College 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 6.8.

Conditional Probationary: A Probationary Member as defined under Article 6.1 who instructs in a credit program that, at the time of hiring, is not designated as a continuing program, has not received base funding by Advanced Education, or has low or declining enrolment.

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 6.

Continuous Part-Time: A Continuous Member who is employed pursuant to the provisions of Article 19.

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 on a probationary contract as specified in Article 6.

Replacement Sessional: A Member with a full workload who is employed with a contract of four months or more and not exceeding two years, and whose responsibilities involve, at least in part, replacing a Continuous or Probationary Member who is on an approved leave from the College or who is temporarily undertaking other responsibilities in 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.

## **Years of Service**

Shall be the accumulation of consecutive years of employment as a Full-Time Member (or Full-Year Equivalents for any part-time employment). Years of employment for Term-Certain Members will be considered consecutive if there is never more than a seven-month gap between contracts. Years of employment for Probationary/Continuous Members who cease their employment with the College will revert to zero and if these Members subsequently recommence employment with the College their years of service will begin to accumulate from that point forward. Time served before

authorized leaves of absence shall be included. Also, the time served during any authorized leave of absence with pay (except for deferred salary leave) shall be included. The time served during any leave without pay shall not be included, except for up to ninety calendar days of the time spent on Maternity or Parental Leave, which shall be included.

## **ARTICLE 1 LENGTH OF AGREEMENT**

- 1.1 This Agreement shall cover and be binding upon the College, the Association and all Members.
- 1.2 This agreement shall take effect on the first day of July 2008, and shall remain in force until the 30<sup>th</sup> day of June 2010, with the exception of those matters identified in the attached Letter of Understanding.
- 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, 2010, 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 College, after consultation with the Association, may designate categories of employees, or individual employees as Members.
- 2.2 The College recognizes the Association as the exclusive bargaining agent for all Members. To that end, the College shall not request or require a Member to enter into an agreement, which derogates from the Member's rights under this Agreement. The College 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 or designate on the first of each month.
- 2.5 A list of all current Members shall be forwarded to the Association President each October by the Chief Human Resources Officer or designate; this list will include the position and status of employment of each Member.

### **ARTICLE 3 EXEMPTION FROM FARDC MEMBERSHIP**

Upon consultation with the FARDC President, the College need not designate as Members of FARDC, the Instructors in any new program funded by Advanced Education 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 in any one academic year involved in direct instruction of students.

Continued exemption from FARDC membership will be revisited annually by the College and FARDC.

### **ARTICLE 4 DUES, DEDUCTIONS AND ASSOCIATION BUSINESS**

The College shall deduct from the gross earnings (exclusive of disability benefits) of each Faculty Member covered by this Collective Agreement monthly amounts equal to the monthly membership dues as advised by the Association.

The Association shall advise the College, in writing, thirty calendar days before changes are to take effect for the establishment of, or change in, membership dues structure and/or amounts.

The College shall not unreasonably withhold approval for leave(s) of absence or workload release for members elected or appointed to perform Association business. Requests for such leaves shall be directed in writing to the Division Leader in consultation with the Chief Academic Officer or Chief Human Resources Officer. The College's reply shall be given in writing.

When the College grants a Member a workload release to undertake Association business, the Association shall reimburse the College for the full cost incurred by the College in replacing the Member with a Term-Certain Member. If this Term-Certain member's contract includes workload other than that created through the workload release, the President of the Association and the relevant Division Leader will consult to determine a fair cost to be borne by the Association, taking into account the specific area of instruction or service impacted.

### **ARTICLE 5 MANAGEMENT RIGHTS**

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

### **ARTICLE 6 PROBATION AND CONTINUOUS APPOINTMENT**

#### **6.1 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-Year 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 (i.e. never more than a seven-month gap between contracts) prior to the probationary appointment, are in the same area of instruction, and satisfactory evaluations have been completed.

If a Part-Time Member is offered a Probationary contract, one half of the Full-Year Equivalency spent in previous Part-Time contracts may be considered towards the probationary period up to a maximum of one year, provided that the Part-Time contracts have been consecutive (i.e. never more than a seven-month gap between contracts) prior to the Probationary appointment, are in the same area of instruction and satisfactory evaluations have been completed.

This initial Probationary 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.

## **6.2 Termination During Probationary Contract**

During the Member's employment on probation, his/her employment may be terminated at any time by the Division Leader 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 Division Leader three months notice in writing. The Association President shall be informed prior to termination of a Member by the Division Leader or Chief Human Resources Officer. The Probationary Member receiving such notice of termination of employment has no recourse to the Grievance Procedure outlined in the Agreement (Article 18).

For instances of dismissal with cause of a Probationary member, the provisions of Article 17.7 will apply.

## **6.3 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 Chief Academic Officer regarding the Continuous Appointment of the Probationary Member. The Chief Academic Officer 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 ten working days of the Chief Academic Officer'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.

#### **6.4 Offer of Continuous Appointment**

If a Member is offered Continuous Appointment, he/she will respond in writing to the Chief Academic Officer, within ten working days of receipt of the offer. In recognition of successful completion of Probation, and after the member accepts the offer, he/she will receive a one-time stipend of \$400.

#### **6.5 No Offer of Continuous Appointment Due to Performance Related Reasons**

If the Chief Academic Officer notifies the Member that he/she will not be offered a Continuous Appointment contract due to performance-related reasons, the Chief Academic Officer shall provide in writing these reasons. The Member may 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.

#### **6.6 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 or service 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.

#### **6.7 Pay/Notice Period for Probationary Members Denied Continuous Appointment**

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

#### **6.8 Offer of Conditional Continuous Appointment**

An offer of conditional continuous appointment may be made to:

- (a) A Conditional Probationary Member who has successfully completed his/her Probationary period but whose program
  - has not yet been designated as a continuing program by the College
  - or**
  - has not received base funding by Advanced Education **or**
  - continues to have low or declining enrollment.

Once such a program is designated as a continuing program or once base funding is received from Advanced Education or once enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

- (b) A Probationary Member who has successfully completed his/her Probationary period but whose program is experiencing low or declining enrollment. Once

enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

The provisions of Article 9, 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.

## **ARTICLE 7 TERM CERTAIN APPOINTMENTS**

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

- 7.1 (a) Based on cumulative Full-Year equivalents, for the period July 1 – June 30 of each year, the College shall normally maintain a minimum ratio of 65:35 of Continuous, Conditional Continuous, Probationary, Conditional Probationary, Replacement Sessional, and Continuous Part-Time Members to Sessional and Part-Time Members and not to fall below 62:38
- (b) The College will 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.
- 7.2 The Contracts for Sessional Members will include preparatory/follow-up time as specified below:

### **Contracts For Members Who Instruct In The Trades Area**

Such Contracts will include a minimum of four weeks of non-teaching time for course preparation and other responsibilities. Normally, an Instructor entering his/her first Sessional Contract with the College will be required to take three of these weeks prior to the Instructor's first day of classes. In subsequent years, some of this three-week allotment may be deferred to elsewhere in the Contract period as long as the Instructor, the Chair, and the Division Leader all agree.

### **Contracts For Members Who Instruct Outside The Trades Area**

Such 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. After an Instructor has taught one full academic year at the College, some of the three-week preparatory time may be deferred to the post-Final-Exam period as long as the Instructor, the Chair, and the Division Leader all agree.

### **Contracts for Members Who are not Instructors**

Such Contracts will include a minimum of four weeks for orientation to or preparation for normal work responsibilities and for other preparatory activities. Normally, a Member entering his/her first Sessional Contract with the College will be required to take three of these weeks prior to the first day of normal work responsibilities. In subsequent years, some of this three-week allotment may be deferred to elsewhere in the Contract period as long as the Member, the Chair, and the Division Leader all agree.

- 7.3** 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. The Member will receive the same monthly salary, pro-rated for partial months, that he/she received during the preceding contract. If a Spring/Summer Term assignment is less than a full workload, a separate part-time contract will be offered.
- 7.4** A Sessional Member who is carrying a full-year equivalency in his/her current contract and has carried a full-year equivalency in each of the preceding two academic years will automatically be rehired for the upcoming academic year 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.
- 7.5** 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 or pay in lieu of notice as follows:
- (a) Thirty calendar days if prior to contract start date
  - (b) Ninety calendar days if after contract start date

## **ARTICLE 8 WORKLOAD**

### **8.1 Definitions**

Total Workload for Full-Time Instructors shall consist of assigned teaching responsibilities as well as other non-teaching responsibilities.

Total Workload for Full-Time Counsellors and Librarians shall consist of appropriate responsibilities as assigned by their Division Leader.

Total Workload for Part-Time Instructors shall consist of assigned teaching responsibilities.

Teaching responsibilities include all that is needed for an Instructor to prepare for and deliver course material, to assess students, and to assist students in their course-related learning both in class and out.

### **8.2 Total Workload for Instructors**

#### **8.2.1 Assigned Teaching Responsibilities for Full-Time Instructors**

The Division Leader, 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 Division Leader 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 8.2.5). In making decisions about the assignment of instructional hours across a Program, the Division Leader 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 or three-year period, as indicated in the chart in Article 8.2.2.
- (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 Division Leader shall determine if any overload exists and shall determine the compensation in accordance with Article 8.2.5.

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 Division Leader 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 Division Leader 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 Division Leader in consultation with the Trade Representative and the Member.

### **8.2.2 Annual Instructional Hour Norms for Probationary / Continuous Instructors**

Actual Instructional hours may vary by + or - 15 hours, subject to the limitations in 8.2.1.

<b>PROGRAM</b>	<b>Instructional Hour Norm</b>
Apprenticeship & Industrial Training	720
Business Administration & Commerce	425
Career & Academic Preparation	480



Computer System Tech.	425
Disability & Community Studies	427.5 over 2 years
Early Learning and Child Care	425
Hospitality & Tourism	445
Humanities & Social Sciences	382.5 over 2 or 3 years
Kinesiology	450
Legal Assistant	420
Licensed Practical Nurse	500 – year 1 600 – year 2 & 3
Motion Picture Arts	450
Music	450
Nursing	500 – year 1 600 – year 2 & 3
Office Administration	450
Pharmacy Technician	460
Sciences	450
Social Work	425
Teacher Assistant	405
Teacher Education	382.5 over 2 years
Theatre Studies	450
Transitional Vocational Program	710
Visual Art	450

### 8.2.3 Annual Instructional Hour Norms for Term Certain Instructors

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 Part-Time Theory 425
Health Care Aide and Unit Clerk	810 classroom 930 clinical
Pharmacy Technician	Coordinator 700* Lab Assistant 1200*

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

### 8.2.4 Non-teaching Responsibilities for Full-Time Instructors

Instructors are required and expected to engage in a variety of non-teaching activities that contribute towards their own ongoing professional development and towards the college community. These activities will occur over the academic year excluding approved vacation periods, and shall be determined in consultation with the member's Trade Rep, Chair and the Division Leader.

Members shall engage in relevant professional development activities (PD) that serve to strengthen pedagogic, academic, and professional currency and capability. Such activities shall be approved by their Division Leader and may include discipline scholarship, scholarship of teaching, study, research, workshops, conferences, and other activities that may enhance professional or teaching capabilities.

In order to facilitate ongoing professional development, probationary and continuous instructors will normally receive time approval for four weeks of PD within each year. The Division Leader, in collaboration with the Chair and the Instructor, will ensure that teaching assignments allow time for at least two months of professional development activities over a two year period.

Other responsibilities include but are not limited to the following:

- (a) Program and curriculum development
- (b) Student academic advice and course assistance
- (c) Department and divisional duties
- (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
- (k) Peer mentoring activities.

In extraordinary situations, some of these duties may receive workload recognition as approved by the Division Leader.

Term Certain Members will have reduced expectations to engage in non-teaching responsibilities.

### **8.2.5 Overload Pay for Full-Time Instructors**

In extraordinary circumstances, if a Full-Time Instructor agrees to instruct more than fifteen hours beyond the annual norm, he/she shall be given overload pay equal to 2/3 of his/her current grid salary and then prorated such that the number of instructional hours worked is factored 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.

### **8.2.6 Recognition of Teaching-Related Travel Time for Instructors**

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).

### **8.3 Total Workload for Counsellors, Librarians and Learning Designers**

The Division Leader shall assign appropriate responsibilities to Counsellors, Librarians and Learning Designers. Their weekly workload norm shall be 37.5 hours, although Counsellors normally shall have no more than 25 student contact hours per week.

### **8.4 Recognition for Chairperson/Trades Representative**

Members designated as Chairpersons/Trades Representatives shall be given a stipend of \$2500.00 and/or a reduction in non-Chair-related responsibilities. Workload reduction shall be approved by the Division Leader, in consultation with the individual Chairperson.

### **8.5 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 College 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 Division Leader or one or more Members seeks a change to the instructional-hour Norms listed in 8.2, the Committee shall solicit input from all affected parties and it may then make recommendations to the Negotiations Committees of the College and the Association regarding changes to existing instructional-hour norms as listed in Article 8.2.
3. Determining Instructional-Hour Equivalencies for Non-conventional teaching:  
Where an Instructor and his/her Division Leader 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 Division Leader, he/she/they may appeal the assignment to the Workload Committee. Its decision on this matter is not subject to grievance or appeal.

The committee will establish its own Terms of Reference.

## **ARTICLE 9 REDUNDANCY AND REASSIGNMENT OF CONTINUOUS MEMBERS**

The provisions of Article 9, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

## 9.1 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 or service;
  - discontinuation or cancellation of a course or program in the Member's area of instruction or service;
  - insufficient student demand in the Member's area of instruction or service;
- (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 8.2); 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.

## 9.2 Direct Reassignment to Another Position

- (a) The Chief Academic Officer, in his/her sole discretion, may reassign a redundant Member to another position at the College (referred to as the "Reassignment Position").
- (b) In making a decision about such reassignment, the Chief Academic Officer must consider the following:
- the Member's willingness to be reassigned;
  - 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 Chief Academic Officer decide to offer to reassign the redundant Member, he/she shall do so in writing. The Member may accept the offer in writing within thirty calendar 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 offer.
- (e) If the Chief Academic Officer 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 offer is not accepted, this offer shall be deemed to be notice of termination in which case the provisions for termination defined in Article 9.4 shall apply.

### **9.3 Reassignment Through Professional Development**

- (a) If on the recommendation of the Faculty Professional Development Committee and the concurrence of the Chief Academic Officer, 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 Chief Academic Officer, 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 Chief Academic Officer 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 Chief Academic Officer 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 Chief Academic Officer may then terminate his/her employment in accordance with the provision of Article 9.4.

### **9.4 Termination of Redundant Members**

In the event that the Chief Academic Officer decides to terminate the employment of a redundant Member, the following provision for notice and/or pay shall apply:

- Members with fewer than twelve Years of Service at the time the written termination notice is received will receive at least ten months of notice (i.e., the termination date will be at least ten months after the date the termination notice is received). On the termination date the Member will receive, as part of his/her final pay package, an amount equal to two months' salary as well as payment for all vacation accrued up to the termination date. The College may give pay in lieu of all or part of the ten months' notice.
- Members with more than twelve Years of Service at the time the written termination notice is received will receive at least two months of notice (i.e., the termination date will be at least two months after the date the termination notice is received). On the termination date the Member will receive, as part of his/her final pay package, payment for all vacation accrued up to the termination date as well as an amount equal to twelve months' salary. The College may give pay in lieu of all or part of the two months' notice.

## **ARTICLE 10 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 Member.

## 10.1 Salary Grids

### Red Deer College Full-Time Faculty Grid July 1, 2008 – June 30, 2009

	A	B	C	D	E	F
1	\$65,634	\$62,140	\$58,891	\$52,344	\$45,061	\$52,224
2	\$68,737	\$65,133	\$61,781	\$55,125	\$47,712	\$55,089
3	\$71,831	\$68,126	\$64,669	\$57,922	\$50,333	\$57,954
4	\$74,925	\$71,117	\$67,565	\$60,709	\$52,933	\$60,822
5	\$78,029	\$74,121	\$70,451	\$63,495	\$55,577	\$63,690
6	\$81,841	\$77,106	\$73,345	\$66,282	\$58,206	\$66,558
7	\$84,221	\$80,100	\$76,240	\$69,076	\$60,835	\$69,423
8	\$87,317	\$83,099	\$79,127	\$71,867	\$63,270	\$72,292
9	\$90,417	\$86,091	\$82,027	\$74,646	\$65,801	\$75,159
10	\$94,030	\$89,535	\$85,305	\$77,634	\$68,433	\$78,165
11	\$94,970	\$90,878	\$87,224	\$79,575	\$70,486	\$79,533

### Red Deer College Part-Time Faculty Grid July 1, 2008 – June 30, 2009

	A	B	C	D	E	F
1	\$43,966	\$41,625	\$39,450	\$36,927	\$31,960	\$40,742
2	\$46,045	\$43,631	\$41,385	\$38,800	\$33,717	\$42,664
3	\$48,117	\$45,636	\$43,319	\$40,667	\$35,458	\$44,586
4	\$50,189	\$47,639	\$45,260	\$42,534	\$37,229	\$46,505

## 10.2 Part-Time Members' Salaries

Part-Time Member (with the exception of Instructors offering private music lessons) shall be paid a salary based on the Part-Time Faculty grid, such that the number of assigned hours is prorated against:

- 425 hours for instructors in all programs whose instructional-hour norm is 450 hours or less **or**
- the instructional-hour norm for instructors in programs whose norm exceeds 450 hours **or**
- the weekly workload norm for non-instructors as specified in Article 8.3.

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.

In addition, if Part-time Members' assigned worksites are farther than 100 km from their place of residence, then as approved by the Chair or Division Leader, they will normally receive the following travel stipend:

- \$600 per term for one class per week
- \$1200 per term for two or more classes per week
- A pro-rated amount for terms of less than 15 weeks

Part-Time Members are not eligible for any other reimbursement for travel expenses.

### 10.3 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 service for Counselors, Librarians and Learning Designers) 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 Journeyperson's Certificate

In addition, a Member in any of the above pay grades 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, and has achieved an additional credential or designation from a recognized post-secondary institution or recognized professional credentialing body. This study must:

- be relevant to the Member's primary area of instruction (or service for Counselors, Librarians and Learning Designers), or involve the acquisition of relevant pedagogic skills and,
- include at least the equivalent of one academic year of study that is fully supplementary to (and not subsumed into) the academic work that gave rise to the academic credentials which determined the Member's Grade placement (e.g. if a Member earned a two-year diploma and then used these years as the first two years of a Bachelors degree, the study leading to the diploma would not be eligible for the 4.5% increment).

Such accredited year-long study must result in a completed and recognized credential such as, but not limited to, those credentials listed in Appendix E.

Any Member who, after commencing employment with the College, intends to achieve a salary increase, through the 4.5% increment, by pursuing a program of accredited study should have his/her planned program of studies pre-approved in writing by the Chief Academic Officer. In making his/her decision, the Chief Academic Officer must consult with the Member's Chair/Division Leader.

## 10.4 Placement on Step

- (a) Placement at start of contract

### Full-Time Members

Initial step placement on the Full-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the normal maximum initial placement for Full-Time Members should not normally exceed Step 6.

A Sessional or Replacement Sessional Member who, within seven months of the expiration of a contract, is re-hired to another Sessional or Replacement Sessional contract in the same area of instruction or service may not be placed at a lower step than he/she was on during his/her previous contract.

### Part-Time Members

Initial step placement on the Part-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the normal maximum initial placement for Part-Time Members should not normally exceed Step 2.

A Part-time Member who, within seven months of the expiration of a contract, is re-hired to another Part-time contract in the same area of instruction or service may not be placed at a lower step than he/she was on during his/her previous contract.

- (b) Nothing shall prevent a Member from being hired on a salary above the minimums identified in (a) above. 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 9.

## 10.5 Recognition Payment for Full-time Members

- (a) In addition to the salary paid to a Member in accordance with the provisions contained in Article 10.1 and 10.8, all Full-time Members shall receive an amount calculated as follows, where Years of Service are calculated as of the last day of the fiscal year:

• From 0 to 4 Years of Service	\$0
• From 5 to 9 Years of Service	\$550
• From 10 to 14 Years of Service	\$800
• From 15 to 19 Years of Service	\$1050
• 20 or more Years of Service	\$1800

The Faculty Recognition Pay recognizes Full-time Members' work throughout a fiscal year and will be disbursed to them as a lump-sum payment that will be included in the final pay of the fiscal year.

Note the following special conditions:



- A Full-time Member is eligible for the Recognition Pay if he/she
- has been on a Sabbatical Leave during any or all of the fiscal year.
  - has been on any Leave for six or fewer months in the fiscal year
  - resigns from the College with an employment end-date on or after January 1 in the fiscal year
  - is a Sessional or Replacement Sessional Member employed for at least six months in the fiscal year

- A Full-time Member is not eligible for the Recognition Pay if he/she
- has been on any Leave (other than Sabbatical Leave) for more than six months in the fiscal year
  - resigns from the College with an employment end-date prior to January 1 in the fiscal year
  - is a Sessional or Replacement Member employed for fewer than six months in the fiscal year

- (b) The College will provide \$10,000 each fiscal year to a fund administered by the Faculty Scholarship Recognition Committee, which will distribute this money to Faculty in accordance with terms of reference that the committee establishes and periodically reviews.

## **10.6 Faculty Evaluation**

- (a) All Full-Time Members shall participate in a faculty evaluation process as outlined in the Faculty Performance Evaluation Policy.
- (b) The College agrees that it shall not amend the Faculty Performance Evaluation Policy until the College 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 College and FARDC shall act fairly and reasonably in the administration of evaluations as outlined in the Faculty Performance Evaluation Policy.
- (d) FARDC agrees that it shall not 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.

## **10.7 Advancement of Step**

- (a) Probationary/Continuous Members

Upon the recommendation of the Division Leader, 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 completed a Full-Year Equivalent as specified for his/her department in Articles 8.2.2, 8.2.3 and 8.3.

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) Withholding 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 Division Leader 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 calendar days to achieve satisfactory performance in those identified aspects
- (ii) The Division Leader and the Member meet to discuss methods to deal with these identified problems, and the Division Leader provides in writing the standards by which satisfactory performance is to be measured (such standards to be consistent with the Faculty Performance Evaluation Policy).
- (iii) The Member fails to meet the specified standards of satisfactory performance within the specified 120-day period.

## **10.8 Advancement in Grades**

- (a) Any Member who, after commencing employment with the College, intends to achieve advancement in grade by pursuing further academic study is expected to consult with the Chief Academic Officer, who will determine (and state in writing) whether or not the Member's successful completion of such study will result in a grade advance. The Chief Academic Officer will base his/her decision on the relevancy of the proposed study to the Member's area of instruction or service. Without such written pre-approval for a grade advance, a Member may, upon completion of his/her study, be denied the advance if at that time the Chief Academic Officer determines that this study lacks relevancy to the Member's area of instruction or service.
- (b) Change of salary shall be effective the date the Member achieved the credential, as witnessed by the date on the official transcript or certificate/diploma/degree.

## **10.9 Market Supplement**

In addition to the salaries that members are entitled to under the foregoing provisions of Article 10, the College may also exercise its discretion to pay additional compensation to address market pressures.

**ARTICLE 11 BENEFITS**

**11.1 Full-Time Probationary and Full-Time Continuous Member**

- (a) Alberta Health Care is optional. The College shall pay 75% of the Alberta Health premiums for Members who choose such coverage. The Member shall pay the remaining 25%.
- (b) The College shall make available a Life Insurance Plan and an Accidental Death and Dismemberment (AD&D) Plan. Membership in these Plans is optional, except where such coverage is not consistent with any age restrictions established by the College’s insurance carrier. 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 (i.e.: 2 x or 3x salary) in both of them. The premiums shall be shared by the College and the Member as follows:

	<b>Member Pays</b>	<b>College Pays</b>
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 College 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 College shall pay 75% of the Extended Health Care premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (d) The College shall make available a Dental Plan. Each Member must enroll in this plan unless he/she is covered by a spouse’s plan. The College shall pay 75% of the Dental premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (e) The College 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.

## **11.2 Sessional and Replacement Sessional Members**

- (a) Sessional and Replacement Sessional Members shall have the same benefits as Full-Time Members, except that membership in LAPP after 12 months' employment is optional for the Member.
- (b) If a Sessional or Replacement 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, Long-term Disability (recognizing there is currently no employer share of this premium) 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 or Replacement 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 College shall pay the employer portion) of the premiums for Alberta Health, Extended Health, Dental, Life Insurance, Long-term Disability (recognizing there is currently no employer share of this premium) and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Human Resources Office.

## **11.3 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.

## **11.4 Part-Time Members**

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

## **11.5 Payment of Premiums**

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

## **11.6 Cessation of Coverage**

All coverage (except Alberta Health Care which continues to the end of the month in which the resignation or dismissal occurs) under this article ceases on the date of resignation or dismissal.

## **11.7 Liability Insurance for all Members**

The College 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 College.

Where Members undertake activities at the request of the College in the course of their employment, acting in good faith and within the scope of their authority, then the College will indemnify the Faculty Members in respect of any claims that might be made against them personally as a result of their acting in this fashion.

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 College President to have the College provide such counsel. The College President's decision on whether or not to provide the requested legal counsel is final and non-grievable.

## **11.8 Changes to Benefit Plans**

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

## **ARTICLE 12 VACATIONS**

### **12.1 Holidays**

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

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

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

In addition to the general holidays outlined above, Members covered by this Collective Agreement shall receive paid general holidays between Boxing Day and New Year's Day.

### **12.2 Vacation Entitlement**

- (a) Probationary/Continuous Members shall be entitled to forty-five working days vacation annually, pro-rated based on date of hire and calculated as of July 1<sup>st</sup> of each year, with a minimum of thirty-five 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 College 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 Division Leader.

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

- (b) Replacement Sessional Members holding appointments of twelve months or longer shall be entitled to forty-five working days vacation per full twelve-month period. For each additional month's service, the Member shall be paid eight percent 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 twelve months are not entitled to any vacation but shall be given an amount equal to eight percent of their gross salary. This shall be included on each pay cheque.
- (d) Part-Time Members shall receive a total of fourteen percent of their gross salary in lieu of vacation entitlement and all other benefits.
- (e) Where a Member on vacation:
  - Verifies a period of hospitalization or
  - Qualifies for Compassionate Leave

the period of vacation that has been displaced shall be restored to the vacation entitlement, available for use at a later date.

All vacation taken requires the prior written approval of the Division Leader.

## **ARTICLE 13 LEAVES FROM COLLEGE**

### **13.1 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.

A Full-Time Member shall be eligible for a maximum of twenty days of Casual Sickness Leave each academic year without loss of salary, benefits or vacation 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.

Up to three of these 20 eligible days for Casual Sickness Leave in any fiscal year may be used without loss of pay or benefits in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same-gender partner), child, or others, where arrangements or care cannot be provided by another family member and the Member is the primary caregiver.

Casual Sickness Leave does not carry over to ensuing years.

### **13.2 Short-Term Disability Leave**

Short-Term Disability Leave refers to a period of at least six consecutive working days and no more than ninety 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 vacation entitlement. The College will, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted. Members will maintain contact with the Health and Wellness Centre during their short-term disability leave.

A Probationary/Continuous Member shall be eligible for a maximum of ninety calendar 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 eligible for 7.5 calendar days of Short-Term Disability Leave after the completion of each of the first twelve months of employment with the College. After this twelve-month period, the Member is eligible for a maximum of ninety 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 eligible for Short-Term Disability Leave.

Short-Term Disability Leave does not carry over to ensuing years.

Members on Short-Term Disability Leave are not eligible for participation in College based instructional or non-instructional (including professional development) activities without the approval of the Health & Wellness Centre and the Division Leader.

### **13.3 Long Term Disability Leave**

Membership in this Plan is mandatory for all Full-Time Members who have completed twelve months of service, except where such coverage is not consistent with any age restrictions established by the College's insurance carrier. 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 Chief Academic Officer 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 be administered by the carrier during this Leave, and the Member shall receive no salary or vacation or professional development 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 on Long-Term Disability leave shall pay:

- 100% of the benefit premiums for Alberta Health Care, Extended Health Care, and Dental Care
- His/her portion of LAPP premiums as per the contribution rates set by the Local Authorities Pension Plan. Payment will be due in Human Resources on the last working date of the month for the preceding month's coverage.
- No portion of the premiums for life insurance, long-term disability, and accidental death and dismemberment as they are waived once a Member is approved to receive long-term disability benefits.

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.

### **13.4 Maternity and Parental Leave**

Article 13.4 is subject to the Alberta Employment Standards Code.

#### **13.4.1 Eligibility**

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

**13.4.2** Maternity or Parental Leave shall be granted by the College, upon written application to the Chief Human Resources Officer, to all Members eligible



under the provisions of the Alberta Employment Standards Code in effect at the time of application. This Leave shall be without pay.

**13.4.3** 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.

**13.4.4** 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.

**13.4.5** 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.

A Female Sessional, Replacement Sessional, Continuous Part-Time and Part-Time Member who has completed twelve months of employment within two academic years, shall be eligible for a combination of Maternity and Parental Leave up to the expiry of their current contract. They will not be eligible for the provisions of 13.4.4.

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 Members, 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.

Where possible, a Maternity or Parental Leave will commence at the beginning or end of an academic term in order to support continuity for students. In order to achieve this, the Division Leader may assign in consultation with the Member, alternate teaching/non-teaching responsibilities to a Member during a period of up to twelve weeks preceding the leave date requested by the Member based on the estimated date of delivery or adoption placement. Alternatively, the Division Leader may place the Member on a paid leave of absence for said period. In either case, the Member shall not suffer any loss of salary or benefits during the period prior to the leave date requested by the Member based on the estimated date of delivery or adoption placement.

**13.4.6** During a period of a Maternity Leave in which the Member is medically unable to work, the College 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.

- 13.4.7** Where a medical certificate is provided, stating that a longer period of Leave is required due to complications relating to pregnancy, the Chief Human Resources Officer shall extend the leave up to a maximum of eighteen months.
- 13.4.8** 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 College.
- 13.4.9** Whenever a Member is absent for more than twelve months on Maternity or Parental Leave and where the Chief Human Resources Officer has not extended the leave period, the Member shall automatically be deemed to have terminated employment when the twelve month period expires.
- 13.4.10** A Member who wishes to return to work from Maternity or Parental Leave or who wishes to resign while on Leave, shall provide the College with one month's written notice of such intention.
- 13.4.11** A Member may, subject to College 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.
- 13.4.12** During the period of time during which the Member is entitled to SUB benefits (see Article 13.4.6) she shall accrue service towards earning an increment and vacation time. During the remaining time while on Leave she will be required to maintain her Long Term Disability, Dental and Extended Health benefits at full cost.

## **13.5 Compassionate Leave**

An Employee shall be granted three regularly scheduled work days leave, without loss of salary, benefits or vacation entitlement, in the case of death or critical illness of a parent, spouse/common-law partner, sibling, child, in-law, fiancée or grandparent. Where burial occurs outside the province, such leave shall include two additional days, without loss of salary, benefits or vacation entitlement, to accommodate reasonable travel time. In recognition that compassionate leave is based on individual circumstances, the Division Leader in consultation with the Chief Human Resources Officer may, upon request, grant additional compassionate leave with pay. Additional Leave or leave in the case of the death of other close relatives, may be granted without pay, and for such period of time as in the discretion of the Division Leader may be deemed feasible. Requests are to be made to the Division Leader.

Applicable compassionate care benefits may be accessed under the provisions of the Employment Insurance Regulations in effect at the time.

## **13.6 Leave of Absence Without Pay**

The College 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 Chief Human Resources Officer no less than four months before the start of the proposed Leave. The Chief Human Resources Officer, 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 vacation 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.

## **13.7 Deferred Salary Leave**

**13.7.1** 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.

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

**13.7.3** 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.

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

## **13.8 Evaluation on Leave of Absence**

No persons covered by this Agreement shall have their performance evaluated while on a Maternity, Parental, Deferred Salary or Leave of Absence without pay. Members on Sabbatical leave shall adhere to any evaluative or reporting requirements stipulated by the Faculty PD Committee.

## 13.9 Rehabilitation Leave

- (a) In the event that a Member, in the sole opinion of the Division Leader, is abusing alcohol or drugs or is otherwise engaged in addictive behavior detrimental to the performance of his or her duties, the Division Leader shall advise that Member in writing of his/her opinion and may, at the expense of the College, direct the Member to undergo an examination by a professional who is experienced in the diagnosis and treatment of the addictive behavior. This professional is to be appointed by the Chief Human Resources Officer.
- (b) A Member directed by the Division Leader to undergo examination shall be granted leave with pay to attend the examination.
- (c) If the designated professional confirms that the Member is abusing alcohol and/or drugs or is engaging in other addictive behavior, the Division Leader may direct that Member to undertake and/or attend a treatment and rehabilitation program (the "Rehabilitation Program") approved by the College. The Rehabilitation Program may be either or both of the following:
  - (i) Out-Patient: being a Rehabilitation Program that requires the Member to attend counseling and other treatments while attending to the Member's employment duties;
  - (ii) In-Patient: being a Rehabilitation Program that will require the Member to be absent from his/her employment duties.
- (d) In those instances where the Rehabilitation Program is on an Out-Patient basis, the College, where necessary for the Member to undergo the Program, will grant such daily (or part thereof) leaves as are reasonably required, without loss of salary or benefits.
- (e) In those instances where the Rehabilitation Program is on an In-Patient basis, the College shall grant a leave to the Member for the purpose of undergoing the Rehabilitation Program, not to exceed forty calendar days, hereinafter referred to as "Rehabilitation Leave".
- (f) During the initial Rehabilitation 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) Rehabilitation Leave, the Member shall not receive his or her salary or other benefits during the second or subsequent Rehabilitation Leaves. On the second or subsequent Rehabilitation Leave, the Member shall, upon payment of the premium during the term of the Leave, be eligible for all health care insurance benefits as set out in Article 11. The term of the second or subsequent Rehabilitation Leaves shall not count towards years of service or towards earning of an increment.
- (h) Where the Member refuses to submit to examination by the Doctor, and/or refuses to undergo a Rehabilitation Program, or has previously undergone a Rehabilitation Program, the College reserves the right to invoke disciplinary measures that are consistent with the provisions and rights to grievance as outlined in Article 18.

- (i) Notwithstanding the foregoing provisions of this Article 13.9, the College, in all instances, reserves the right to invoke disciplinary measures for conduct or actions of a Member arising from the addictive behavior, such measures to be consistent with the provisions and rights to grievance as outlined in Article 18.

## **ARTICLE 14 PROFESSIONAL DEVELOPMENT**

### **14.1 Professional Development Allocation**

In any fiscal year, the College shall make provision in its budget for professional development in an amount equal to 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 Faculty Professional Development Committee to be worthwhile. This fund shall be known as the "Professional Development Fund". Only Continuous Members are eligible for Sabbatical leaves.

### **14.2 Professional Development Fund**

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

### **14.3 Sabbatical Leaves**

- (a) The amount of the Professional Development Fund specified in Article 14.1 to be spent on sabbatical leaves in any fiscal year shall be determined by the Faculty 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 Chief Academic Officer, no later than January 15 of the year in which he/she 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 Chief Academic Officer, who shall inform the applicant of the decision no later than March 1.
- (c) During a sabbatical leave of more than six months, the Member shall receive normal benefits and the salary 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;
  - (iii) 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 benefits and the salary 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 salary calculated pursuant to Article 14.3(c) and (d), or a proportionate part thereof, shall be paid monthly during the term of the leave.
- (g) If the College 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.
- (h) A Member who has been on sabbatical leave shall return to the College and complete an assigned workload equivalent to that which he/she would have borne had he/she not been on sabbatical. In the case of a returning Continuous Part-Time Member, the amount that he/she would have borne shall be calculated based on the partial assigned workload carried during the academic year in which he/she applied for the sabbatical. In either of the above cases, the required "return-service obligation" will normally be fulfilled during the academic year in which the Member returns, but it may be carried over a maximum of two years on approval by the Division Leader.
- (i) A Member not returning to the College from a sabbatical leave or who otherwise fails to meet the return service obligation described in (h) above 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 Faculty Professional Development Committee.
- (j) In order to qualify for a subsequent sabbatical, a Member must have been continuously employed by the College since the previous sabbatical. Salary and benefits will be calculated as per the criteria listed in (c), (d), and (e) above, where "years of service" in this case refer to years of service since the completion of the previous sabbatical. For this clause only, a year of employment by a Continuous Part-time Member will be considered to be a year of service.
- (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.

#### **14.4 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 Faculty Professional Development Committee). This budget to be allocated from the fund hereinbefore mentioned in Article 14.1.

#### **ARTICLE 15 TUITION FREE CLASSES**

Each Member working at least a .5 workload and each person of his/her immediate family (as defined below) shall be entitled to a reduction in tuition costs when enrolling in any of the College's Trades and credit courses subject to the following conditions. Each eligible person:

- (a) is entitled to a maximum tuition reduction equal to the current student tuition cost of three credits for each term that the Member is employed up to a maximum of three terms 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 tuition reduction within six months of being earned.

A family member includes a Member's biological or adopted child, spouse, spouse's biological or adopted child, common-law or same-gender partner, and child of such partner.

#### **ARTICLE 16 NOTICE OF RESIGNATION**

When voluntarily resigning from the College, a Member whenever possible should give no less than six months notice prior to the start of the next Fall or Winter term. The end-dates for employment normally are June 30<sup>th</sup> or the last working day in December.

If such written notice is given, the Member has the right to engage in professional development activities and other employment-related activities until the normal employment end-date (June 30<sup>th</sup> or the last working day in December) without using any vacation time. In this case the Member will receive all accrued vacation pay and Recognition Pay (if eligible) as part of his/her final pay package.

If the Member does not give written notice of a planned resignation within the timelines above, the College may require the Member to begin using his/her earned vacation time prior to the planned date on which the resignation will occur.

A Member, his/her Division Leader and the Chief Human Resources Officer may mutually agree on resignation conditions (such as end-dates and vacation use) different from the above.

## **ARTICLE 17 DISCIPLINE (REPRIMANDS, SUSPENSIONS, AND DISMISSALS)**

### **17.1 Applicability and Limitations**

This article does not apply to failure to meet the Professional Expectations for Faculty at Red Deer College as stipulated in the Faculty Performance Evaluation Policy, except insofar as section 7.3.5 of that policy makes provision for dismissal; dismissal caused by failure to meet these Professional Expectations shall be handled as set out in 17.8 below.

If a Member is accused of harassment, then the procedures outlined in the Personal Harassment/ Discrimination Policy shall be followed. If, as a result of those procedures, a determination is made that disciplinary consequences are warranted, those consequences are limited to the discipline options listed below, and will follow the procedures described therein.

If a Member is suspected of abusing drugs or alcohol, or of being otherwise engaged in addictive behavior detrimental to the performance of his or her duties, the provisions of Article 11.9, Rehabilitation Leave, shall apply. If the Chief Academic Officer directs the Member to attend a treatment and rehabilitation program, and the Member does so, none of the discipline provisions listed below shall be exercised except as set out in Articles 13.9.h and 13.9.i.

If a Member has engaged in behavior that a Division Leader reasonably determines to be misconduct, and if that misconduct is not of a type covered by the Personal Harassment/Discrimination Policy, or by the provisions of Article 13.9, then the Division Leader may discipline the Member according to the provisions of this Article.

### **17.2 General Principles**

Normally, a Division Leader will deal with the first occurrence of misconduct by issuing a Notice of Informal Reprimand, and then will deal with recurrences of the same or similar misconduct by following the sequence of increasingly serious disciplinary actions outlined below. However, a Division Leader, in consultation with Human Resources, may depart from this sequence by invoking more serious levels of discipline for the first occurrence (or for recurrence) of misconduct if he/she determines that the severity of the misconduct warrants such action.

There shall be no other form of discipline, except as provided for below.

A Notice of Discipline will be clearly marked as an Informal Reprimand, a Formal Reprimand, a Disciplinary Suspension Without Pay, a Summary Suspension with Pay, or a Dismissal with Cause.

A copy of any Notice of Informal Reprimand will be kept in the files of the Division Leader issuing it, but all other Notices of Discipline will be kept in the Member's personnel file.

A Notice of Discipline will normally be hand-delivered to the Member at a meeting with the issuing Division Leader, who will discuss with the Member the rationale and evidence for the discipline, as well as any future implications of the discipline. If the



Member is unable or unwilling to meet with the Division Leader, the Division Leader may deliver the Notice by alternative means.

Prior to this meeting, the Division Leader will inform the Member that he/she may request that the President of the Association (or designate) also be present at the meeting. If the meeting involves a Notice of Suspension or Dismissal, the President of the Association (or designate) *must* be present.

A Member shall, upon giving reasonable notice to the College, have access to all Notices of Discipline in his/her personnel file. At the Member's request and expense, the College shall provide the Member with photocopies of any of these documents.

Upon receipt of a written request from a Member, a Notice of Discipline will be purged from the Member's personnel file (or, for a Notice of Informal Reprimand, from the Division Leader's files) after a period of three years, provided that no further Notices pertaining to similar misconduct have been put on this file. If such a Notice of a recurrence of misconduct is on file, then the original notice will remain on file and may be removed only when or if the subsequent notice is removed.

A Division Leader will not issue a Notice of Discipline for any frivolous, vexatious, discriminatory, or otherwise unreasonable determination that misconduct has occurred, nor will a Division Leader make any such unreasonable determination when issuing a Notice of Formal Reprimand or Suspension or Dismissal for the first occurrence of a type of misconduct (i.e., misconduct not referenced in an Informal Reprimand in the Division Leader's files).

Except where otherwise specified, all rights and provisions pertaining to the grievance procedure stipulated in Article 18 will apply to the following Notices of Discipline.

## **NOTICES OF DISCIPLINE**

### **17.3 Informal Reprimand**

If a Division Leader determines that a Member's misconduct is not a recurrence of similar past misconduct (i.e., if no record of an Informal Reprimand pertaining to similar misconduct exists in the Division Leader's files), he/she may meet with the Member and issue a Notice of Informal Reprimand, a copy of which will be kept in the files of the Division Leader who issued it. This notice will identify

- the evidence of misconduct that gave rise to the reprimand, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action or timelines, if required, and
- the consequences for any future instance of this or similar misconduct.

The Member has the right to add a written comment to an Informal Reprimand. Once the Member has completed any required action, the Division Leader will attach to the Informal Reprimand a note indicating this completion, a copy of which will be given to the Member.

A Notice of Informal Reprimand may not be grieved.

## 17.4 Formal Reprimand

If a Division Leader determines that a Member's misconduct is a recurrence of similar past misconduct for which an Informal Reprimand exists in the Division Leader's files, or if the Division Leader determines that a disciplinary response more serious than an Informal Reprimand is warranted, he/she may meet with the Member and issue a Notice of Formal Reprimand, a copy of which will be kept in the Member's personnel file. The notice of this reprimand will identify

- the evidence of misconduct that gave rise to the reprimand, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action or timelines, if required, and
- the consequences for any future instance of this or similar misconduct.

The Member has the right to add a written comment to a Formal Reprimand. Once the Member has completed any required action, the Division Leader will attach to the Formal Reprimand a note indicating this completion, a copy of which will be given to the Member.

## 17.5 Summary Suspension with Pay (Pending Investigation)

A Division Leader may meet with a Member and issue him/her a Notice of Summary Suspension With Pay if

- he/she determines that student or staff safety calls for immediate removal of the Member from the College campus, or
- he/she determines that a serious instance of misconduct may have occurred and that the best interests of the College call for the immediate absence of the Member from campus and from all College-related responsibilities.

The suspension will begin on the day the Member is given the Notice of Summary Suspension with Pay and will last for a period of up to 30 calendar days. The President of the Association (or designate) must be present at the meeting where the Member is given the Notice of Summary Suspension with Pay.

The notice of this suspension will identify

- the reasons for the suspension (and the evidence or allegations on which they are based), and
- the duration of the suspension, and
- the course of action that the Division Leader will be pursuing within the next 30 calendar days in order to determine the outcome of the suspension, and
- any conditions of the suspension (such as restricted off-campus access to email).

Before or at the expiration of the 30-day summary suspension, the Division Leader will

- inform the Member in writing that the suspension is lifted and no further disciplinary action will be followed, **or**
- issue a Notice of Informal Reprimand, a Notice of Formal Reprimand, or a Notice of Disciplinary Suspension Without Pay as outlined in Articles 17.3, 17.4 and 17.6, **or**

- for a non-Continuous Member, issue a Notice of Dismissal with Cause, as per Article 17.6 below, **or**
- for a Continuous Member, issue a Notice of Dismissal with Cause as per Article 17.8 below, **or**
- extend the suspension, where such an extension contains a statement indicating what further action or investigation needs to be completed before the Division Leader can engage in one of the above four resolutions of the suspension. The FARDC President must agree to any such extension.

During the suspension, the Member will engage in no College-related responsibilities and the Member may not be present on campus without receiving prior approval from the Head of Campus Security.

The summary suspension with pay is not grievable.

## **17.6 Disciplinary Suspension Without Pay**

A Division Leader may meet with the Member and issue a Notice of Disciplinary Suspension Without Pay if

- he/she determines that a Member's misconduct is a recurrence of the same or similar past misconduct for which a Formal Reprimand exists in the Member's personnel file (and only if this Formal Reprimand specifies Disciplinary Suspension Without Pay as a possible outcome for further misconduct), or
- if he/she determines that a disciplinary response more serious than an Informal or Formal Reprimand is warranted.

The President of the Association (or designate) must be present at this meeting. This suspension without pay may be for a period of up to 30 calendar days.

The notice of this suspension will identify

- the evidence of misconduct that gave rise to the suspension, and
- the duration of the suspension, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action and timelines, if required, and
- the consequences for any future instance of this or similar misconduct; in particular, the possibility of Dismissal must be specified, and
- any conditions of the suspension (such as restricted off-campus access to email)

The period of Disciplinary Suspension will commence on the day the Notice of Disciplinary Suspension Without Pay is hand-delivered to the Member.

If the Member grieves this Suspension and if the Suspension is for fewer than five calendar days, then the Member will be suspended and the Member's pay for the days of suspension will be withheld pending the outcome of the Grievance.

If the Member grieves this Suspension and if the Suspension is for five or more calendar days, then the Member will be suspended and the Member's pay for the

days of suspension will not be withheld until and unless a Grievance Panel upholds the decision to suspend.

During the suspension (and even if the Member grieves the suspension), the Member will engage in no College-related responsibilities and the Member may not be present on campus without receiving prior approval from the Head of Campus Security.

At the expiration of the suspension, the Member will return to regular duties.

#### **17.7 Dismissal with Cause of a Non-Continuous Member**

A Division Leader may meet with a Non-Continuous Member and issue him/her a Notice of Dismissal With Cause if the Division Leader determines that the Member has engaged in

- a recurrence of the same or similar past misconduct for which a Notice of Formal Reprimand or Notice of Disciplinary Suspension Without Pay exists in the Member's personnel file (and only if this Notice specifies Dismissal with Cause as a possible outcome for further misconduct), or
- misconduct (or alleged misconduct) that triggered a Summary Suspension with Pay and that the Division Leader has subsequently determined to warrant dismissal, or
- misconduct that warrants immediate dismissal

The Notice of Dismissal with Cause will identify the reasons for the dismissal and the evidence on which the reasons are based.

The President of the Association (or designate) must be present at the meeting at which the Member is given the Notice of Dismissal with Cause.

The dismissal will commence on the day the Notice of Dismissal with Cause is hand-delivered to the Member.

#### **17.8 Dismissal with Cause of a Continuous Member**

A Division Leader may meet with a Continuous Member and issue him/her a Notice of Dismissal with Cause if the Division Leader determines that the member has engaged in

- a recurrence of the same or similar past misconduct for which a Notice of Disciplinary Suspension Without Pay or, in unusual circumstances, a Notice of Formal Reprimand exists in the Member's personnel file (and only if this Notice specifies Dismissal with Cause as a possible outcome for further misconduct), or
- misconduct (or alleged misconduct) that triggered a Summary Suspension with Pay and that the Division Leader has subsequently determined to warrant dismissal, or
- misconduct that warrants immediate dismissal, or
- unsuccessful attempts to remediate any failure to meet the professional expectations for Faculty at Red Deer College as stipulated in the Faculty Performance Evaluation Policy.

The Notice of Dismissal with Cause will identify the reasons for the dismissal and the evidence on which the reasons are based. It will also specify the Member's right to appeal the Notice.

The President of the Association (or designate) must be present at the meeting at which the Member is given the Notice of Dismissal with Cause.

Upon receiving the Notice of Dismissal with Cause, the Member will be immediately suspended with pay. At some time within the next fifteen working days, the member must either

- inform the Division Leader in writing that he/she has chosen to accept the Notice of Dismissal with Cause, in which case the dismissal will take place immediately, **or**
- inform the Division Leader in writing that he/she has chosen to appeal the Notice of Dismissal with Cause. In this case, the Member will remain suspended with pay until the Chief Academic Officer informs the Member in writing of the decision reached in line with the provisions specified in 17.8.g below.

If the Member does not inform the Division Leader of his/her choice between these two options within the fifteen working days, he/she will then be dismissed on the fifteenth day.

If the Division Leader determines that student/staff safety or campus security may be compromised by the suspended Member's presence on campus, the Division Leader may bar the suspended Member from campus unless the Member receives prior approval from the Head of Campus Security. Any such barring from campus without prior approval will continue to be in force even if the Member subsequently appeals the Notice of Dismissal with Cause.

If a Member who has received a Notice of Dismissal with Cause informs the Division Leader within fifteen working days of his/her decision to appeal this Notice, the following process will apply:

- (a) The Division Leader will, within two working days of receiving the Appeal, inform in writing the Chief Academic Officer and the President of the Association (or designate) that a Member is appealing a Notice of Dismissal with Cause.
- (b) Within three working days of receiving notice of an intention to appeal a Notice of Dismissal with Cause, the President of the Association (or designate) and the Chief Academic Officer will appoint by mutual agreement a Continuous Member to serve as non-voting Chair of the Dismissal Hearing Committee (DHC). If these two cannot reach mutual agreement within three working days, the Chief Academic Officer will then select a Chair from a list of three names provided by the President of the Association (or designate), this list to be provided within no more than four working days from receipt of the Appeal. The Chief Academic Officer will select the Chair within 24 hours of receiving the list.

- (c) Within five working days of receiving notice of an intention to appeal a Notice of Dismissal with Cause, the Chief Academic Officer and the President of the Association (or designate) will name their three members of the DHC.
- (d) The Chair will convene the DHC at the earliest possible time and no later than five working days after the membership of the DHC is finalized. The procedures to be followed by the DHC are outlined in Appendix D. This process will ensure that the Member is given a thorough and fair hearing, with the opportunity for representation by legal counsel.
- (e) After the hearing, the DHC will confer *in camera* in order to determine whether or not, in its judgment, the Appeal should be supported.
- (f) If the DHC reaches a majority decision to support or not support the Appeal, it will communicate this in writing to the respondent, the Chief Academic Officer, and the President of the Association (or designate). This report will include a summary of the rationale on which the majority decision was based.
- (g) If the DHC does not reach a majority decision to support or not support the Appeal because of a tie vote, the DHC will communicate this outcome in writing to the respondent, the Chief Academic Officer, and the President of the Association (or designate). A tie vote indicates neither support nor non-support for the Appeal.
- (h) Normally, the DHC will communicate its findings as outlined in (f) or (g) above within 30 calendar days of the receipt of the Appeal, except where both FARDC and the College agree to an extension.
- (i) The Chief Academic Officer will make a final and non-grievable decision on whether or not to dismiss the respondent, or whether to impose an alternative disciplinary action. The Chief Academic Officer will convey this decision in writing to the respondent and the President of the Association (or designate). If the Member is dismissed, the dismissal will take effect on the day that the Chief Academic Officer presents his/her decision to the Member and the President of the Association (or designate).

## **ARTICLE 18 DISPUTE AND GRIEVANCE PROCEDURE**

**18.1** In the event that a dispute arises between the College and the Association or between the College 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.

**18.2** The following procedure applies to disputes between the College and the Association:

Step 1 The Association President shall act on behalf of the Association and the College President shall act on behalf of the College. 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 sixty calendar days of the act causing the grievance. The respondent shall make known his/her decision to the grievor within fourteen calendar days of receipt of the grievance. Failure to reply within fourteen 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 seven calendar days of receipt of the reply. If the grievor fails to pursue such action within these seven days, the grievance will be terminated and may not be re-initiated.

**18.3** The following procedure applies to disputes between a Member or Members and the College:

- 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 Association President and the College President shall seek to resolve the dispute through discussion. If the dispute is resolved to the satisfaction of the Association President and the College 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 Association President and the College President, then it becomes a grievance between the Association and the College, and Steps 2 to 3 outlined in 18.2 shall apply.

- 18.4**
- (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 calendar 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 calendar days of the appointment of the second of them, appoint a third person who shall act as the Chairperson.
  - (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 Chairperson 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) As an alternative to (a) and (b) above, and if the two parties agree, the Arbitration Board may consist of a single person (the Chairperson) selected by mutual agreement of the two parties. If the two parties cannot agree on a Chairperson within sixty calendar days of the mutual decision to have a single-member Board, then either party may request that Alberta Human Resources and Employment use the Arbitration Roster process to appoint a Chairperson.
- (d) 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 Chairperson must inform the two parties of the Board's decision within forty-five calendar days of the hearing, and the final written report must be sent to the two parties within ninety calendar days of the hearing. The decision of a majority is the Award of the Arbitration Board but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the Award of the Board.
- (e) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the Chairperson.
- (f) The Arbitration Board, by its decision, shall not alter, amend or change in any way the terms of the Collective Agreement.

## **ARTICLE 19 CONTINUOUS PART-TIME MEMBERS**

### **19.1 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 College on a Part-Time basis and thereby have the status of a Continuous Part-Time Member.

### **19.2 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.

### **19.3 Application Procedure**

A Continuous Member who wishes to be employed by the College in any particular Term on a Part-Time basis shall apply in writing to the Division Leader not less than 180 calendar days prior to the date of commencement of the relevant Term (in this Article 19 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.

#### **19.4 Approval or Non-Approval**

The Division Leader shall notify the Continuous Member not less than 60 calendar 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.

#### **19.5 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 19.3 above.

#### **19.6 Expiration of Continuous Part-Time Status**

Upon the expiration of the Term or time period approved by the Division Leader 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.

#### **19.7 Reassignment**

Upon the expiration of the Continuous Part-Time status, if for any of the reasons listed in Article 9.1 (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 9 (Reassignment) as if he or she had not had the status of Continuous Part-Time.

#### **19.8 Continuous Member's Election**

- (a) In the event that the provisions of Article 19.7 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 19.3 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 19.7 and 9 (Reassignment).

- (b) In the event that:
  - (i) the Continuous Member remains as a Continuous Part-Time Member as contemplated in 19.8(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 9 (Reassignment); however, the notice provisions of Article 9.4 (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.

### **19.9 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 10.7(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 8.5 (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 19.4, the percentage of full workload will be increased accordingly and the salary paid will be adjusted accordingly.

### **19.10 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 12 (Benefits). The College'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 insured under Article 11.7 (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 11 (a) through (f) (Life Insurance, Disability Insurance etc.) inclusive. The College'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.

#### **19.11 Vacations**

The Continuous Part-Time Member shall be entitled to vacations and holidays as contemplated in Article 12 (Vacations) however payment of salary shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working.

#### **19.12 Leaves of Absence**

- (a) The Continuous Part-Time Member shall be entitled to the leave benefits contemplated in Article 13 (Leaves) excepting out the leave contemplated in Article 13.7 (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.

#### **19.13 Professional Development**

- (a) For the purpose of clarity, the calculation of the College's contribution to the Professional Development Committee as provided for in Article 14.1 (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.

#### **19.14 Tuition Free Classes**

A Continuous Part-Time Member shall be entitled to the full benefits contemplated in Article 15 (Tuition Free Classes).

#### **19.15 Sessional Ratio**

In the calculation of the ratio specified in Article 7.1 (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 1. The Board will submit the name of its Arbitration Officer and the Association will submit the name of its Arbitration Officer by April 1. If either party fails to make its appointment by April 1, then the other party may apply to a Justice of the Court of Queen's Bench of Alberta to make the appointment.
    - 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.

## **APPENDIX B – CONTINUOUS APPOINTMENT APPEAL PROCESS**

### DEFINITIONS:

Continuous Appointment Appeal Committee: will be composed of two senior academic administrators appointed by the President and two Continuous 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 Chief Academic Officer of Red Deer College.

### PROCEDURES:

1. To initiate action, the Appellant shall submit a written Request for Appeal to the President 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 President 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 Chief Academic Officer'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 recommend to the President that the denial of the Appellant's Continuous Appointment be upheld.
  - (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.
  - (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 College President. 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.
6. After making the decision, the College President 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 15 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 calendar 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: October 31, 2006



## **APPENDIX “D” - DISMISSAL HEARING COMMITTEE PROCEDURAL PRINCIPLES**

With respect to the proceedings of the Dismissal Hearing Committee constituted under the FARDC/Board Collective Agreement, it is hereby agreed between the parties that the following principles will be adhered to:

1. The Dismissal Hearing Committee is constituted under Article 17 of the FARDC/College Collective Agreement, and its makeup is established in the “Definitions” section of the Agreement.
2. The Committee’s authority to make recommendations and the authority of the College to act or not act upon those recommendations is set out in Article 17.8(e) through (g).
3. Under Article 17.8 (d) and (h), timelines are stipulated for the hearing date and for the forwarding of a recommendation to the Chief Academic Officer.
4. Reasonable adjournments of the hearing may be granted by the Committee as long as those adjournments are not expected to interfere with the Committee’s communicating their support or non-support of the Appeal to the Chief Academic Officer within thirty calendar days of receipt of the Appeal as set out in Article 17.8 (h). Reasonable adjournments beyond the thirty calendar days specified in Article 17.8 (h) may be made only by agreement between FARDC and the College.
5. The hearing shall be limited to the Faculty Member’s Appeal of a specific Notice of Dismissal With Cause and the grounds contained therein.
6. The Committee Chair will provide the other Committee members with a copy of the Notice of Dismissal With Cause as well as the Appellant’s Letter of Appeal.
7. The intent is to conduct a fair and transparent hearing with the opportunity for all affected parties to be present.
8. In all the work of the Committee, principles of fair play shall apply, and members of the Committee shall approach the hearing with open minds, a willingness to consider all the evidence, and an ability to be persuaded.
9. The Committee must conduct a review of the grounds and hear the defense of the member.
10. The hearing will be limited to members of the committee and committee support persons, the faculty member and his/her declared support person(s), relevant members of Administration and their declared support person(s) and those directly involved in providing evidence.
11. The Faculty Member in presenting his/her Appeal may do so with the assistance of legal counsel.
12. The College in presenting its case may do so with the assistance of legal counsel.
13. The parties jointly may submit an Agreed Statement of Facts.
14. The Dismissal Hearing Committee, in conducting the hearing, may do so with the assistance of legal counsel, to advise on issues of process and fairness.
15. The Committee may wish to have a recording secretary in attendance to make a summary or written record.
16. Committee members may take notes which will be considered transitory documents under FOIPP legislation and shall be disposed of at the conclusion of the proceedings.
17. Opening and closing statements by legal counsel or either party will be allowed.
18. Witnesses may be called by either party, and these witnesses may be questioned by the parties, the Committee members, or legal counsel.
19. Parties shall endeavor to provide lists of witnesses to the other party and the Chair in advance of the hearing.
20. During the hearing, Committee members may ask questions of either party and of any witness.

21. The Committee may choose to have witnesses take an oath.
22. The proceedings of the hearing shall be under the direction of the Committee Chair and the Committee. The acceptance and consideration of evidence will be ruled on by the Committee.
23. After hearing the evidence, the Committee will attempt to reach a majority decision to support or not support the Appeal as per Articles 17.8 (e) and (f).
24. The Committee shall give written reasons for any recommendation it makes and shall issue this recommendation to the Chief Academic Officer and the Appellant.
25. The Chair of the Dismissal Hearing Committee, as indicated in the "Definitions" section of the Collective Agreement, is non-voting with respect to the recommendation to support or not support the Notice of Dismissal With Cause, even in the case of a tie vote. However, the Chair has a tie-breaking vote with respect to issues of process.
26. During the deliberations of the Dismissal Hearing Committee, the Chair may not advance arguments or opinions on the merits of the Appeal, but may make such comments and questions as he or she deems fit in order to manage the process and ensure a full and fair discussion of the issues and facts.
27. In the event of a tie vote with respect to support or non-support of the Notice of Dismissal With Cause, the Committee will communicate to the Chief Academic Officer that it is unable to make a recommendation.
28. As per Articles 17.8 (f) and (g), when either a recommendation or a letter indicating that the Committee cannot make a recommendation has gone forward to the Chief Academic Officer, the Committee will be deemed to have concluded its work.
29. If a written record is kept as per point 15 (above), one copy shall be provided to the President of FARDC and another copy shall be kept on file in Human Resources.

## **APPENDIX “E” - GUIDELINES FOR GRANTING THE 4.5% EDUCATION INCREMENT**

- NOTE:** This document is intended to provide examples of credentials that have been approved pursuant to Article 10.3 of the FARDC Collective Agreement. It is not directive in nature. Applications containing any of the credentials listed below are **NOT** automatically assured of receiving the 4.5% education increment. Each application is still considered on its own merits in order to assess:
- **the relevancy to the Instructor’s primary area of instruction**
  - **verification the course of study resulted in a completed credential**
  - **verification the credential is supplementary to and not subsumed into the academic credentials reflected in the Instructor’s current grade placement**

Credentials that have been approved in the past include:

- Designation as a C.A., C.M.A., or C.G.A.
- A second Journeyperson’s certificate
- A post-baccalaureate teaching certificate
- One year of articling post LLB
- Distance Education Certificate for a Pharmacy Technician Instructor
- Gerontological Nursing Program Certificate for a Nursing Instructor
- Bachelor of Theology for a Welding Instructor, following attainment of Journeyperson credentials
- One year Teaching Certificate (pre-baccalaureate) for a Communications Instructor
- Masters of Applied Information Technology for a Computer Systems Technology Instructor
- Business Diploma for a Carpentry Instructor (x2)
- Bachelor of Science for a Welding Instructor
- RN Diploma for a Unit Clerk Instructor
- Law Clerk Diploma for a Legal Assistant Instructor
- Master of Science for an Applied Science Instructor
- Bachelor of Education for a Math Instructor in the Career and Academic Preparation Program
- Certificate in University and College Administration
- Early Childhood Diploma
- Diploma in Restaurant and Hotel Administration for a Hospitality and Tourism Instructor
- Electronics Technology Diploma for an Electrical Instructor
- Coaching Certificate (National Coaching Institute (NCI)) Level IV
- Accounting Certificate for a Hospitality and Tourism Instructor
- Bachelor of Education for a Computer Systems Technology Instructor
- Chartered Psychologist Designation (CPsychol)
- Family Therapy Program Certificate

**LETTER OF UNDERSTANDING**

**Between  
Faculty Association and the College  
Re: Compensation and Workload Re-opener**

The undersigned parties agree that on or before January 15, 2009, both parties' Negotiations teams will commence negotiations on:

- Whatever aspects of compensation that either side wishes to see modified, and
- Recognizing the fifteen (15) different Trades and Apprenticeship programs in the workload norm chart in Article 8.2.2.

All negotiated changes will take effect on July 1, 2009.

If no agreement is reached by March 1, 2009, then the provisions of Item 3 in Appendix A will take effect.

*Original signed by:*

Pauline J. Brandes  
Chair, College Negotiations Committee

Jim Scott  
Chair, FARDC Negotiations Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**Between  
Faculty Association and the College  
Re: Article 10.1 and Step 0**

The undersigned parties agree that on July 1, 2008, all Members who had been in Step 1 of Grades A, B, or C of the Full-time Salary grid on June 30, 2008 will be assigned to a provisional Step 0, and will move up to Step 1 as per the provisions for step advance in Article 10.7. The amount of Step 0 will be as follows:

Grade A	\$62,545
Grade B	\$59,146
Grade C	\$55,995

*Original signed by:*

Pauline J. Brandes  
Chair, College Negotiations Committee

Jim Scott  
Chair, FARDC Negotiations Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**Between  
Faculty Association and the College  
Re: Consideration of a Single Line Salary Grid**

The undersigned parties agree that the Faculty Association and the College will each appoint three (3) members to sit on a Task Group for the purpose of discussing the value and viability of moving to a single line salary grid.

By April 1, 2008 the Faculty Association and the College will exchange the names of their respective Task Group nominees.

The work of the Task Group will include but is not limited to:

- Research on the merits and costs of moving to a single line salary grid
  - With separate consideration of the impact of proceeding on either a full or phased-in basis
- Preparation of a sample single line salary grid using July 1, 2008 salaries
- Documentation of transition and implementation issues

By October 1, 2008, they will report on their findings, and if they were able to achieve consensus, will also forward a recommendation to their respective negotiating teams.

If the recommendation is supported by each individual negotiating team and mutually agreed upon by both negotiating teams, a ratification process for both parties will apply, understanding that implementation on either a phased-in or full basis would occur effective July 1, 2009.

If the recommendation is not supported by either individual negotiating team:

- The Task Group may be asked to continue their work to address specific questions or issues, or
- The work of the Task Group will be considered to have been concluded.

*Original signed by:*

Pauline J. Brandes  
Chair, College Negotiations Committee

Jim Scott  
Chair, FARDC Negotiations Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**Between  
Faculty Association of Red Deer College  
And  
Red Deer College**

**RE: Articulation Agreement with Hunting Hills High School**

This letter of understanding confirms that for the 2008/09 academic year, the Faculty Association of Red Deer College and Red Deer College agree to the following terms related to the teaching of BADM 132 at Hunting Hills High School:

1. Article 10 Salaries of the FARDC Collective Agreement does not apply because RDC will not be paying the part-time salary normally paid to an instructor. The instructor will be teaching this course as part of his/her normal teaching workload at the Hunting Hills High School, and will be receiving his/her normal salary.
2. Because the marketing course is integrated into the larger course, the RDPSPD's and ATA's policies relating to teacher rights and responsibilities will apply.
3. The instructor will be designated a member of the Faculty Association of Red Deer College (FARDC).
  - a. The College will pay normal part-time FARDC professional dues.
  - b. The instructor will be entitled to professional development monies, from RDC, prorated to a 45 hour single term course. The College will contribute to the faculty PD fund 5% of the salary that would normally be paid to an equivalently qualified RDC part-time instructor.
  - c. The instructor will adhere to the Faculty Performance Evaluation Policy, which includes meeting with the chair, as necessary, administration of the student feedback instrument (SFI), peer and chair observations, and completion of a self-reflective summary of teaching.

This Letter of Understanding shall be in effect for the 2008/2009 academic year, terminating June 30, 2009.

*Original signed by:*

Pauline J. Brandes  
Associate Vice President Human Resources  
and Leadership Development

Peter Slade  
President FARDC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **LETTER OF UNDERSTANDING**

**Between  
Faculty Association of Red Deer College  
And  
Red Deer College**

### **Re: APPENDIX B – CONTINUOUS APPOINTMENT APPEAL PROCESS**

IT IS HEREBY AGREED between the parties that for the period July 1, 2008 to June 30, 2010, Appendix B: Continuous Appointment Appeal Process will be amended as follows:

#### **DEFINITIONS:**

Continuous Appointment Appeal Committee: will be composed of two senior academic administrators appointed by the President and two Continuous 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 Chief Academic Officer of Red Deer College.

#### **PROCEDURES:**

1. To initiate action, the Appellant shall submit a written Request for Appeal to the President 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 President 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 Chief Academic Officer'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 recommend to the President that the denial of the Appellant's Continuous Appointment be upheld.
  - (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.
- (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 College President. 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.
6. After making the decision, the College President 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.

*Original signed by*

Pauline J. Brandes  
Associate Vice President, Human Resources  
and Leadership Development

Peter Slade  
President, FARDC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date