

## TABLE OF CONTENTS

2009 - 2012

ARTICLE 1.0	DEFINITIONS
ARTICLE 2.0	GENERAL CONDITIONS OF THE AGREEMENT
	2.1 Application of the Agreement
	2.2 Duration of the Agreement
	2.3 Limitations of the Agreement
	2.4 Application of Articles
ARTICLE 3.0	ACADEMIC STAFF ASSOCIATION RECOGNITION
ARTICLE 4.0	PROCEDURES FOR COLLECTIVE BARGAINING
ARTICLE 5.0	ACADEMIC STAFF APPOINTMENTS
	5.1 Guiding Principles
	5.2 Procedures for Academic Staff Appointments
	5.3 Probationary Status
	5.4 Eligibility for Tenure
	5.5 Appointment of Chairpersons
	5.6 Salary and Benefits for Members Holding Sessional and Annual Appointments
ARTICLE 6.0	CONDITIONS AND PROCEDURES GOVERNING RESIGNATION AND TERMINATION
	6.1 General Conditions
	6.2 Normal Effective Date
	6.3 Early Resignation
	6.4 Late Notice of Resignation
	6.5 Severance Payment for Members Holding Full-time Sessional or Annual Appointments
	6.6 Academic Staff Reduction Procedures
ARTICLE 7.0	CONDITIONS AND PROCEDURES GOVERNING REASSIGNMENT OF DUTIES FOR MEMBERS HOLDING ANNUAL, CONTINUING OR TENURED APPOINTMENTS
	7.1 General Conditions
	7.2 Procedures for Reassignment

## ARTICLE 8.0 CONDITIONS GOVERNING SALARY ENTITLEMENTS

- 8.1 Procedures in Calculating Salary Entitlement
- 8.2 Criteria for Determining Years of University Education or Equivalent at Initial Appointment
- 8.3 Criteria for Evaluating Relevant Professional Experience for Determining Increments at Initial Appointment
- 8.4 Procedures for Establishing Initial Salary Entitlement
- 8.5 Provisions for Adjusting Salary Entitlement
- 8.6 Administrative Stipends
- 8.7 Salary Schedule
- 8.8 Salary Disbursements
- 8.9 Administration of Payroll Deductions
- 8.10 Stipend for Off-Campus Instruction
- 8.11 Stipend for Self-Study Instruction
- 8.12 Stipend for Challenge Exams

## ARTICLE 9.0 DETERMINATION OF ACADEMIC RESPONSIBILITIES INCLUDING TEACHING OR EQUIVALENT WORKLOADS

- 9.1 Guiding Principles
- 9.2 Operational Procedures

## ARTICLE 10.0 SUPPLEMENTARY BENEFITS

- 10.1 Application of Schedule
- 10.2 Holiday and Vacation Period
- 10.3 Conditions and Procedures Governing Sick Leave
- 10.4 Conditions and Procedures Governing Leave for Personal Reasons
- 10.5 Pension Plans
- 10.6 Retirement Incentive
- 10.7 Group Life and Long-Term Disability Insurance
- 10.8 Alberta Health Care Insurance
- 10.9 Extended Health and Dental Insurance
- 10.10 Death in Service Benefit
- 10.11 Workers' Compensation Board Benefits
- 10.12 Maternity Leave
- 10.13 Paternity Leave
- 10.14 Relocation Allowance
- 10.15 Travel and Subsistence Allowance
- 10.16 Waiver of Tuition
- 10.17 Individualized Professional Enhancement
- 10.18 Four for Five Leave Plan
- 10.19 Physical Activities Centre

ARTICLE 11.0 TENURE FOR MEMBERS OF THE ACADEMIC STAFF

- 11.1 Definition of Tenure
- 11.2 The Award of Tenure
- 11.3 Tenure Committee Membership
- 11.4 College-Wide Standards for the Awarding of Tenure
- 11.5 Minimum Academic Qualifications Required by Departments for the Granting of Tenure
- 11.6 Recommendation to the Board of Governors
- 11.7 Termination of Appointment for Tenured Members

ARTICLE 12.0 PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

ARTICLE 13.0 PROFESSIONAL LEAVE WITHOUT FINANCIAL ASSISTANCE

ARTICLE 14.0 CONDITIONS AND PROCEDURES GOVERNING SUSPENSION OF ANY MEMBER

- 14.1 Conditions
- 14.2 Procedures

ARTICLE 15.0 CONDITIONS AND PROCEDURES GOVERNING DISMISSAL OF ANY MEMBER

- 15.1 Conditions
- 15.2 Procedures
- 15.3 Provision for Payment of Salary and Severance Allowance at Dismissal

ARTICLE 16.0 GRIEVANCE PROCEDURES

- 16.1 Definition of Dispute, Disagreement or Grievance
- 16.2 Resolution of Grievance
- 16.3 Policy Grievance
- 16.4 Arbitration Procedures
- 16.5 Reassignment Grievance

ARTICLE 17.0 COPYRIGHT

- 17.1 Definitions
- 17.2 Provisions of Copyright

ARTICLE 18.0 PARTICIPATORY GOVERNANCE

ARTICLE 19.0 BINDING EFFECT OF THE AGREEMENT

APPENDIX I	PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE - PROCEDURES
APPENDIX II	TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS HOLDING TEMPORARY APPOINTMENTS
APPENDIX III	RETIREMENT INCENTIVE - PROCEDURES
APPENDIX IV	TERMS OF REFERENCE - INDIVIDUALIZED PROFESSIONAL ENHANCEMENT FUND
APPENDIX V	FOUR FOR FIVE LEAVE PLAN - PROCEDURES
APPENDIX VI	FACULTY EVALUATIONS -PROCEDURES
INDEX	

**THIS AGREEMENT**

**between**

**THE BOARD OF GOVERNORS**

**of GRANDE PRAIRIE REGIONAL COLLEGE**

**of the first part**

**and**

**THE GRANDE PRAIRIE REGIONAL COLLEGE**

**ACADEMIC STAFF ASSOCIATION**

**of the second part**

**WHEREAS**, the Post-Secondary Learning Act requires the parties hereto to enter into negotiations to conclude an Agreement respecting terms and conditions of employment and associated matters relating to Academic Staff Members.

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that in consideration of the premises and of the covenants and agreements herein contained the parties agree as follows:

## ARTICLE 1.0 DEFINITIONS

- 1.1 In this Agreement:
- 1.1.1 **Academic Council** or **Council** means the Academic Council of the College established pursuant to the provisions of the Post Secondary Learning Act.
- 1.1.2 **Academic Service Appointment** means the designation of any Member to an appointment which involves other than instructional or administrative responsibilities.
- 1.1.3 **Academic Staff Association** or **Association** means the official body representing the Academic Staff Members employed by the College.
- 1.1.4 **Academic Staff Member** or **Member** means an employee appointed to the Academic Staff by the Board, and shall include all instructional staff in all credit courses, librarians, counsellors, nurses and Chairpersons of Departments.
- 1.1.5 **Annual Appointment** means a twelve-month, term-certain appointment.
- 1.1.6 **Assignment** means the schedule of teaching, academic service, administrative responsibilities, or other equivalent responsibilities established with each Member.
- 1.1.7 **Board** means the Board of Governors or its administrative officers.
- 1.1.8 **College** means the Board of Governors of Grande Prairie Regional College or any person(s) acting on their behalf, as the context of the Agreement may require.
- 1.1.9 **College Year** or **Year** means the annual period beginning August 15 of any year and concluding on August 14 of the following year.
- 1.1.10 **Contact Hour** means a period of not less than fifty minutes and not more than sixty minutes spent by a Member in scheduled lecture, laboratory, seminar, or other group or individual instruction.
- 1.1.11 **Continuing Appointment** means an appointment which is continuous from year to year, and renewed annually unless terminated in accordance with the provisions of this Agreement.
- 1.1.12 **Day** means a calendar period of twenty-four hours, other than Saturdays, Sundays, or holidays.
- 1.1.13 **Dean**, means the administrative officer appointed by the College as the Administrative and Academic Officer of a Division.
- 1.1.14 **Degree** means a bachelor's, master's, or doctor's degree conferred by an accredited university.

- 1.1.15 **Dismissal** means the cancellation for cause of a Member's appointment by the College.
- 1.1.16 **Division** means, regardless of title, a collective of Departments and/or service units established by the College.
- 1.1.17 **Department Chairperson** means a Member appointed by the College as the Academic Administrative Officer of an instructional or service Department.
- 1.1.18 **Department, or Department Committee** means all full-time Members of a Department, together with such other Members who hold an assignment within the Department.
- 1.1.19 **Departmental Faculty Evaluation Committee** means a Committee made up of the Department Chairperson, who shall Chair the committee, two tenured members and one alternate (tenured) member elected by the Department for a one year term. If there are fewer than three tenured members in a Department, Academic Council shall appoint tenured members to complete the Committee. If there are no tenured members in the Department, the Department shall elect a non-tenured Department Member to serve on the Committee, in addition to the two tenured members appointed by Academic Council. When the Department Chairperson is being evaluated a tenured member of the Department, elected by the Department, shall Chair the Committee.
- 1.1.20 **Initial Appointment** means a first appointment to the Academic Staff.
- 1.1.21 **Job Sharing** means the sharing of most or all duties and responsibilities of an appointment by two Members.
- 1.1.22 **Job Splitting** means that the duties and responsibilities of one position are divided into two assignments, which subsequently are the responsibilities of two Members.
- 1.1.23 **Part-time Appointment** means an appointment in which the total workload shall normally be less than a normal workload as determined herein.
- 1.1.24 **Permanent Position** means a position created to fulfil the academic programs and/or services that are base-funded and/or given final approval by the Department of Advanced Education and Technology.
- 1.1.25 **President** means the President of the College, or his/her designee.
- 1.1.26 **Reassignment** means a significant change in instructional duties set out in the current assignment of a Member or other specified responsibilities of a Member.

While it is not possible to contemplate all of the circumstances which might constitute a "significant change",

(a) the following examples would not be a "significant change":

- a change to contact hours within the range

- the addition or deletion of a lecture, lab, practicum or seminar of a course already in the workload, provided the number of contact hours remains within the range
- the addition of a lecture, lab, practicum or seminar of a different course than currently assigned, but familiar to the instructor, provided the number of contact hours remains within the range
- the time a lecture, lab, practicum or seminar is given
- the room in which a lecture, lab, practicum or seminar is given
- the delivery method for the lecture, lab, practicum or seminar, provided the instructor has used the method in the past or is familiar with it
- the addition of a lecture, lab, seminar, or practicum that the instructor has taught within the past two (2) academic years.

(b) the following examples would be a “significant change”:

- the addition of a lecture, lab, practicum or seminar in a course which the instructor has never taught before
- the addition of a lecture, lab, practicum or seminar in a course in a discipline different from the instructor’s discipline.

1.1.27 **Resignation** means the withdrawal from an appointment by a Member.

1.1.28 **Semester** means one-half of the academic session, being the period August 15 to December 31, or January 1 to May 15 in any College year.

1.1.29 **Sessional Appointment** means a full-time or part-time term-certain appointment normally covering one half or one academic session.

1.1.30 **Suspension** means a partial or total removal of a Member, by the President, from his/her position.

1.1.31 **Tenured Appointment** means an appointment without term.

1.1.32 **Termination** means the release of a Member by the College from an appointment.

1.1.33 **Temporary Position**

1.1.33.1 means a position created to meet academic and/or service requirements for term certain contracts or agreements entered into by the College with sponsoring agencies. Terms and conditions for these appointments are

contained in Appendix II.

1.1.33.2 means a position which is a combination of base funding (1.1.24), and soft funding (1.1.33.1).

1.1.34 **Vice-President** means the chief academic officer appointed by the College.

## **ARTICLE 2.0 GENERAL CONDITIONS OF THE AGREEMENT**

### 2.1 Application of the Agreement

2.1.1 This Agreement shall be applicable to all persons appointed to the Academic Staff by the College, pursuant to Chapter P-19.5 of The Post Secondary Learning Act.

### 2.2 Duration of the Agreement

2.2.1 This Agreement shall come into effect on August 15, 2009 and shall remain in effect until August 14, 2012 with reopening of the clauses specified below on the dates specified below:

- Article 8.7, 10.3, 10.7, 10.9-by November 15, 2010
- Article 8.7, 10.17-by November 15, 2011

2.2.2 In the event that notice to amend or to terminate is given, this Agreement shall remain in effect until an amendment or a new Agreement is made by the parties hereto.

### 2.3 Limitations of the Agreement

2.3.1 This Agreement shall be deemed to have been made in accordance with provisions of the Post Secondary Learning Act, and in the event of any conflict between the provisions of this Agreement and the said Act, the Act shall prevail.

### 2.4 Application of Articles

In the application of any Article of this Agreement involving any Member's employment, the College shall make provisions to ensure that all information used in the application of the Article is made available to the Member concerned upon request.

## **ARTICLE 3.0 ACADEMIC STAFF ASSOCIATION RECOGNITION**

3.1 The Board recognizes the Association as the exclusive bargaining agent for the terms and conditions of employment for the Academic Staff Members.

3.2 The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any employee for reason of membership or legitimate activity

in the Academic Staff Association.

- 3.3 The Association shall have the use of the internal postal system, meeting rooms on any campus, audio-visual service, and telephone service. Duplicating, computer time, long distance telephone calls and other such services will be charged back at cost.
- 3.4 The College agrees to print and provide, to the Association, without charge, a copy of the Collective Agreement for each Member. Any additional Academic Staff Association copies will be at the Academic Staff Association's expense, on a cost basis.

## **ARTICLE 4.0 PROCEDURES FOR COLLECTIVE BARGAINING**

- 4.1 Notice to amend, or to open negotiations on the Board/Association Collective Agreement, shall be given in writing by either party to the other not later than November 15 of the year preceding the date on which the Agreement is open for amendment.
- 4.2 The preliminary meeting of the two Committees shall be held on a mutually-acceptable date no later than December 1 of any year in which negotiations occur.
- 4.3 At the preliminary meeting, the committees shall:
  - 4.3.1 establish a schedule of meetings to carry out the negotiating process.
  - 4.3.2 present to each other a list of three mediators.
  - 4.3.3 present, to each other, the list of items upon which each party proposes to conduct negotiations, together with a statement of its initial position on each item.
  - 4.3.4 jointly select a secretary who shall record the pertinent information discussed and the matters agreed to at each meeting, if it is determined that a secretary is needed. Both parties to the agreement shall share the costs of the secretary equally.
- 4.4 Editorial changes to the existing Agreement shall be drafted by individuals agreeable to both committees.
- 4.5 The items agreed upon, including any editorial changes and the wording of the changes therein, shall be signed by the Chairperson of each committee and shall not be open to further negotiations upon being ratified by both parties.
- 4.6 In case a settlement cannot be reached by March 22, any items still in contention shall be subject to mediation.
- 4.7 Within five days following the last regular meeting, the committees shall meet to outline their respective positions on all outstanding items and to randomly select a nominee and an alternate from the combined list of mediators in 4.3.2.

The selected mediator will be jointly contracted by the two parties to initiate the mediation process. The cost shall be shared on equal basis. Mediation shall proceed as per Clauses 4.8, 4.9, and 4.10. If the parties fail to acquire mediation services by the above means, they will jointly request that Alberta Labour assist in assigning a mediator.

- 4.8 The Mediator shall meet with and hear the position of both parties as soon as possible, dependent upon the availability of the Mediator, after the meeting required in Clause 4.7, and attempt to effect a settlement agreeable to both parties on all items still in dispute.
- 4.9 If, after five days, the Mediator cannot bring the parties together in agreement on the items in dispute, he or she may, in his or her report, make a recommendation regarding a settlement of the outstanding items.
- 4.10 Mediation shall be deemed to have failed if:
  - a. either party does not accept the recommendation of the mediator or
  - b. fifteen days have elapsed and no mediator's report has been issued, unless such period is extended in writing by both parties.
- 4.11 If mediation has been deemed to have failed under Clause 4.10, then all items still in dispute shall be settled by binding arbitration according to the following procedures:
  - 4.11.1 Within fifteen days, the Association shall appoint one arbitrator and the Board shall appoint one arbitrator.
  - 4.11.2 Within an additional ten days the two arbitrators shall select a third arbitrator who shall act as Chairperson of the Arbitration Board.
  - 4.11.3 The Arbitration Board shall meet with and hear both parties and shall, within five days of the final meeting, hand down an award which shall be binding upon the Board and the Association.
  - 4.11.4 The Association shall be responsible for the payment of its arbitrator, the Board shall be responsible for the payment of its arbitrator, and both parties shall equally share the cost of the third arbitrator.
  - 4.11.5 If either party fails to appoint a Member to the Arbitration Board, as required by these procedures, the defaulting party has lost its case, and the party not in default shall be determined as having its position accepted, unless the non-defaulting party in its sole discretion determines otherwise.

## ARTICLE 5.0 ACADEMIC STAFF APPOINTMENTS

### 5.1 Guiding Principles

- 5.1.1 All Academic Staff shall become Members of the Academic Staff Association.
- 5.1.2 All Members shall have the right during their appointment to fair consideration for promotion and for increases in responsibility and salary.
- 5.1.3 All Members shall be evaluated during the term of their appointment in accordance with Appendix VI.
- 5.1.4 All Members shall enjoy reasonable access to all College facilities.
- 5.1.5 All Members shall enjoy opportunity for academic freedom generally, and specifically in areas of research, publishing the results thereof and freedom from institutional censorship.
- 5.1.6 No person shall be discriminated against because of sexual orientation.

### 5.2 Procedures for Academic Staff Appointments

- 5.2.1 If a position becomes available in a department, the department Chairperson shall, after consultation and agreement with the Vice-President or designate, inform the Director of Human Resources of
  - a) the category of the position, whether it be full-time or part-time.
  - b) the effective date and length of the position.
  - c) the minimum academic qualifications required.
- 5.2.2 The appointment of any Member to the Academic Staff shall be recommended to the Vice-President by the appropriate Dean following nomination by a selection committee established by the Department. The Department Chair will serve as a member of the selection committee. A representative from Human Resources will serve on all faculty selection committees.
- 5.2.3 The recommendation of the committee (cf 5.2.1 and 5.2.2) shall include:
  - a) the category of the appointment, whether it be full-time or part-time;
  - b) the effective date, length and term of the appointment whether it be continuing, annual, or sessional for one or two semesters, or other term;
  - c) the placement as to salary level and the experience increments recommended.
- 5.2.4 The confirmation of the appointment of any Member of the Academic Staff shall be given in writing by the President or designee, setting out at least the following:

- 5.2.4.1 the category of appointment, whether it be full-time or part-time
  - 5.2.4.2 the effective date, length, and terms of the appointment
  - 5.2.4.3 the placement as to salary level, and the experience increments granted
  - 5.2.4.4 the salary entitlement of the appointment, on an annual and/or monthly basis
- 5.2.5 A copy of the confirmation of appointments shall be forwarded to the secretary of the Academic Staff Association.
- 5.2.6 Any Member who is appointed on a full-time sessional basis for an academic session and who is subsequently re-engaged on a full-time basis for the next ensuing academic session may be granted either a full-time sessional, full-time annual or continuing appointment effective from August 15 of the second year of appointment.
- 5.2.6.1 The ratio of full-time sessional faculty, including sabbatical replacements, to all annual, continuing and tenured faculty shall not be more than 12%.
- 5.2.7 In general, the College shall establish full-time appointments and incorporate part-time appointments into full-time appointments when possible. This shall not preclude the hiring of part-time employees when necessary.
- 5.2.7.1 The College may establish full and part-time temporary appointments for Members employed in conditionally (non-base) funded activities. Term and conditions for temporary appointments are set out in Appendix II of the Agreement.
- 5.2.8 Any Member who holds a full-time tenured or continuing appointment shall be eligible for a part-time tenured or continuing appointment
- a) for health reasons or,
  - b) for reasons relating to the application of Clause 6.6,
  - c) for job sharing, or job splitting, or for professional and/or personal reasons.
- 5.2.8.1 In the case of a request for c above, approval shall be granted following consultation with the Department(s) concerned, and approval by the President, provided this action will not result in the loss of a full-time permanent position within the Department(s).

5.2.8.2 In the event that the President approves a full-time Member's request for part-time continuing or tenured appointment under (c), the resulting part-time position shall be filled by a part-time annual, continuing or tenured appointment. If one part-time member leaves or is otherwise unable to perform his/her teaching duties during the academic session, the other part-time Member, when exceptional circumstances exist, may be required to assume full responsibilities for the balance of the semester.

5.2.9 The minimum workload for a part-time annual, continuing or tenured Member shall be 35 percent of the normal full-time workload for that Department.

5.2.10 A Member who holds a part-time annual, continuing or tenured appointment shall be required to participate in the Local Authorities Pension Plan where such appointment meets LAPP registration requirements as set out in the conditions of the LAPP.

### 5.3 Probationary Status

5.3.1 A Member shall serve a probationary period of three consecutive years prior to being eligible for tenure.

5.3.2 Normally Members shall receive a sessional appointment in the first year, an annual appointment in the second year, and a continuing appointment in the third year. Continuing appointments shall not be unreasonably withheld.

5.3.3 If, during the first six months of a Member's appointment, adequate reasons for termination can be demonstrated to the satisfaction of the College, in consultation with the Executive of the Academic Staff Association, then the Member's appointment may be terminated with two weeks' notice.

5.3.3.1 The Member shall be given an opportunity to discuss with the Vice-President the demonstrated reasons for termination prior to any action being taken under Clause 5.3.3.

5.3.4 The College may terminate a Member's continuing appointment by serving written notice to such effect not later than June 1 in any year, and such termination shall be effective on August 14 of the same year.

5.3.5 In addition, where the termination of a Member's continuing appointment is the result of position abolishment due to formal changes in programs or insufficient enrolment, the Member shall receive one year's notice or, in lieu of notice, a severance payment equal to three months' salary.

5.3.6 Where the termination of a Member's continuing appointment is the result of unsatisfactory performance, as identified through the Faculty Evaluation process, the Member shall not be entitled to receive severance.

## 5.4 Eligibility for Tenure

- 5.4.1 Any Member who holds a full-time continuing appointment and has qualified under Article 5.3.1 shall be eligible to apply for tenure.
- 5.4.2 Any Member initially appointed on a full-time sessional basis (no less than eight months) and subsequently appointed on a full-time annual or continuing basis or vice versa shall receive credit for the sessional appointment as one year of the probationary period required in Clause 5.3.1.
- 5.4.3 Part-time appointments do not lead to tenure.
- 5.4.4 Any Member who has been appointed on a part-time basis for the equivalent of one year on a full-time appointment, may receive credit for tenure purposes of one year, provided that
  - a) the Member was selected for the permanent position according to established policies and practice
  - b) evaluation results during employment have been satisfactory
  - c) all employment was in consecutive years.

## 5.5 Appointment of Chairpersons

- 5.5.1 The appointment of a Chairperson for an existing Department shall be recommended to the College by a Selection Committee comprised of the Vice-President as non-voting chair, the appropriate Dean, three tenured members nominated by the Department concerned, and one tenured Member external to the Department nominated by the Department. All nominations should take place at a Department meeting. If there are fewer than three (3) tenured Members in the Department, non-tenured Members may serve on this selection committee. If there are fewer than three Academic Members in a Department, the President or designee of the Academic Staff Association will serve on this committee.
- 5.5.2 The designation of a Member as a Chairperson shall be held as part of a full-time Academic Staff appointment in accordance with the general terms of reference established by the College.
- 5.5.3 When the term of office of a Chairperson expires, there shall be an open competition to fill the vacancy.
- 5.5.4 If the position of Chairperson becomes vacant during the term of office of a Chairperson, the Vice-President shall convene a meeting of the Department Committee as soon as is practical to select a new or an Acting Chairperson.
- 5.5.5 Except as specifically provided for in Appendix II, Clause D 1.1.2.2, the designation as a Chairperson shall be for a three-year term, subject to annual

review. The annual review during the third year of the Chairperson's term shall normally take place by March 1 of that year.

- 5.5.6 The confirmation of appointment of a Chairperson or Acting Chairperson shall be made by the President setting out the specific terms and conditions which shall apply to the appointment.
- 5.5.7 All terms and conditions in this Agreement, applicable to a Member holding an instructional or academic service appointment shall apply equally to a Chairperson with respect to the instructional or academic service portion of the full-time responsibilities of the Chairperson.
- 5.5.8 Each Department shall have the right, following the annual review, in accordance with Clause 5.5.5 and with a 2/3 vote of its membership, to recommend to the President, through the Vice-President, that the Member's appointment as Chairperson be terminated. Within 5 days the President will inform the Department Members and the Vice-President, in writing, of the decision made.
- 5.5.9 The President may of his/her own volition terminate a Member's appointment as Chairperson if he/she believes that good and sufficient reasons exist. He/she shall normally consult with the appropriate Vice-President respecting this decision. If the timing of the termination does not permit the Member to assume a full-time academic position as per Clause 5.5.10, he/she shall be deemed to hold a full-time position for the remainder of the academic year.
- 5.5.10 Except as specifically provided for in Appendix II, Clause D 1.1.2.2, a Chairperson upon vacating the chair shall assume a full-time academic position. This Clause shall not exclude the Chairperson from the application of Clause 6.6.

## 5.6 Salary and Benefits for Members Holding Sessional and Annual Appointments

- 5.6.1 Any Member appointed to the Academic Staff on a full-time sessional basis shall receive for the term of the appointment a pro-rated monthly salary entitlement based on the annual salary that would be earned on a full-time continuing appointment.
- 5.6.2 Except as otherwise provided, any Member appointed to the Academic Staff on a full-time sessional or annual basis shall be entitled during the term of the appointment to the same benefits conferred by this Agreement on Members holding full-time continuing appointments.
- 5.6.3 Any Member appointed to the Academic Staff on a full-time sessional or annual basis and who subsequently joins the Academic Staff on a full-time continuing basis shall receive full credit for this experience for purposes of tenure and other benefits.

5.6.4 Any member appointed to the Academic Staff on a part-time sessional or part-time temporary basis shall be entitled to a salary calculated in accordance with the following formula:

$$\frac{\text{Total course hour equivalent} \times \underline{\hspace{2cm}.75\hspace{2cm}} \times \text{annual salary}}{32 \times \text{max equivalent hrs.}}$$

This formula shall be implemented in accordance with the normal provisions of Articles 8.0 and 9.0 of this Agreement.

5.6.5 Any Member appointed to the Academic Staff as a substitute instructor shall be paid as follows:

5.6.5.1	1 - 3 years of experience	\$30.00/instructional hour
	4 - 6 years of experience	\$35.00/instructional hour
	7 or more years of experience	\$40.00/instructional hour

5.6.5.2 After ten consecutive substitute working days in the same assignment, a substitute instructor shall be paid according to the formula in 5.6.4.

## **ARTICLE 6.0      CONDITIONS AND PROCEDURES GOVERNING RESIGNATION AND TERMINATION**

### 6.1      General Conditions

6.1.1      The normal effective date applicable to the resignation from or termination of any continuing or tenured appointment shall be August 14 in any year.

6.1.2      A copy of the confirmation of resignations and terminations shall be forwarded to the secretary of the Academic Staff Association.

### 6.2      Normal Effective Date

6.2.1      Any Member holding a continuing or tenured appointment may resign the position by sending notice in writing to the President, not later than the first day of April in any year, and the resignation shall become effective on August 14<sup>th</sup> of that year.

### 6.3      Early Resignation

6.3.1      If a Member wishes to resign on an effective date other than August 14<sup>th</sup> in any year, the effective date and the conditions governing the resignation shall be subject to the approval of the College in consultation with the Executive of the Academic Staff Association. In lieu of vacation not taken, the Member shall be paid out any outstanding vacation days.

#### 6.4 Late Notice of Resignation

6.4.1 If a Member submits a resignation after the first day of April in any year, the effective date and the conditions governing the resignation shall be subject to the approval of the College and in consultation with the Executive of the Academic Staff Association.

#### 6.5 Severance Payment for Members Holding Full-time Sessional or Annual Appointments

6.5.1 When the full-time sessional or annual appointment to which the Member has been appointed ceases to exist and no other appropriate employment is available at the College, then a severance payment will be made according to the following schedule:

- a) after completing 40 months of full-time employment in consecutive years, the Member shall receive a severance payment equal to four months' salary;
- b) after completing 80 months of full-time employment in consecutive years, the Member shall receive a severance payment equal to seven months' salary.

#### 6.6 Academic Staff Reduction Procedures

6.6.1 When it becomes necessary to reduce staff, terminations shall occur on the basis of expertise required by the College. College Administration shall provide the Department with direction as to the areas of instruction or service needed to meet College operational requirements by April 1. Reductions and terminations shall be applied by asking Departmental members for volunteers willing to receive a separation package. After one week, the Department will forward the name(s) to College Administration. College Administration will consider these individuals first in reducing staff levels by April 15.

6.6.2 In the event of no acceptable applicants, a Department facing a reduction shall specify the expertise required for delivery of the Departmental complement for the coming year.

Expertise is defined as the qualifications and experience regarded as minimally necessary to deliver the departmental course complement. It shall be consistent with the tenure qualifications and criteria listed herein. In determination of any Member's expertise the following shall be among the criteria considered:

- a) appropriate degrees, diplomas and certificates;
- b) educational or related work experience;
- c) successful performance of the past work assignment;
- d) evidence of continued professional development;

- e) successful contribution to College affairs, such as committee work, administrative work, or program development;
- f) ability to serve specific client groups.

Where two or more Members meet the expertise requirements, reductions and terminations shall be applied in the following sequence:

- 1) Part-Time Sessional Appointments,
- 2) Full-Time Sessional Appointments,
- 3) Annual Appointments,
- 4) Continuing Appointments, and
- 5) Tenured Appointments.

Within each category, reductions and terminations shall be applied in order of seniority, starting with the least senior Member.

Seniority is defined as length of full-time equivalent employment as an Academic Staff Association Member with the College. Seniority shall accrue during approved Professional Leave but shall be relinquished upon resignation, termination, or dismissal unless the Member was re-employed by the College within 18 months of such action.

Members who have been credited, prior to August 15, 1999, with seniority for eligible College employment, in addition to service within the Academic Staff, will continue to have this employment included in seniority calculations.

6.6.3 In the event of a program curtailment, a Department shall review its priorities and assess the expertise of its faculty (as defined above) in relation to departmental program objectives. The Departmental analysis shall be reviewed and assessed in the context of College priorities and program objectives, by a committee composed of the following:

- 1) The Vice-President
- 2) The Divisional Dean
- 3) A Member of the Academic Staff Association appointed by the Chairperson of Academic Council
- 4) The Chairperson(s) of the relevant departments(s),
- 5) The President of the Academic Staff Association or his or her designee.

If the Vice-President and the Dean are the same individual, another Dean will be included in the Committee.

This Committee shall, by majority vote, identify faculty whose employment is to be reduced or eliminated before recommendation is made to the President.

Any Member whose appointment is terminated shall be entitled to the benefits as noted in 6.5.1 or 11.7. This notification shall be provided before May 1.

## **ARTICLE 7.0      CONDITIONS AND PROCEDURES GOVERNING REASSIGNMENT OF DUTIES FOR MEMBERS HOLDING ANNUAL, CONTINUING OR TENURED APPOINTMENTS**

### 7.1      General Conditions

- 7.1.1      No Member shall be reassigned from their current assignment except in accordance with the provisions herein.
- 7.1.2      In the process of reassignment of duties or responsibilities, consideration shall be given to the terms of a Member's initial and subsequent assignments and to the Member's professional advancement, consistent with expressed interest and appropriate qualifications.
- 7.1.3      Any reassignment of duties shall be made following consultation with the Member concerned, and except as hereinafter provided, with the consent of the Member, which shall not be unreasonably withheld.

### 7.2      Procedures for Reassignment

- 7.2.1      In the case of a reassignment of instructional duties within a Member's assignment, the College shall provide written notice to the Member setting out the proposed change(s) no fewer than fifteen days prior to the date on which such change(s) is to be effective.
- 7.2.2      In the case of a reassignment of administrative or equivalent duties for a Chairperson, the College shall provide notice in writing to the Member setting out the proposed changes no fewer than four days prior to the date on which such changes are to be effective.
- 7.2.3      With the mutual consent of the parties involved in the reassignment, and as set out in a memorandum signed by the parties, the notice provided for in either of Clauses 7.2.1 or 7.2.2 hereof may be reduced, or removed and the reassignment shall become effective on the date mutually agreed to.
- 7.2.4      In the event of a dispute involving any reassignment of duties, including the determination of whether a proposed change of duties is a reassignment within the meaning of this Article, such dispute shall be resolved in accordance with the procedures set out in Article 16.0 of this Agreement. The College's reassignment shall apply pending the results of this process.

## ARTICLE 8.0 CONDITIONS GOVERNING SALARY ENTITLEMENTS

### 8.1 Procedures in Calculating Salary Entitlement

8.1.1 Years of university education or equivalent, together with years of experience relevant to an Academic Staff appointment, shall determine the annual rate of salary entitlement of any Member (cf 8.3.6).

8.1.2 The calculation of salary placement at the initial appointment of any Member shall be based on transcripts of academic work and appropriate documentation of professional experience, submitted by the Member prior to appointment, in accordance with the criteria set out in Section 8.2 hereof.

### 8.2 Criteria for Determining Years of University Education or Equivalent at Initial Appointment.

Academic qualifications as specifically provided for on the following schedule shall determine the basic annual salary level for any Member.

Level 1 - Doctorate.

Level 2 - A master's degree and, in addition, a complete year on a doctoral program; or two masters degrees, providing each degree is applicable to the discipline in which instruction or equivalent service is given.

Level 3 - A master's degree.

Level 4 - A four-year bachelor's degree, plus one of the following:

- a) one year's academic qualifications towards a master's degree in the discipline in which instruction or equivalent service is given;
- b) a second bachelor's degree;
- c) an official professional or trade designation provided it is relevant to the discipline in which instruction or equivalent service is given (e.g. C.A., C.G.A., C.M.A., Journeyman Certificate, P.D.A.D.).

Level 5 - A four-year bachelor's degree; or

- an official professional, technology, or trade designation relevant to the discipline in which instructional or equivalent service is given (e.g. C.G.A., C.M.A., Power Engineering Certificate (Second Class Minimum); or
- a three-year bachelor's degree, plus a recognized professional diploma (e.g. P.D.A.D.)

Level 6 - Academic, professional or trade qualifications of less than those described for Level 5.

- 8.3 Criteria for Evaluating Relevant Professional Experience for Determining Increments at Initial Appointment:
- 8.3.1 Accredited school, college, or university service: one experience increment shall be granted for each year of relevant full-time school, college, or university teaching experience, or other equivalent service, to the maximum provided by this Agreement. University teaching as a graduate teaching assistant, or equivalent, or part-time school teaching, shall be counted in accordance with the extent to which such service may be equated with service required by the College in a similar appointment.
    - 8.3.1.1 For every year of relevant professional non-teaching experience one experience increment may be granted, up to a maximum of four increments.
  - 8.3.2 Where professional or trade experience is required as an integral part of a program leading to a designation acknowledged in 8.2 for Levels 4 or 5, experience increments shall only be granted for those years beyond minimum required to achieve the designation.
  - 8.3.3 Half of one experience increment shall be allowed up to the maximum provided for in this Agreement for each calendar year of other relevant experience.
  - 8.3.4 Relevant professional experience shall be calculated to the nearest half increment.
  - 8.3.5 Any Member at initial appointment to the Academic Staff shall be entitled to credit for previous experience to a maximum not exceeding seven increments.
  - 8.3.6 Notwithstanding the provisions of this Article, the College may, at its discretion, grant additional increments beyond the level normally credited to any Member at initial placement.
- 8.4 Procedures for Establishing Initial Salary Entitlement
- 8.4.1 Any applicant for a position on the Academic Staff shall furnish documentary evidence of professional qualifications claimed.
- 8.5 Provisions for Adjusting Salary Entitlement
- 8.5.1 Increments for professional experience on the College Academic Staff obtained subsequent to initial appointment shall be reviewed annually in accordance with Clause 8.3 hereof and any increment earned shall be granted effective from the fifteenth day of August in each College year.
  - 8.5.2 Any Member shall be entitled to an increase of one or more levels on the salary schedule upon completion of professional qualifications beyond the Member's

current placement.

- 8.5.3 Additional qualifications shall be evaluated in accordance with Clause 8.2 hereof.
- 8.5.4 Payment recognition of additional professional qualifications shall be effective from the date on which the Member completes such qualifications through an appropriate educational authority. Proof of qualifications in support of payment shall be filed by the Member within the College year in which the Member completes such qualifications.
- 8.5.5 The minimum documentation required pursuant to Clause 8.5.4 hereof shall be in the form of a letter from the appropriate university officer certifying that the Member has completed a specified academic program. The Member shall also subsequently file, with the College, a copy of the transcript of record from the university indicating the completion of additional qualifications.

## 8.6 Administrative Stipends

- 8.6.1 Any Member appointed by the College as a Chairperson to carry out administrative functions not normally associated with an instructional or equivalent position shall receive an annual positional allowance of \$4,200 in addition to the Member's normal salary entitlement.
- 8.6.2 Any Member who serves as a Chairperson shall normally have a minimum of one-third time release from his/her normal teaching workload. However, this can be adjusted beyond the minimum to reflect the following:
- size of Department budget: capital and operating;
  - numbers of faculty, full-and part-time;
  - degree of regionalism;
  - complexity of programmes;
  - normal teaching load in Department;
  - support staff available;
  - newness to position/of programmes;
  - other.

## 8.7 Salary Schedule

- 8.7.1 All Members shall have their August 15, 2009, to August 14, 2010, salary entitlements calculated according to the following salary grid:

August 15, 2009 to August 14, 2010

Increment	LEVEL					
	VI	V	IV	III	II	I
0	49522	53656	54764	58424	62904	67456
1	52510	56644	57823	61435	65911	70463
2	55502	59636	60884	64444	68923	73474
3	58495	62629	63947	67456	71932	76484
4	61487	65621	67004	70463	74940	79495
5	64480	68614	70066	73474	77949	82503
6	67472	71606	73125	76484	80964	85513
7	70464	74598	76182	79495	83975	88526
8	73457	77591	79242	82503	86984	91534
9	76449	80583	82307	85513	89993	94545
10	79442	83576	85368	88526	93002	97555
11	82434	86568	88427	91534	96011	100570
12	85427	89561	91485	94545	99024	103579
13	88419	92553	94545	97555	102032	106589

8.7.2 The salary negotiations for 2010-2011 will be based on the grid below:

Increment	LEVEL					
	VI	V	IV	III	II	I
0	49522	53656	54764	58424	62904	67456
1	52510	56644	57823	61435	65911	70463
2	55502	59636	60884	64444	68923	73474
3	58495	62629	63947	67456	71932	76484
4	61487	65621	67004	70463	74940	79495
5	64480	68614	70066	73474	77949	82503
6	67472	71606	73125	76484	80964	85513
7	70464	74598	76182	79495	83975	88526
8	73457	77591	79242	82503	86984	91534
9	76449	80583	82307	85513	89993	94545
10	79442	83576	85368	88526	93002	97555
11	82434	86568	88427	91534	96011	100570
12	85427	89561	91485	94545	99024	103579
13	88419	92553	95912	98965	103507	108130

## 8.8 Salary Disbursements

8.8.1 The College shall pay the salary entitlement of all Members in equal monthly instalments, less the deductions required by law and for the benefits applicable to or elected by the Member in accordance with the provisions of this Agreement.

## 8.9 Administration of Payroll Deductions

8.9.1 The College shall deduct and remit to the Association the membership fees established from time to time by the Association. The Association shall advise the Member of the appropriate assessment and inform the College accordingly.

8.9.2 The Association shall advise the Office of Human Resources, in writing, of any changes in the membership fees at least thirty (30) days prior to the effective date of change.

8.9.3 The College shall deduct and remit necessary premiums or other payments required for any group benefit plans, or other payroll deduction plans approved by the Association on behalf of the Members.

## 8.10 Stipend for Off-Campus Instruction

8.10.1 Stipend for travel required to provide off-campus instruction shall be paid to:

8.10.1.1 Any Member resident in Grande Prairie or district who is appointed to offer a course of instruction at a centre other than Grande Prairie.

8.10.1.2 Any Member not resident in Grande Prairie or district who is appointed to offer a course of instruction in any centre in the service region of the College.

8.10.2 The schedule to be applied shall be as follows:

8.10.2.1 for travel by automobile, a stipend of eleven cents per kilometer, calculated from the Member's normal place of work to the centre at which instruction is given, and return.

8.10.2.2 for travel by air, a stipend of \$10.00 per hour for each hour of flying time and ground travel time between the airport nearest the Member's residence and the centre at which instruction is given.

8.10.2.3 any Member electing to travel by automobile to a centre which can be reached by commercial air service shall receive a stipend equal to the amount which would be payable for air travel.

8.10.2.4 in the case of delays due to unavoidable circumstances, the Member shall receive an additional stipend of \$10.00 per hour, up to a maximum of \$100.00. This stipend shall apply only to the portion of delay in excess of two hours, and excludes normal sleeping time.

#### 8.11 Stipend for Self-Study Instruction

A Member may agree to provide a student(s) with the opportunity of self-study access to a course.

8.11.1 Members involved in the Self-Study Program shall be paid a stipend in addition to their normal salary entitlement.

8.11.2 The stipend per student shall be \$100.00 per credit per student to a maximum of \$300. Members shall be paid the stipend at the completion of the course, and after the final grades have been submitted.

8.11.3 Members shall sign a special project agreement and be paid the stipend at the completion of the course, by submission of the final grades and a project completion notice.

8.11.4 Notwithstanding Clause 8.11.3 hereof, Members shall be entitled to half the stipend if a student withdraws after at least half the course has been completed.

8.11.5 The number of students that a Member may tutor shall not exceed three per semester.

#### 8.12 Stipend for Challenge Exams

8.12.1 The stipend of \$100 per examination will be paid to a Member for the administration and grading of a challenge exam.

### **ARTICLE 9.0 DETERMINATION OF ACADEMIC RESPONSIBILITIES INCLUDING TEACHING OR EQUIVALENT WORKLOADS**

#### 9.1 Guiding Principles

9.1.1 The College shall determine general Academic Staff responsibilities and terms of reference for Academic Members. The Department-Member workloads shall be the responsibility of the Department Chair who shall act in consultation and agreement with the Academic Members from the Department, as a committee, to determine the teaching or equivalent workload of all members. The workloads approved at a Department meeting with quorum shall be submitted for approval to the Vice-President, Academic through the appropriate Dean.

## 9.2 Operational Procedures

- 9.2.1 The teaching load will not be less than 360 contact hours a year and will not exceed 450 contact hours a year provided that the teaching load:
- (a) in Nursing, the maximum will be 570 contact hours a year;
  - (b) in Fine Arts, the maximum will be 600 contact hours a year;
  - (c) in Power Engineering and Industrial Training, the minimum will be 450 contact hours a year and the maximum will be 640 contact hours a year;
  - (d) in Administrative Technology, the minimum will be 450 contact hours a year and the maximum will be 495 contact hours a year;
  - (e) in Academic Upgrading (lecture), the minimum will be 420 contact hours a year and the maximum will be 480 contact hours a year; and
  - (f) in Academic Upgrading (modularized), the minimum will be 510 contact hours a year and the maximum will be 600 contact hours a year.

In assigning workload, the College shall take the following factors into consideration:

- class size
- number of preparations
- method of delivery
- method of marking
- whether a new or existing course
- the Member's experience
- the number of courses assigned to the Member
- the complexity of the course content
- any other factor the College considers to be relevant

Professional assignments for Librarians normally will not exceed 35 hours per week, although additional hours may be required during periods of increased demand.

- 9.2.2 Teaching loads will be established by June 1.
- 9.2.3 The assignment of duties which result in teaching overloads will be discouraged and require the specific approval of the appropriate Vice-President.
- 9.2.4 No Member will be required to assume more than a normal teaching load. Any teaching duties assigned to the Member which are determined to be overload teaching hours will be compensated for in accordance with Clause 5.6.4.

9.2.5 A Member may be assigned 10 months of duties. Such duties would normally include one month of planned and approved professional development.

## **ARTICLE 10.0 SUPPLEMENTARY BENEFITS**

### 10.1 Application of Schedule

10.1.1 Except as specifically provided otherwise, the provisions of this Article shall apply only to Members holding full-time appointments.

10.1.2 If any Member's full-time appointment is reduced to part-time annual, continuing or tenured, he/she shall be entitled to all benefits granted under Article 10.0 prorated with reference to the average workload hours in the Department's range.

### 10.2 Holiday and Vacation Period

10.2.1 All Members shall be entitled to any statutory or other holiday observed by the College, as set out in the Calendar of the College.

10.2.2 Members holding full-time annual or continuing appointments shall be entitled to forty-four working days of paid vacation annually.

10.2.3 Any Member holding a full-time sessional appointment shall receive in lieu of vacation an amount equal to four percent of salary earned under the appointment.

10.2.3.1 After having completed 10 months of employment, any Member holding a full-time sessional appointment in subsequent consecutive years shall receive, in lieu of vacation, an amount equal to six percent of salary.

10.2.4 Each Member shall schedule vacation time in consultation and agreement with the appropriate Chairperson.

### 10.3 Conditions and Procedures Governing Sick Leave

10.3.1 The College shall make provision for sick leave with full salary to all Members holding full-time appointments or part-time tenured appointments under the following conditions:

10.3.1.1 Sick leave shall be available to any Member at the rate of two days for each month of service in an appointment, to a maximum of twenty days for any one full year of service.

10.3.1.2 Sick leave which is not used by any Member in any year may be accumulated for subsequent credit, to a maximum of sixty days.

- 10.3.1.3 The total number of days of sick leave credit shall be available to any Member in any year.
- 10.3.1.4 Any Member holding an instructional, administrative or academic service appointment shall be eligible for sick leave to cover absence through illness.
- 10.3.1.5 Any Member taking sick leave for more than three days may be required by the College to provide a medical certificate in support of such claim.
- 10.3.1.6 Any Member taking sick leave shall, upon return to work, file with the College on the form prescribed a statement covering the period of absence for illness, and such statement shall become part of the Member's personnel file for purposes of administering the provisions of this Section.
- 10.3.1.7 Any Member who suffers from a mental or physical condition, which the College, in consultation with the Executive of the Academic Staff Association, may reasonably determine would make it impractical or inappropriate to instruct or associate with students, or carry out the terms of an academic staff appointment, shall be required to take sick leave until all sick leave benefits have been exhausted, and maybe required by the College to take leave of absence without salary thereafter for an additional period. This does not preclude benefits referred to in Clauses 10.7, 10.8 and 10.9.
- 10.3.1.8 Any Member granted leave of absence for illness in accordance with Clause 10.3.1.7 hereof may apply for reinstatement to the Academic Staff, and shall provide the College with a statement from a medical examiner mutually agreed to by the College and the Executive of the Academic Staff Association that the Member is reasonably capable of assuming the duties under such appointment.
- 10.3.1.9 Any Member leaving the employ of the College shall relinquish all credit for accumulated sick leave, and such credit shall not be reinstated in the event the Member is subsequently re-appointed by the College.
- 10.3.1.10 Notwithstanding Clause 10.3.1.9, a Member on a full-time sessional appointment leaving employ of the College shall relinquish all credit for accumulated sick leave and such credit shall be reinstated to a maximum of 20 days in the event that the Member is re-appointe by the College in the subsequent year.

## 10.4 Conditions and Procedures Governing Leave for Personal Reasons

### 10.4.1 General Conditions

10.4.1.1 Leave to any Member for personal reasons may be granted with or without salary at the discretion of the College.

### 10.4.2 Procedures for Granting Leave for Personal Reasons

10.4.2.1 Any Member seeking leave for personal reasons shall make application to the College on the earliest date possible prior to the date that such leave is required.

10.4.2.2 The College shall normally rule on the application within two days of receiving the application, and inform the Member in writing accordingly.

### 10.4.3 Procedures for Granting Special Leave

10.4.3.1 If emergency or uncontrolled personal circumstances prevent a Member from reporting for work, special leave shall be granted subject to the following:

- a) The Member shall communicate the reason for the special leave to the Chair as soon as possible and, if possible, prior to the commencement of the leave.
- b) Special leave shall be limited to the time required to attend the leave circumstances.
- c) Any absences under this section shall not be extended beyond five (5) consecutive working days without the approval of the Vice-President, Academic.
- d) Special leave shall be limited to fifteen (15) working days per academic year, unless additional special leave is approved by the President.
- e) This entitlement will be pro-rated for those eligible employees who commence employment other than at the commencement of the College Year.

## 10.5 Pension Plans

10.5.1 The College shall deduct and remit contributions for pension benefits for full-time annual, full-time continuing Members and part-time tenured Members under the Canada Pension Plan and coverage under any of the provincial pension plans approved by the Minister of Advanced Education and Technology for the College.

10.5.2 After ten months of employment is completed, any Member holding a full-time appointment in consecutive years shall participate in the provincial pension plans approved by the Minister of Advanced Education and Technology for the College.

## 10.6 Retirement Incentive

10.6.1 Retirement Incentive shall be provided for Members as described in Appendix III of this Agreement.

## 10.7 Group Life and Long-Term Disability Insurance

10.7.1 The College shall effect a group life and long-term disability insurance on behalf of all Members holding full-time appointments and part-time tenured appointments.

10.7.1.1 Enrolment in the said insurance plan shall be a condition of employment for all Members except part-time sessionals.

10.7.1.2 Eligibility for application to receive long-term disability coverage will be available to Members to the age of 64 years and 9 months.

10.7.2 The insurance carrier shall be determined from time to time after consultation between the College and the Association.

10.7.3 The said group insurance plan shall provide the following benefits:

10.7.3.1 term life insurance with a face value of three times the Member's normal annual salary, subject to a maximum of \$150,000

10.7.3.1.1 accidental death and dismemberment insurance with a face value of three times the Member's normal annual salary to a maximum of \$150,000.

10.7.3.2 long-term disability insurance to the age of 65 years, with benefits to begin following three months of disablement or incapacity;

10.7.3.2.1 income protection equal to 70 percent of a Member's basic monthly earnings, subject to a maximum monthly benefit of \$3,000.

10.7.4 The College shall pay the full cost of premiums for life insurance, and accidental death and dismemberment; the Member shall pay the full cost of premiums for the long-term disability insurance.

#### 10.7.5 Accidental Life Insurance for Members on Part-Time Sessional Appointments

The College shall provide for accidental life insurance with \$100,000 coverage for all Members on part-time sessional appointments while travelling in an official capacity for the College.

#### 10.8 Alberta Health Care Insurance

10.8.1 The College shall bear the cost of the premiums required for the single or family coverage applicable to each Member holding a full time appointment and participating in the Plan administered by the Alberta Health Care Insurance Commission according to the following schedule:

10.8.1.1 In the event that the premiums of the day are greater than the premiums in effect January 1, 2001, the College shall pay:

10.8.1.1.1 the monthly premiums of qualified Members at the rate existing in January 1, 2001 plus

10.8.1.1.2 one-half of the difference between rates of the day and rates existing in January 1, 2001

10.8.1.2 In the event that premiums of the day are less than the premiums in effect January 1, 2001, the College shall pay:

10.8.1.2.1 100 percent of the premiums of the day, and

10.8.1.2.2 The difference between the premium schedule of the day and the schedule of January 1, 2001 into the Faculty Professional Development Fund of the Member. This includes all part-time and full-time temporary, sessional, annual, continuing and tenured Members.

10.8.2 In the case of a part-time tenured Member, the College and the Member shall share the cost, on a prorated basis, of the premiums required for the single or family coverage applicable to the Member participating in the plan administered by the Alberta Health Care Insurance Commission.

#### 10.9 Extended Health and Dental Insurance

10.9.1 The College shall effect a group health and dental insurance policy on behalf of all Members holding full-time appointments and part-time tenured appointment

10.9.2 The insurance carrier shall be determined by the College after consultation with the Association.

10.9.3 The insurance plan shall make provision for the following benefits:

10.9.3.1 supplementary hospital care

10.9.3.2 supplementary health care

10.9.3.3 prescription drugs, including over-the-counter drugs prescribed by a physician

10.9.3.4 vision care

10.9.3.5 preventative, restorative and orthodontic dental care

10.9.4 Enrolment in the insurance plan shall be a condition of employment for all Members holding full-time appointments and part-time tenured appointments.

10.9.5 Notwithstanding the provisions of Clause 10.9.4 hereof, any Member who has extended health care and dental care insurance coverage under another plan carried by the Member's spouse may be exempted from participation, provided that such non-participation is not detrimental to the maintenance of the plan.

10.9.6 The College shall bear the full cost of the insurance plan.

10.9.7 In the case of part-time tenured Members, premium costs will be pro-rated.

#### 10.10 Death in Service Benefit

10.10.1 In the event of the death of any Member holding a full-time appointment or part-time tenured appointment, other than a Member on professional leave without financial assistance, the College shall pay to the Member's beneficiary (or in the absence of a named beneficiary to the Member's estate) the salary entitlement for the month in which the death occurs and, in addition, an amount equal to one month's salary as full settlement.

10.10.2 In the event that the Member is on College affairs at the time of death, the additional amount beyond the current month's salary shall be two months' salary as a lump sum death benefit, up-front.

#### 10.11 Workers' Compensation Board Benefits

10.11.1 The College shall effect coverage under the Workers' Compensation Board for all Members, and shall bear the full cost of such coverage.

#### 10.12 Maternity Leave

10.12.1 Maternity leave shall be available to any Member holding a full-time annual, continuing, tenured or a part-time tenured appointment.

- 10.12.2 The Member shall submit application for Maternity Leave to the appropriate Vice-President not less than four (4) months prior to the estimated date of delivery.
- 10.12.3 Maternity Leave shall normally commence not earlier than three months prior to the estimated date of delivery.
- 10.12.4 There shall be a lump sum Maternity Benefit equivalent to two weeks' pay, to be paid on application by the Member. Such application will not be made earlier than two weeks before the Maternity Leave is to begin.
- 10.12.5 Maternity Leave may be initiated by the College to take effect earlier than the normal date provided for under Clause 10.12.3 hereof and, in such case, the Member may be released from duties and receive normal salary from the date of release to a date three months prior to estimated date of delivery.
- 10.12.6 Maternity Leave shall be available for a period not exceeding twelve months, and scheduled in a manner which has due regard for the requirements of the College relating to any semester of operation, and to the requirements of the Member relating to necessary childcare.
- 10.12.7 Any Member on Maternity Leave may continue participation in all group benefit plans available to the Academic Staff, but shall bear the full cost of participation in such benefit plans. The Leave shall not count toward her service time or earning of an increment.
- 10.12.8 The provisions of this section shall also be available for the legal adoption of minors and the terms of such Leave shall be established having regard for the relevant requirements of the adoption process.

### 10.13 Paternity Leave

- 10.13.1 Paternity leave shall be available to any Member holding a full-time annual, continuing, tenured or a part-time tenured appointment.
- 10.13.2 Applications for Paternity Leave shall be submitted to the College no fewer than four (4) months prior to the estimated delivery date. Paternity Leave shall commence at the beginning of the Academic term.
- 10.13.3 The Member on Paternity Leave must inform the College, in writing, of his intentions to return to full-time employment (3) three months prior to the expiration of the Paternity Leave or it is deemed the Member has resigned.
- 10.13.4 The Leave shall normally be for an academic year. In no case shall it be less than a semester nor exceed (12) twelve months. It should be scheduled in a manner which has due regard for the requirements of the College relating to any semester of operation, and to the requirements of the Member relating to

necessary childcare.

10.13.5 Any Member on Paternity Leave may continue participation in all group benefit plans available to the Academic Staff, but shall bear the full cost of participation in such benefit plans. The Leave shall not count toward his service time or earning of an increment.

10.13.6 If any Member seeks Paternity Leave due to legal adoption, the foregoing shall apply.

#### 10.14 Relocation Allowance

10.14.1 Expenses associated with relocation to Grande Prairie or district shall be reimbursed to any Member upon joining the Academic Staff provided that all such claims are submitted within the year of initial appointment. Reimbursement for such claims shall be subject to the policies and procedures of the College, to a maximum of \$2,500. Exceptions may be approved by the Vice-President, Academic.

#### 10.15 Travel and Subsistence Allowance

10.15.1 In consultation with the Association, the College shall, from time to time, establish a schedule for the reimbursement of transportation and subsistence costs associated with travel required of Members by the nature of their appointments, or on behalf of the College as a whole.

#### 10.16 Waiver of Tuition

Provided that courses in which a Member or his/her dependants enrol in are not full as per the pre-determined class-size limit

10.16.1 Members' dependents shall be eligible for tuition waiver for credit courses. The waiver shall not apply in a case where the Member's dependent repeats the same course(s).

10.16.2 Members shall be eligible for a tuition waiver of one 'for credit course' per session. Tuition waiver does not include courses that are collaborative or brokered.

#### 10.17 Individualized Professional Enhancement

10.17.1 In consultation with the Association, the College shall make provision for an annual budget in support of the professional enhancement of the Members, including, but not limited to, assist Members in attending conferences, seminars, workshops of significance to their discipline or field of college service, to participate in college-wide in-service activities, to engage in research and publication and for the purchase of equipment relevant to individualized

professional enhancement.

10.17.2 The terms of reference and procedures to be followed in the administration of professional enhancement shall be established, from time to time, by the Academic Staff Association and the College, as is contained in Appendix IV of this Agreement.

10.17.3 The College will contribute \$800 for each full-time annual, continuing or full-time sessional Academic Staff Member as of October 15 each year, and for each full-time equivalent of the part-time annual, continuing or tenured Members.

10.17.4 The College will match Academic Staff Association contributions up to \$300 per Academic Staff Association Member in accordance with eligibility as defined in clause 10.17.3.

#### 10.18 Four For Five Leave Plan

The College shall provide a Four for Five Leave Plan for full-time tenured Academic Staff Association Members as described in Appendix V of this Agreement.

#### 10.19 Physical Activities Centre

The College shall provide free access to the Physical Activities Centre for each full-time faculty member who applies. The Human Resources office shall be responsible for issuing annual passes.

### **ARTICLE 11.0 TENURE FOR MEMBERS OF THE ACADEMIC STAFF**

#### 11.1 Definition of Tenure

11.1.1 Tenure shall mean an appointment without term.

#### 11.2 The Award of Tenure

11.2.1 In the third year of a Member's probationary service, the Member to be considered for tenure shall make application, in writing, to the College by April 1. The application shall meet all the terms in accordance with Clause 5.1.3.

11.2.2 The decision to award tenure will be made by the Board of Governors on recommendation by the Tenure Committee.

#### 11.3 Tenure Committee Membership

The Tenure Committee shall consist of:

11.3.1 the President, or his/her designee, as Chairperson of the Committee.

11.3.2 the Divisional Dean of the Member considered for tenure.

11.3.2.1 In the event that a Department Chairperson is being considered for tenure, the Vice Chairperson or another Member of the Department of the Chairperson being considered for tenure shall be elected by the Department as a Member of the Committee.

11.3.3 the Department Chairperson or Chairpersons of the Member considered for tenure.

11.3.4 two tenured Members elected at large by the Association.

11.3.5 one tenured Member of the Department of the Member considered for tenure selected by the Department.

11.3.5.1 In the event of there being no tenured Member in the Department, the Department shall elect a tenured Member from the Association.

#### 11.4 College-Wide Standards for the Awarding of Tenure

11.4.1 To ensure College-wide standards in the application of criteria used in the departmental faculty review process, the Tenure Committee will review the recommendations of the Departmental Faculty Evaluation Committee. As part of the review process concerning the member, the Tenure Committee shall have access to all data used by the Dean and the Faculty Evaluation Committee.

11.4.2 Where any Member has an assignment in more than one Department, the Dean, in consultation with each Departmental Faculty Evaluation Committee, shall be responsible for submitting a written report regarding the Member eligible for tenure through the Office of the Vice-President to the Tenure Committee by May 1.

11.4.3 The Dean, after consultation with the Departmental Faculty Evaluation Committee, shall submit his/her report through the Office of the Vice-President to the Tenure Committee by May 1.

11.4.3.1 If the Chairperson is being considered for tenure the Alternate member of the Departmental Faculty Evaluation Committee will act as Chair.

#### 11.5 Minimum Academic Qualifications Required by Departments for the Granting of Tenure

The following are the minimum academic qualifications required by Departments for the granting of tenure.

- 11.5.1 Academic Upgrading: an appropriate bachelor's degree.
  - 11.5.2 Arts and Education: an appropriate master's degree, or successful completion of a Doctoral Candidacy Examination.
  - 11.5.3 Business: an appropriate master's degree, or an appropriate bachelor's degree plus one or more of C.A., C.G.A, C.M.A, or L.L.B. from a recognized professional body.
  - 11.5.4 Fine Arts:
    - 11.5.4.1 For positions involving instruction in university transfer courses, an appropriate master's degree.
    - 11.5.4.2 For positions involving instruction in College credit and/or College conservatory courses only, a bachelor's degree or proven proficiency in performance and/or instruction.
  - 11.5.5 Industrial Training: University entrance requirements and Journeyman Certificate (Apprenticed Journeyman) or Power Engineering Certificate (second Class Minimum) or equivalent, as determined by a Department Equivalency Committee, on the basis of evaluation of individual cases.
  - 11.5.6 Library: a Master's of Library Science degree.
  - 11.5.7 Nursing Education and Health Studies: a Master's Degree in Nursing or related discipline.
  - 11.5.8 Office Administration: an appropriate bachelor's degree.
  - 11.5.9 Physical Education, Athletics and Kinesiology: an appropriate master's degree.
  - 11.5.10 Human Services: an appropriate bachelor's degree.
  - 11.5.11 Science: an appropriate master's degree, or successful completion of a Doctoral Candidacy Examination.
- 11.6 Recommendation to the Board of Governors
- 11.6.1 Following review of the information supplied by the Departmental Faculty Evaluation Committee, the Tenure Committee will recommend to the Board of Governors:
    - 11.6.1.1 the candidate be granted tenure, effective August 15 of his/her fourth year of service, or
    - 11.6.1.2 the candidate be released, or
    - 11.6.1.3 the candidate be retained for an additional year, during which the

Member shall again be considered for tenure.

11.6.2 The Tenure Committee may use the provisions of Clause 11.6.1.3 once only for any candidate.

11.6.3 The Member and the Chairperson of the Faculty Evaluation Committee will receive a copy of the recommendation to be submitted to the Board of Governors.

## 11.7 Termination of Appointment for Tenured Members

The appointment of any Member who has acquired tenure shall continue in force until terminated:

11.7.1 by resignation;

11.7.2 by notification of dismissal pursuant to Article 15.0 of the Collective Agreement;

11.7.3 as a result of formal changes in programs/services, or insufficient enrolment;

11.7.3.1 When a Member's professional assignment is declared redundant and notification of employment termination has been provided, the Member should identify in writing to his/her Chairperson other Department(s) where he/she believes he/she is qualified to work. The Reassignment Committee shall consist of the appropriate Vice-President, the appropriate Dean(s), the Chairpersons of the potential receiving Departments, a faculty Member of each receiving Department, the Chairperson of the former Department, and shall normally include an additional Vice-President.

11.7.3.1.1 If the Reassignment Committee is of the opinion that the employee is qualified to perform other professional duties, and an appropriate position is vacant, the Member will be offered the assignment in lieu of completing the termination process or,

11.7.3.1.2 If the Member is retrainable in one year and an appropriate position is expected to be available when the Member has completed retraining, the Member shall receive paid professional leave in lieu of completing the termination process, or;

11.7.3.1.3 If the conditions of Clause 11.7.3.1.2 do not apply, he/she shall receive notice of termination before May 1, to be effective, at the Board's discretion, and in consideration of the Reassignment Committee's recommendation.

11.7.3.1.3.1 on August 14 of the succeeding year. Should a position become available in the discipline of the Member terminated, the Member shall have the right of first refusal for any full-time position for which he/she is qualified for a period of 18 months following his/her effective termination date, or;

11.7.3.1.3.2 on August 14 of the same year. The Member shall receive a sum based on the following scale calculated on his/her potential succeeding year's salary on August 15. Should a position become available in the discipline of the Member terminated, justifying the hiring of additional staff, the Member shall have the right of first refusal for any full-time position for which he/she is qualified for a period of 18 months following his/her effective termination date.

Year of Tenure	Percentage
1	50
2	55
3	60
4	65
5	70
6	75
7	80
8	85
9	90
10	95
11 or more	100

11.7.3.1.3.3 at the time of termination pursuant to Clause 11.7.3.1.3.1 or 11.7.3.1.3.2, the Member must advise Human Resources by double registered mail of the Member's mailing address and telephone number and immediately advise Human Resources by double registered mail of any subsequent changes thereto.

11.7.4 as a result of unsatisfactory performance.

11.7.4.1 If the Dean, in consultation with the Departmental Faculty Evaluation Committee, finds any Member's academic performance to be unsatisfactory, the Member shall normally be given one year to improve in the areas outlined in an improvement plan agreed upon by the Member, the Dean and the Departmental Faculty Evaluation Committee. If at the end of that year, improvement as per the Improvement Plan, has not occurred, the Member may be given notice of termination before May 15 to be effective August 14 of that year.

11.7.4.1.1 The Member shall receive a severance payment of two months salary plus a sum based on the following scale calculated on his/her salary as of August 14 of the year in which the unsatisfactory academic performance was recorded:

Year of Tenure	Percentage
1	50
2	55
3 or more	60

## **ARTICLE 12.0 PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE**

- 12.1 Professional Leave with financial assistance may be granted to any Member holding a tenured appointment. One year of credit shall accrue for every year of service.
- 12.2 The College shall provide 60 months of long-term professional development leave during each academic year as set out in this Article and Appendix I. Normally, the College will consider only 12 month professional leave from the instructional or equivalent duties.

The College may also approve half-term professional leave proposals when these are recommended by the Professional Leave With Financial Assistance Committee. In the case of half-term professional leaves the Member will be released from 0.5 of their annual instructional assignment or equivalent duties. These half-term leaves will not normally be pro-rated, rather they will be taken in sessional blocks with the Member receiving release during the fall session or the winter session in the academic year. In each case, the professional leave period will include utilization of 22 days of vacation entitlement and the spring session period at the pro-rated salary as per the Member's entitlement. A Member approved for a half-term professional leave will receive the pro-rated salary for a 6 month period during the College academic year.

- 12.2.1 Any portion of the 60 months not allocated or unused in a given year will be carried forward for the following year.

## 12.3 Conditions Governing Financially-Assisted Professional Leave

- 12.3.1 All benefits shall be available to any Member on leave, except sick leave. All accumulated sick leave credit shall be maintained while on leave but no sick leave benefits shall be paid during professional leave.
- 12.3.2 Experience increments shall be credited for the period of leave in accordance with the normal provisions of the Agreement.
- 12.3.3 The Member shall continue participation in the group health, life insurance and pension plans and shall have his/her share of premiums deducted from salary.
- 12.3.4 The College shall make its normal contributions to such group plans. The amount of the College's contributions shall be a liability of the Member in the event of failure to return service as required within this Agreement.
- 12.3.5 The Member shall be entitled to accrue credit for further Professional Leave from the date of rejoining the staff following completion of the leave. If the Member accepts a one-year leave, he or she shall relinquish all prior credit for further professional leave. If the Member accepts up to and including six months of leave, he or she shall retain one-half of the prior credits up to a maximum of three years' credit for further professional leave.

### 12.3.6 Service Obligation

The Member shall return service to the College on the basis of two months of teaching or equivalent service for each month of leave granted.

### 12.3.7 Schedule of Financial Assistance

- 12.3.7.1 If the Member holds an administrative appointment, the Member shall relinquish the administrative appointment during the period of leave.
- 12.3.7.2 The amount of financial assistance to be granted shall be a percentage of the Member's total salary due to the Member for the period in which leave is taken.
- 12.3.7.3 The amount of financial assistance payable for Professional Leave shall be calculated in accordance with the following schedule:

After three years of credit  
- 50 percent of total annual salary

After four years of credit  
- 60 percent of total annual salary

After five years of credit  
- 70 percent of total annual salary

After six years of credit  
- 80 percent of total annual salary

#### 12.3.8 Conditions Governing Liability for Financial Assistance Granted

12.3.8.1 The amount of financial assistance advanced shall be a liability to be paid by the Member in the event of the Member's failure, except in the case of death or long-term disability as determined by the insurance carrier, to return service to the College under the terms in Clause 12.3.6 hereof.

12.3.8.2 A return of service of less than the whole of the period shall be credited against the Member's liability.

### **ARTICLE 13.0 PROFESSIONAL LEAVE WITHOUT FINANCIAL ASSISTANCE**

13.1 Professional Leave without financial assistance may be granted to any Member following at least three years of service.

#### 13.2 Supplementary Benefits

13.2.1 The Member on unassisted leave may elect to continue membership in the group health and life insurance plans.

13.2.2 The Member shall prepay all costs of group plans continued during the period of leave.

13.2.3 Experience increments shall be credited for the period of leave in accordance with the normal provisions of this Agreement.

#### 13.3 Accumulation of Credit for Subsequent Leave

Any Member granted Professional Leave without financial assistance shall retain for subsequent financially-assisted leave all credits earned prior to taking leave. The Member shall accumulate further leave credit from the date of rejoining the staff following completion of the leave. The Member shall be entitled to apply for financially-assisted leave following the completion of the required service commitment to the College.

#### 13.4 Service Obligation

The Member shall return service to the College on the basis of one month of teaching or equivalent service for each month of leave granted.

### 13.5 Resignation While on Professional Leave

The Member shall be released from obligations to return service pursuant to Clause 13.4 hereof, provided that the Member gives notice of resignation from the Academic Staff not later than March 31 of the year in which leave expires.

## **ARTICLE 14.0 CONDITIONS AND PROCEDURES GOVERNING SUSPENSION OF ANY MEMBER**

### 14.1 Conditions

14.1.1 Where the College has reasonable grounds for believing that a situation has developed such that it would be in the best interest of students or the College as a whole, for any Member to be relieved of some or all of the responsibilities held under an Academic Staff appointment, the College may suspend the Member for a period of not more than 10 days.

14.1.2 Prior to issuing a notice of suspension to any Member, the College shall normally consult with the Association Executive, and may also consult with other persons as the College thinks proper.

14.1.3 Any Member suspended from duty shall continue to receive full salary during the period of suspension.

### 14.2 Procedures

14.2.1 The College shall meet the Member to advise him/her of:

14.2.1.1 the reason(s) for suspension,

14.2.1.2 the length of the suspension, and

14.2.1.3 the time at which the suspension will take effect.

14.2.2 Within 24 hours, the College shall confirm, in writing, the information given at the meeting referred to in Clause 14.2.1.

14.2.3 The College shall notify the Executive of the Association in writing that any Member has been suspended.

14.2.4 The College may take steps to secure a temporary replacement to fill the position during the suspension of the Member.

14.2.5 The College shall advise the suspended Member, in writing, within ten days of the notice of suspension, whether proceedings for dismissal will be initiated and may extend the suspension with pay until the proceedings for dismissal are completed

## **ARTICLE 15.0 CONDITIONS AND PROCEDURES GOVERNING THE DISMISSAL OF ANY MEMBER**

### **15.1 Conditions**

- 15.1.1 No Member shall be dismissed by the College except in accordance with provisions and procedures set out in the articles within this Collective Agreement.
- 15.1.2 Where the College believes that good and sufficient reasons exist for the dismissal of any Member, the College will initiate procedures for dismissal after consultation with the appropriate Chairperson and Association Executive. The Member shall also be entitled to have a representative from the Association Executive present when the Member is advised of the dismissal.
- 15.1.3 Any Member who is subject to proceedings for dismissal may be granted temporary leave of absence at full normal salary, on application to the President. Where the President believes that it is in the best interest of the College, he/she may, at his/her sole discretion, grant temporary leave of absence at full normal salary. Such temporary leave shall be for a portion or for the whole of the period required to complete proceedings. The leave shall terminate as of the effective date of dismissal authorized by the College.

### **15.2 Procedures**

- 15.2.1 At the time of dismissal, the College shall provide written notice to the Member respecting:
  - 15.2.1.1 a statement of the grounds for dismissal.
  - 15.2.1.2 the date on which the dismissal will become effective.
- 15.2.2 A copy of the letter referred to in Clause 15.2.1 shall be sent forthwith to the appropriate Chairperson and the President of the Association.
- 15.2.3 If the Member wishes to challenge the College's decision and seeks changes or reinstatement, he/she may do so by means of Clause 16.4 of the Arbitration Procedures.

### **15.3 Provision for Payment of Salary and Severance Allowance at Dismissal**

- 15.3.1 Salary entitlement will be pro-rated to the effective date of dismissal as determined by the College.

## **ARTICLE 16.0 GRIEVANCE PROCEDURES**

### **16.1 Definition of Dispute, Disagreement or Grievance**

16.1.1 Disputes, disagreements or grievances shall be characterized as one of

- a. Individual Grievance - between a Member or Members and the College;
- b. Policy Grievance - between the Academic Staff Association and the College to deal with matters included in the contract;
- c. Reassignment Grievance - pertaining to a change in a professional assignment of a Member.

## 16.2 Resolution of Grievance

Consistent always with the principle that grievances should be handled speedily and at the lowest level possible, the procedures to be employed follow:

### 16.2.1 Individual Grievance:

Step 1: The Member(s) shall initially seek remedy of an administrative decision from the Divisional Dean who shall respond orally within three working days. Failing resolution,

Step 2: The Member(s) and the appropriate Chairperson may, if both are willing, include the Executive Director, Human Resources in their deliberations. Failing resolution,

Step 3: Within seven working days, the Member(s) shall, in consultation with and agreement of the Academic Staff Association Grievance Committee, reduce to writing the grievance setting forth:

- i. the nature and circumstances of the grievance;
- ii. the remedy or relief sought;
- iii. the section or sections of the Agreement alleged to have been violated.

This form shall be submitted to the appropriate Vice-President who shall respond (in writing) within ten days. Failing resolution,

Step 4: The Member(s) and the Academic Staff Association shall jointly submit the grievance to the President who shall respond within ten days. Failing resolution, the grievance shall proceed to arbitration as set out in Clause 16.4

## 16.3 Policy Grievance

Policy Grievances shall be addressed in writing by the Executive of the Academic Staff

Association directly to the President of the College.

#### 16.4 Arbitration Procedures

- 16.4.1 Where the decision of the President fails to satisfy the grievor, he/she will notify the President within ten days of his/her intention to submit the grievance to an Arbitration Committee. Such notice shall include the grievor's nominee to single party arbitration and an appointee to an Arbitration Committee.
- 16.4.2 The President shall, within five days, inform the grievor of acceptance of the single arbitrator or the name of its appointee to an Arbitration Committee.
- 16.4.3 Where an Arbitration Committee is the choice, the two appointed members of the Arbitration Committee shall within five days of the appointment of the second of them, appoint a mutually-acceptable third person who shall be chairperson. If the two appointees fail to agree on a chairperson, the senior officer, Labour Relations Board, shall be requested to appoint a chairperson.
- 16.4.4 If either party fails to appoint a member of the Arbitration Committee within the time limits, the dispute shall be deemed to be settled in favour of the party who has appointed the arbitrator within the agreed time limit.
- 16.4.5 The Arbitration Committee shall hear and determine the dispute and shall issue a decision, in writing, which shall be final and binding upon both parties. The decision of the majority is the decision of the Arbitration Committee.
- 16.4.6 Any time limits set out in the Article may be extended by agreement of the parties to the grievance.
- 16.4.7 Each party to the action shall bear the expense of its respective appointee to the Arbitration Committee, and the two parties shall bear equally the expense of the chairperson.

#### 16.5 Reassignment Grievance

The Member may, within ten days of receiving notice of reassignment, notify the Chairperson in writing that he/she wishes a review of the proposed reassignment, and the Chairperson shall cause a special meeting of the Department to be held within seven days of his/her request for review.

- 16.5.1 The Department, at a special meeting, shall decide whether it will act as a committee of the whole on the review or whether it will elect a Review Committee from the Department for the purpose.
- 16.5.2 Within three days of the special meeting, the Chairperson and the Member concerned shall present their respective positions to the Review Committee which shall make a recommendation to the Dean within three days following the

review.

16.5.3 The decision of the Dean may be appealed to the Vice-President by serving notice to the Vice-President within ten days of the decision of the Dean.

16.5.4 The Vice-President's decision shall be final and binding.

## **ARTICLE 17.0 COPYRIGHT**

### **17.1 Definitions**

17.1.1 Copyright: shall bear the same meaning as the Copyright Act.

17.1.2 Work: shall mean any original work of authorship fixed in any medium of expression, now known or later developed, from which it can be preserved, reproduced or otherwise communicated, either directly or with the aid of a machine or device.

### **17.2 Provisions of Copyright**

The College encourages Members to engage in research, etc., and guarantees the Member full provisions of copyright under the following conditions:

17.2.1 Members who privately produce work while in the employ of the College are entitled to full provisions of copyright. Where College funds and facilities are used in the production of any work, the College will be reimbursed as per prior agreement.

17.2.2 When a Member is engaged to produce a work, in whole or in part, and uses College funds and facilities beyond those normally part of the Member's duties, the College and the Member shall enter into a written agreement delineating licenses, fees, editorial control, marketing and other such matters that may be applicable.

17.2.3 Members are encouraged to seek specific interpretation of the above before commencing production.

## **ARTICLE 18.0 PARTICIPATORY GOVERNANCE**

18.1 The Board of Governors, the College and the Association endorse the principle of participatory governance in policy formulation. To that end, the Board agrees to provide for appropriate, direct and significant Academic Staff participation and representation on governing bodies, particularly in areas of academic concern.

**ARTICLE 19.0 BINDING EFFECT OF THE AGREEMENT**

19.1 This Agreement and everything herein contained shall extend to, and insure to the benefit of heirs, executors, administrators, successors and assigns (as the case may be) of the Board and of the Association.

IN WITNESS WHEREOF, the parties through their authorized officers hereto have set their hands and seals on the day and year first noted above.

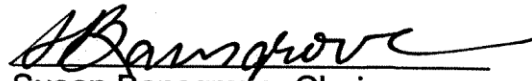
**ACADEMIC STAFF ASSOCIATION**

  
\_\_\_\_\_  
Kazem Mashkournia, President  
Academic Staff Association

  
\_\_\_\_\_  
Lakshmiareddy Ganta, Chairperson  
Academic Staff Association  
Negotiating Committee

**BOARD OF GOVERNORS**

  
\_\_\_\_\_  
Michael O'Connor, Chairperson  
Board of Governors

  
\_\_\_\_\_  
Susan Bansgrove, Chairperson  
Board of Governors  
Negotiating Committee

# **APPENDIX I**

## **ACADEMIC STAFF**

### **PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE**

#### **PROCEDURES**

**PREAMBLE TO THE PROCEDURES  
ON PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE**

The College recognizes that providing an opportunity for faculty Members to maintain and extend their area of expertise is necessary for the long-term academic excellence of the institution. Professional Leave is an essential endeavour, benefiting both faculty and the College. Faculty Members are encouraged to apply for Professional Leave at regular intervals, normally every seven years.

The College also recognizes that its Professional Leave policy must be flexible to encompass a wide range of valid activities which reflect the diversity of faculty and college programs. Professional Leave would enable faculty Members to further their academic studies as well as broaden their perspective and background through experiences which are not necessarily of an academic nature, but still benefit both the faculty and the College.

The granting of Professional Leave by the College shall be in accordance with the policy and procedures established.

## PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

### 1.0 Application for Leave

#### 1.1 Deadline Date

All applications shall be made in writing to the Chairperson of the Committee, with copies to the Divisional Dean and the Chairperson of the Department by October 31st of the preceding academic year.

#### 1.2 The following activities are examples of the type of acceptable activities considered as valid grounds for professional leave:

- enrolling in a full-time program of academic study at an appropriate institution. Relevancy to present or future assignments must be shown.
- engaging in research activities at an appropriate institution or agency. If the institution or agency provides compensation, then the compensation plus the financial assistance from the College will not exceed 100% of the Member's salary while not on leave;
- undertaking a program of study, travel or independent work directly related to the Member's College appointment where such program will generate verifiable evidence of accomplishment.

#### 1.3 Contents of Written Application

Leave shall normally be for a period of twelve months, effective August 15. Leave may be granted for shorter periods, or for leaves beginning on dates other than August 15.

Application must be made on the designated Application Form for Professional Leave with Financial Assistance. Any documentation submitted after October 31 is not admissible.

Appropriate Divisional Deans and Chairpersons shall be asked to provide a written comment to the Committee and applicant concerning the value to the department/College or the experience sought by candidates from their departments/College. The applicant shall receive a copy of all such communications.

#### 1.4 Oral Presentation

At the request of the Professional Leave Committee, all candidates shall appear before the Committee to elaborate on their written applications. A time limit will be assigned for each interview.

## 2.0 Granting Leave

The Professional Leave committee will review all applications for leave and recommend candidates for leave to the Board of Governors.

### 2.1 Professional Leave Committee: Terms of Reference

#### 2.1.1 Composition

- 2.1.1.1 The President shall be the Chairperson of the Committee.
- 2.1.1.2 One full-time Academic Staff Member from each instructional department, who has been elected at a department meeting.
- 2.1.1.3 Vice-President Academic.

#### 2.1.2 Voting

- 2.1.2.1 All elected members of the Committee shall be voting members.
- 2.1.2.2 The Chairperson shall have a vote only in the event of a tie vote.
- 2.1.2.3 Approval in Principle voting will occur by secret ballot.

#### 2.1.3 Quorum

- 2.1.3.1 Quorum shall be a 2/3 majority of the elected members.

#### 2.1.4 Length of Term

- 2.1.4.1 Each elected member shall serve a two-year appointment effective September 15th.

#### 2.1.5 Procedures

- 2.1.5.1 The President will notify all eligible faculty Members of the opportunity to apply for Professional Leave and refer to the relevant Articles in the Collective Agreement.
- 2.1.5.2 During the last week of October, the Committee shall meet

for a process orientation to review and clarify contract obligations and processes.

- 2.1.5.3 During the second week of November, members of the Committee shall be sent copies of all applications received by the President's Office.
- 2.1.5.4 During the third week of November the Committee will meet to review applications and interview candidates.
- 2.1.5.5 Immediately after each candidate is interviewed the Committee shall discuss the application and approve/disapprove the application in principle (by secret ballot) based on the quality of the proposed project and its relevance to the Member's professional appointment.
- 2.1.5.6 After all applications have been considered, each voting member of the Committee shall assess each candidate approved in principle according to the Assessment Criteria Form, as attached. Once the Final Assessment Form is completed and submitted to the President, no further discussion will occur.
- 2.1.5.7 The Secretary and the Chairperson shall total the points and inform the Committee of the total count and rank for each candidate. Successful candidates will be those receiving the highest number of points.
- 2.1.5.8 The Committee shall then confirm by motion the leaves to be recommended to the Board of Governors according to the ranking in Clause 2.1.5.7.
- 2.1.5.9 The President shall inform all candidates orally and in writing whether or not their leave will be recommended to the Board of Governors. Due to the confidential nature of the discussions, the deliberations of the Committee will not be shared with the candidates. Recommendations of the Committee are final.
- 2.1.5.10 The President shall carry forward the recommendations of the Committee to the Board of Governors by the January meeting of the Board.
- 2.1.5.11 The number of candidates recommended to the Board of Governors will conform to the provisions of Clause 12.2 hereof.

#### 2.1.6 Minutes

Only motions and their resolutions shall be contained in the minutes.

#### 2.1.7 Confidentiality

All discussions held in the absence of candidates shall be confidential. Any Committee member who violates this provision shall forfeit membership on the Committee.

### 3.0 Letter of Offer

Candidates whose leave is granted by the Board of Governors shall receive a letter offering such leave within two weeks of approval.

The letter of offer shall contain:

- the dates the leave is to begin and terminate.
- the nature of the leave
- the calculation to be used to determine salary while on leave
- the expectation that the candidate will seek approval from the President for any changes in the Professional Leave offer agreed to by the candidate, (i.e. altered plans for leave such as cancellation, acceptance into an institution not outlined in application, period of leave shortened)
- the expectation that the candidate will provide the Professional Leave Committee with a written interim report and a final report on completion of the leave
- outline of conditions, if any

### 4.0 Response

Candidates shall be required to respond in writing accepting the terms of the leave prior to February 28 unless granted extension from the President.

4.1 In the event the candidate does not accept or is unable to meet the terms of the leave by February 28, and upon exhaustion of Clause 12.2.1, the unused months shall be added to the months set aside for the following year.

### 5.0 Changes in Contract

In the event of a change in the Professional Leave offer agreed to by the candidate, (i.e. altered plans for leave such as cancellation, acceptance into an institution not outlined in application, period of leave shortened) approval must be sought from the President, who will notify the Committee if deemed necessary.

## 6.0 Interim Report

Academic staff Members on leave shall be expected to provide a written report to the committee c/o the President's Office during the fourth month of a normal twelve-month leave. Other dates shall be designated for leave of shorter duration.

## 7.0 Final Report

Academic staff Members returning from leave shall be expected to provide a final report, written and oral, to the Committee at a public meeting to be held in late August of the succeeding year.

# PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

## APPLICATION FORM

(If additional space is required, please attach)

1. Summary of Proposed Professional Leave Activities (See 1.2 of Appendix I)

2. Start Date: \_\_\_\_\_

Length of Leave: \_\_\_\_\_

3. Relevancy of Professional Leave Activities to Professional Appointment

4. Benefits of Professional Leave to Institution.

5. Letters of Recommendation

- Department Chairperson

- Divisional Dean

6. Other Supporting Documentation

- Department/Teaching Contributions
- College Participation Contribution
- Professional Development Activities
- Community Service Contributions
- Professional Affiliations
- Other - University Transcripts

**PROFESSIONAL LEAVE CANDIDATES  
ASSESSMENT CRITERIA**

**Candidate:** \_\_\_\_\_

	<b>Initial Assessment</b>	<b>Final Assessment</b>
<p><b>LENGTH OF SERVICE TO COLLEGE</b></p> <ul style="list-style-type: none"> <li>• Points assigned using the criteria accepted by the Professional Leave with Financial Assistance Committee</li> </ul>	/10	/10
<p><b>PAST CONTRIBUTIONS TO COLLEGE</b></p> <ul style="list-style-type: none"> <li>• Teaching Excellence</li> <li>• Service to Student Success</li> <li>• Program/Course Development</li> <li>• Professional Development</li> <li>• Departmental Committees</li> <li>• College Committees</li> <li>• Administrative Services</li> <li>• Research/Publications</li> <li>• Exhibitions/Performances</li> <li>• Community Services</li> <li>• Other Important Factors</li> </ul>	/40	/40
<p><b>FUTURE VALUE OF LEAVE TO THE COLLEGE</b></p> <ul style="list-style-type: none"> <li>• Discipline Related</li> <li>• Enhance Students Needs</li> <li>• Shared with Colleagues</li> <li>• Probability of Completion</li> <li>• New Knowledge/Upgrading</li> <li>• Development of Programs and Courses</li> <li>• Increase Student Success</li> <li>• Development of Department Expertise</li> <li>• Development of Self for Career Growth</li> </ul>	/50	/50

**Total Points:** \_\_\_\_\_

## **APPENDIX II**

# **TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS HOLDING TEMPORARY APPOINTMENTS**

## D 1.0 Temporary Academic Staff Appointments

### D 1.1 Guiding Principles

D 1.1.1 All Academic Staff holding temporary appointments shall become Members of the Academic Staff Association.

D 1.1.2 All Members appointed to a temporary position shall have the right during their appointment to fair consideration for promotion and for increases in responsibility and salary.

D 1.1.2.1 Clauses 5.5.1, 5.5.2, 5.5.3, 5.5.4, 5.5.6, 5.5.7 5.5.8 and 5.5.9 shall apply to a Member holding a full-time temporary appointment.

D 1.1.2.2 Clauses 5.5.5 and 5.5.10 shall not apply to a Chairperson holding a full-time temporary appointment.

D 1.1.2.3 If a Member holding a full-time temporary position is appointed Chairperson of a Department, he/she shall hold such designation for a term equal to the term of the temporary position up to a maximum, renewable term of three years, subject to annual review and evaluated pursuant to the provision of Appendix VI. The annual review during the third year of the Chairperson's term shall normally take place by March 1 of that year.

D 1.1.3 All Members shall be evaluated during the term of their appointment in accordance with policies and procedures set forth in Appendix VI.

D 1.1.4 All Members shall enjoy reasonable access to all College facilities.

D 1.1.5 All Members shall enjoy opportunity for academic freedom generally, and specifically in areas of research, publishing and results thereof.

D 1.1.6 The College recognizes that the College benefits from continuity in the area of temporary staff employment.

### D 1.2 Procedures For Establishing Academic Staff Appointments

D 1.2.1 The appointment of a Member to a temporary position shall be recommended to the President by the appropriate Vice-President following the process identified in 5.2.2, 5.2.3, and 5.2.4.

D 1.2.2 Clauses 5.2.5 and 5.2.6 shall apply to Members holding temporary

appointments.

D 1.2.3 At the completion of each appointment, the appropriate Chairperson will communicate to the Member, in writing, the report of the Departmental Faculty Evaluation Committee. If the Departmental Faculty Evaluation Assessment is satisfactory then the appropriate Chairperson shall initiate procedures to offer, in writing the Member the right of first refusal to the same position in the ensuing year. The Chairperson shall submit copies of the signed Departmental Faculty Evaluation Assessment Report to the Human Resources Office for the Member's file by May 20.

#### D 1.3 Salary and Benefits for Full-time and Part-time Temporary Appointments

D 1.3.1 Any Member appointed to the Academic Staff on a full-time temporary basis shall receive for the term of the appointment a pro-rated monthly salary entitlement based on the annual salary that would be earned in a full-time continuing appointment.

D 1.3.2 Any Member appointed to the Academic Staff on a full-time temporary basis and who subsequently is appointed to a permanent position may receive up to 24 months' credit in accordance with Clauses 5.3.2 and 5.4.2 for purposes of tenure subject to the following conditions:

- a. the Member was selected for the permanent position according to established practice and policies;
- b. evaluation results during the temporary appointment(s) have been satisfactory;
- c. the Member's appointments to temporary and permanent positions have been in consecutive years.

D 1.3.3 Any member appointed to the Academic Staff on a part-time temporary basis shall have his/her salary calculated in accordance with the following formula:

$$\text{Total course hour equivalent} \times \frac{\text{.75}}{32 \times \text{max equivalent hrs.}} \times \text{annual salary}$$

This formula shall be implemented in accordance with the normal provisions of Articles 8.0 and 9.0 of this Agreement.

#### D 2.0 Conditions Governing Salary Entitlements

D 2.1 Provisions in Clauses 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8 and 8.9 shall apply for Members holding temporary appointments.

D 3.0 Conditions and Procedures Governing Workload

D 3.1 Provisions in all clauses in Article 9.0 except Clause 9.2.5 shall apply for Members holding temporary appointments.

D 4.0 Supplementary Benefits

D 4.1 Application of Schedule provisions in 10.1 shall apply to Members holding full-time temporary appointments.

D 4.2 Holiday and Vacation Period

D 4.2.1 All Members shall be entitled to any statutory or other holiday observed by the College, as set out in the Calendar of the College.

D 4.2.2 A Member holding a full-time temporary appointment shall receive in lieu of vacation an amount equal to four percent of salary earned under the appointment, to be disbursed with the final instalment of salary.

D 4.2.2.1 After having completed ten months of employment, a Member holding a full-time temporary appointment shall receive in subsequent and consecutive years, in lieu of vacation, an amount equal to six percent of salary.

D 4.2.2.2 After having completed thirty months of employment, a Member holding a full-time temporary appointment shall receive in subsequent and consecutive years, in lieu of vacation, an amount equal to eight percent of salary.

D 4.3 Conditions and Procedures Governing Sick Leave

D 4.3.1 All provisions in Clause 10.3 shall apply.

D 4.4 Conditions and Procedures Governing Leave for Personal Reasons

D 4.4.1 All provisions in Clause 10.4 shall apply.

D 4.5 Pension Plans

D 4.5.1 After ten months of employment is completed, a Member holding a

full-time temporary appointment shall be entitled to a contribution equal to 3 percent of salary to a Registered Retirement Savings Plan, subject to the following conditions:

- a. the R.R.S.P. will be one selected by the College and approved by the Academic Staff Association;
- b. the same R.R.S.P. will be used by all Members entitled to this benefit;
- c. a Member may refuse this benefit by signing a refusal form with the Human Resources Department;
- d. the Member's appointments must be in consecutive years following the initial 10 months of employment.

D 4.6 Group Life and Long Term Disability Insurance

D 4.6.1 All provisions in Clause 10.7 shall apply for Members holding full-time temporary appointments.

D 4.6.2 Clause 10.7.6 shall apply for Members holding part-time temporary appointments.

D 4.7 Alberta Health Care Insurance

D 4.7.1 All provisions in Clause 10.8 shall apply.

D 4.8 Extended Health and Dental Insurance

D 4.8.1 All provisions in Clause 10.9 shall apply.

D 4.9 Death in Service Benefit

D 4.9.1 All provisions in Clause 10.10 shall apply.

D 4.10 Worker's Compensation Board Benefits

D 4.10.1 All provisions in Clause 10.11 shall apply.

D 4.11 Relocation Allowance

D 4.11.1 All provisions in Clause 10.14 shall apply.

D 4.12 Travel and Subsistence Allowance

D 4.12.1 All provisions in Clause 10.15 shall apply.

D 4.13 Waiver of Tuition

D 4.13.1 All provisions in Clause 10.16 shall apply.

D 4.14 Professional Growth

D 4.14.1 All provisions in Clause 10.17 shall apply.

D 5.0 Termination

D 5.1 Termination of Appointment

D 5.1.1 If during the first six months of any Member's appointment, adequate reasons for termination can be demonstrated, the Member may be terminated with two weeks' notice.

D 5.1.1.1 The Member shall be given an opportunity to discuss with the Vice-President the demonstrated reasons for termination prior to action being taken under Clause D 5.1.1.

D 5.1.2 During a Member's second and subsequent appointments with the College, Article 15.0 shall apply.

D 5.2 Termination of Position

When the temporary position for which the Member has been hired ceases to exist and no other appropriate employment is available at the College, then a severance payment shall be made according to the following schedule:

- a. after completing 40 months of full-time temporary employment in consecutive years, the Member shall receive a severance payment equal to four months' salary;
- b. after completing 80 months of full-time temporary employment in consecutive years, the Member shall receive a severance payment equal to seven months' salary.

D 5.2.1 Notwithstanding Clause D 5.2 above, a Member may, after consulting with the Executive of the Academic Staff Association, elect to postpone payment of the severance pay for three months, if the Member determines that an appropriate position may become available during this period. The Member shall lose his/her rights to the severance pay, if a full-time position is accepted. If no full-time

position is available after the three month period, the Member shall be entitled to the severance pay according to Clause D 5.2.

D 6.0 Grievance Procedures

D 6.1 All provisions in Article 16.0 shall apply.

D 7.0 Copyright

D 7.1 All provisions in Article 17.0 shall apply.

D 8.0 Participatory Governance

D 8.1 All provisions in Article 18.0 shall apply.

# **APPENDIX III**

## **RETIREMENT INCENTIVE PROCEDURES**

## E 1.0 Preamble

The Retirement Incentive is designed to create the opportunity for faculty renewal and meet College operational requirements. This Retirement Incentive is a privilege and not a right. The purpose of this statement is to set out the process and circumstance under which the Academic Staff Members who wishes to do so may apply to access the Retirement Incentive.

## E 2.0 Eligibility

- 2.1 An applicant for the plan must:
  - 2.1.1 be a tenured Academic Staff Member,
  - 2.1.2 be at least fifty five (55) years of age at the time of application,
  - 2.1.3 be at maximum salary in his/her category of qualification, and
  - 2.1.4 have fifteen (15) or more years of service as an Academic Staff Member with the College.

## E 3.0 Notification

- 3.1 The Retirement Incentive window will be open between February 1 and February 15 each year. The President will specify by February 1 the minimum number of retirements that may be approved that year. At least one retirement incentive application will be approved each year.

## E 4.0 Application

- 4.1 Members shall consult with the Human Resources Department on details of eligibility and benefits provided.
- 4.2 Application shall be made on a Retirement Incentive application form submitted to the Human Resources Department prior to February 15.

## E 5.0 Date of Retirement

- 5.1 The date of early retirement shall normally be August 14, or approximately the end of the academic year. The exact date is to be coordinated with the commencement of Local Authorities Pension Plan benefits.

- 5.2 For the application of this Appendix, the age of the Member on August 14 of the year in which retirement is to be effective shall be used.

#### E 6.0 Retiring Allowance

- 6.1 Members approved for the Retirement Incentive shall be eligible to receive a one-time retiring allowance equal to 55% of his/her annual salary for the year in which application for this Retirement Incentive is made.

#### E 7.0 Benefits

- 7.1 Participants may elect to maintain certain health-related benefits under the College Group Plan, subject to approval of the current insurer, from the date of retirement to age sixty-five (65) provided that:

- 7.1.1 written notification of the intent to continue benefit coverage is provided to the Human Resources Department six (6) weeks prior to the date of retirement,
- 7.1.2 the Member prepays the total premium cost annually,
- 7.1.3 the Member remains a resident of Canada,
- 7.1.4 the Member does not become eligible for comparable benefits with another employer; and
- 7.1.5 the Member does not commence full-time employment with another employer.

- 7.2 Participants may elect to continue prepaid benefit coverage of all or none of the following benefits, provided that the Member is covered by the benefit more than six (6) months prior to the date of retirement:

- 7.2.1 Extended Health Care (no maternity benefits or nursing home coverage)
- 7.2.2 Dental Plan: Basic (80%) - unlimited maximum;  
Major Restorative (50%) - maximum of \$2000.00 per calendar year,
- 7.2.3 Life Insurance to a maximum of \$50,000.00,
- 7.2.4 Accidental Death and Dismemberment Insurance to a maximum of \$50,000.00, and/or
- 7.2.5 Optional Life Insurance.

E 8.0 Approval

- 8.1 Applications for retirement incentive shall be reviewed and approved by a Retirement Incentive Committee prior to March 6.

E 9.0 Appeals

- 9.1 Any Member may appeal a decision of the Retirement Incentive Committee as per Article 16. The Member must initiate the process under 16.2.1 within ten (10) days of the President's endorsement/or not of the Committee recommendations.

E 10.0 Retirement Incentive Committee

- 10.1 Membership of the Retirement Incentive Committee shall be as follows:

10.1.1 the Vice President Academic as chairperson,

10.1.2 the Chairperson of the Department from which the Member is applying, and

10.1.3 two (2) Academic Staff Members nominated by the Association Executive who are not Members within the Department of the applicant.

- 10.2 Criteria to be used in selection applicants shall be as follows:

10.2.1 renewal of staff,

10.2.2 College operational requirements,

10.2.3 cost recovery to the College,

10.2.4 impact on the Department

10.2.5 program planning, and

10.2.6 seniority

- 10.3 Where there is variance from the above conditions, such variance must be approved by the President.

10.4 The Retirement Incentive Committee shall forward its recommendation to the President by March 8.

## E 11.0 Post-Retirement Re-Employment

- 11.1 A member who is granted a Retirement Incentive may be hired by the College on a part time basis not to exceed one-half (0.5) of a full time workload and would be hired at an experience increment level seven (7) on the salary grid.

# **APPENDIX IV**

## **TERMS OF REFERENCE**

### **INDIVIDUALIZED PROFESSIONAL ENHANCEMENT FUND**

It is recognized that Individualized Professional Enhancement (IPE) is essential to the maintenance of academic standards at Grande Prairie Regional College. The IPE Fund (the Fund) is intended to assist Members in attending conferences, seminars, workshops of significance to their discipline or field of college service, to participate in college-wide in-service activities, to engage in research and publication and for the purchase of equipment relevant to IPE.

F 1.0 Professional Growth Committee

F 1.1 The Professional Growth Committee shall be composed of three Academic Staff Members having full-time continuing appointments, elected in accordance with procedures established by the Academic Staff Association (A.S.A.).

F 1.2 The Chairperson of the Committee shall be designated by the A.S.A. at the time of the election of the Committee.

F 2.0 Function

F 2.1 The Committee shall function as a standing Committee subject to the authority of the A.S.A. and will have the following responsibility:

F 2.1.1 to administer professional development funds provided by the College, Academic Staff Association and other sources.

F 3.0 The Individualized Professional Enhancement Fund

F 3.1 The College will contribute \$800 for each full-time annual, continuing or full-time sessional Academic Staff Member as of October 15 each year, and for each full-time equivalent of the part-time annual, continuing, or tenured Members.

F 3.2 The College will match Academic Staff Association contributions, up to \$300 per Academic Staff Association Member in accordance with eligibility as defined in Clause F 3.1.

F 4.0 Fund Allocation

F 4.1 Funds will be available for attending conferences, workshops, seminars, continuing education courses and purchase of equipment relevant to IPE.

F 5.0 Terms and Conditions of IPE Funds

F 5.1 Funds to attend activities may be made to cover registration fees, together

with travel and subsistence in accordance with College policy.

F 5.2 In calculating the amount of funding a Member may receive, the following shall apply.

F 5.2.1 A Member may be eligible to access from the Fund to a maximum of \$1400 for any one year.

F 5.2.2 Slip-year provisions may apply and any unused amount may accumulate to a maximum of \$4200.

F 5.2.2.1 The Member's unused funding allotment, beyond the slip year provision maximum, will be forfeited to the Fund.

F 5.2.2.2 When a Member leaves the employ of the College any Fund allotment accrued to the Member will be forfeited to the Fund.

F 5.2.2.3 Any Funds attributed to F 5.2.2.1 or F 5.2.2.2 should be used to reduce the joint Academic Staff Association/ College matching contributions (F 3.2) to the Fund for the subsequent year.

F 5.2.3 Equipment purchased with IPE Funds will remain the property of the College for three (3) years from the date of purchase, at which time the equipment will become property of the Member.

F 5.2.3.1 If a Member leaves the employ of the College before the three year period has expired, then the Member will have the option to purchase said equipment at fair market value.

F 5.3 When out-of-pocket expenses are expected to exceed \$100, the Committee may approve an expense advance not to exceed \$50 per day.

## F 6.0 Eligibility

F 6.1 First year Members are not eligible for assistance from the fund.

F 6.2 Part-time sessional and part-time temporary Members are not eligible for the fund.

F 6.3 Academic staff with full-time, annual, continuing or tenured appointments in their second year and beyond are eligible for assistance from the fund to a maximum of \$1400.

F 6.3.1 Academic staff with part-time annual and part-time tenured appointments in their second year and beyond are eligible for prorated assistance from the fund.

#### F 7.0 Procedures Governing Applications

F 7.1 All applications shall be submitted in writing to the Chairperson of the Committee.

F 7.2 All applications shall be submitted seven days prior to regular Committee meeting dates.

F 7.3 All applications must include:

F 7.3.1 a copy of the program for the activity and/or statement of purpose and a detailed statement of cost,

F 7.3.2 written authorizations for release time and written support for the application from the appropriate program chairperson or senior administrator.

#### F 8.0 Criteria For Application Assessment

F 8.1 The Committee shall rule on the eligibility for Funds using the following criteria.

F 8.1.1 The activity must have a relationship to the individual's professional growth.

F 8.1.2 The activity must be related to either the present professional position, discipline or any anticipated changes in professional position.

F 8.1.3 The activity may include teaching methodology/teaching function.

F 8.2 The decision of the Professional Growth Committee, respecting the disposition of any application for assistance or claim for reimbursement shall be final subject to authority of the A.S.A.

#### F 9.0 Operational Procedures

F 9.1 Committee meetings will be held on a monthly basis.

F 9.2 Annually, during the first meeting, the Committee will establish the meeting schedule for a full year and the dates, times and locations will be

communicated to all academic staff. Extraordinary meetings may be called by the Chairperson.

F 9.3 The Committee will review all applications in accordance with established criteria.

F 9.4 The Committee shall review expense claims submitted by any Member for an approved activity. The approved claim shall be forwarded to the Director, Financial Services, for disbursement.

#### F 10.0 Duties And Responsibilities Of The Committee Chairperson

The Chairperson of the Committee shall:

F 10.1 chair meetings of the Committee;

F 10.2 ensure that minutes of the meetings of the Committee shall be recorded and circulated to the members of the Committee and to the Executive of the A.S.A.;

F 10.3 advise each applicant as to the disposition of his/her request for assistance from the Fund;

F 10.4 be responsible for maintaining a record of the current financial position of the Fund in consultation with the Office of the Director, Financial Services;

F 10.5 be responsible for maintaining a record of the current eligibility of each Member for support from the Fund in consultation with the Office of the Director, Financial Services;

F 10.6 in consultations with the Director, Financial Services, prepare mid-year statements on December 31 and year-end statements on June 30, summarizing expenditures made from the Fund and the current position of the Fund, for transmission to the A.S.A.; and further, that it be reported to the A.S.A., the nature and type of the professional growth activities granted in the reporting year.

# **APPENDIX V**

## **FOUR FOR FIVE LEAVE PLAN**

### **PROCEDURES**

The College recognizes that from time to time faculty members may wish to take a year of leave for personal/professional development. This FOUR for FIVE LEAVE PLAN (FFL-PLAN) enables Members to save 14% of their salary for each of four years. The College will pay contributions to the benefit programs during the leave's fifth (5) year. The Board of Governors will make a one-time contribution of 24% of the Member's annual salary, pro-rated over the twelve month leave period.

G 1.0 Application for the FOUR for FIVE LEAVE PLAN (FFL-Plan)

- G 1.1 A full-time tenured Academic Staff Member wishing to participate in the FFL-Plan shall make application to the Vice-President before March 31 of the year they wish to begin the FFL-Plan. The Vice-President shall forward all applications to the President with recommendations.
- G 1.2 The College shall notify all applicants as to their status before June 1. Upon approval, the Member shall indicate acceptance within ten (10) days or forfeit the approval.
- G 1.3 Contributions to the FFL-Plan will begin on August 15 of the year of approval and will continue for 48 months.
- G 1.4 Actual commencement of a Four for Five Leave will be upon mutual agreement between the Member and the College, but may not be extended for more than 12 months from the original approved date.
- G 1.5 The College may limit participation in the plan to 5 new entrants every year to a maximum of 20 participants at any one time. By March 15 of each year the President will advise the ASA Executive and Members whether there is a window of opportunity to submit applications for this benefit. When required, selection will be determined by the drawing of lots.

G 2.0 Conditions Governing Participation in the FFL-Plan

- G 2.1 During each of the five years of the FFL-Plan, a participating Member shall maintain coverage of all benefits and insurance plans. Entitlements for salary and related benefits shall be based upon one hundred percent (100%) of the salary the Member would have received if the Member were not a participant in the FFL-Plan. The College and Member shall continue to pay their normal share of premium/contribution costs.
- G 2.2 The Local Authorities Pension Board has deemed that gross salary before deferral is to be considered a Member's annual salary for contribution and pension purposes. College and Member pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the salary grid, for all five (5) years of the FFL-Plan.

- G 2.3 A participating Member shall retain their position and seniority where applicable, and shall receive all benefits.
- G. 2.4 A participating Member may have their Four for Five Leave considered a Professional Leave by making application to the Professional Leave Committee prior to commencing the Leave. In this case the Member shall be granted their normal experience increment for this period of leave.
- G 2.5 Contributions will be deferred during Long-Term Disability, unless otherwise agreed to by the Member and the College.
- G 2.6 The period of leave is both pensionable and insurable subject to the regulations of the Local Authorities Pension Plan, the Canada Pension Plan, the Employment Insurance Act, and Revenue Canada.
- G 2.7 In terms of Member benefits, Vacation days shall not be deemed to be accumulating while a Member is on Leave.

### G 3.0 Contributions and Salary

- G 3.1 During each of the first four years of a FFL-Plan the Member shall contribute 14% of salary to a College-operated savings plan.
- G 3.2 During the Leave period of a FFL-Plan the Member's salary shall be the Member's contribution, plus interest, plus a one-time Board contribution of 24% of the Member's annual salary, pro-rated over twelve(12) months.
- G 3.3 Base annual salaries shall be determined from the salary schedule in effect as of August 15 of each year of the FFL-Plan.
- G 3.4 A participating Member may opt out of the FFL-Plan at any time before March 15 of the Leave year, by notifying the Vice-President in writing. The Member shall then receive in the following month, the principal collected plus accrued interest computed at the rate paid on the College Operating Account. If regulations permit, a Member opting out of the FFL-Plan may request to have this lump sum or portion thereof paid into a Registered Retirement Savings Plan.
- G 3.5 Should a participant die during the period of his contribution to the FFL-Plan; the principle collected plus accrued interest shall be paid to their beneficiary.
- G 3.6 A participating Member cannot opt out after March 15 of the year in which Leave is to commence.

- G 3.7 A participating Member cannot normally prepay the FFL-Plan in order to obtain a more rapid Leave. However, in special circumstances to allow for orderly planning of College business, the College may allow a Member to make their total contributions over a shorter period of time.
- G 3.8 Contributions will normally be made over a consecutive period of months. However, by mutual agreement between the Member and the College, the Member may postpone contributing for a specific period no longer than 12 months.
- G 3.9 A participating Member, while on leave of absence with reduced pay or without pay, may choose to terminate participation, to suspend contributions during the leave of absence, or to continue in the FFL-Plan, provided they pay to the College on a monthly basis the predetermined percent of their regular non-leave monthly salary during the period. These arrangements must be concluded before the Member begins Leave.
- G 3.10 Any person enrolled in the Plan on July 15, 2004 will be governed by the terms of the Plan as it read immediately prior to that date.

**APPENDIX VI**

**FACULTY EVALUATIONS**

**PROCEDURES**

## H 1.0 Preamble

Grande Prairie Regional College promotes excellence in teaching. The attainment and maintenance of teaching excellence includes the evaluation of the elements outlined in the “Criteria for the Evaluation for Teaching Faculty” contained in this appendix. Excellence in teaching depends, in part, on successful faculty evaluation and faculty development programs. All faculty members will participate in an annual evaluation process. *Evaluation* refers to the formal process of performance review undertaken by the College for the purposes of:

- determining whether the member has achieved the required performance standards set out by the College,
- fostering academic excellence,
- determining eligibility for tenure,
- identifying opportunities or requirements for improvement, and the parameters within which employment will continue.

## H 2.0 Purpose

The purpose of faculty evaluation is to aid in faculty development and personnel decisions, and will include information from across the College community. Input will be drawn from the varied perspectives of students, faculty peers, administrators, and the instructor. The student observes the teaching of the instructor on a direct basis. Student evaluations will be given serious consideration in the evaluation of instructors.

## H 3.0 Scope

Criteria for evaluation of faculty will include:

- 3.1 Instructional Responsibilities  
*For instructional positions, the primary, but not exclusive, responsibilities are teaching and curriculum development*
  - Teaching Effectiveness
  - Curriculum Review and Development
  - College Records
- 3.2 Professional Responsibilities  
*Additional professional responsibilities include the following elements:*
  - Contribution to College Activities
  - Professional Activities
  - Other (optional)

## H 4.0 Guidelines

### 4.1 Principles

The following principles will apply to the evaluation process:

- It will be relevant.
- It will promote excellence in instruction.
- It will provide opportunity for feedback from appropriate persons.
- It will provide an opportunity for analysis and feedback from the instructor.
- It will provide open ended feedback.
- It will be timely.

### 4.2 Timelines

4.2.1 Departmental Faculty Evaluation Committees will conduct evaluations of non-tenured faculty at the end of each semester. In addition to the other criteria required by the evaluation policy, every section of every course taught in the academic year by a Sessional, Temporary, Part Time, Annual and Continuing faculty member will be evaluated.

4.2.2 Tenured Faculty: Will have at least one course evaluated each semester. The first tenure review of a tenured faculty member will occur three years after the member has attained tenure status. Thereafter, tenure review will occur every five years. Over the three or five year evaluation period, every course taught will be evaluated.

### 4.3 Faculty on Leave

When a faculty member is on leave during the year that their evaluation is due, the evaluation will occur in the year they return.

### 4.4 Evaluation Review

Review and discussion of performance will occur as follows:

<i>Tenured Faculty:</i>	In the third year of tenure and every fifth year thereafter
<i>Annual and Continuing Faculty:</i>	Each semester
<i>Full time Sessional Faculty:</i>	Each semester
<i>Full time Temporary Faculty:</i>	Each semester
<i>Part time Sessional Faculty:</i>	Each semester
<i>Part time Temporary Faculty:</i>	Each semester

- 4.4.1 Should circumstances warrant, the Dean may require the Departmental Faculty Evaluation Committee to assess the need for an extraordinary evaluation. If necessary, the faculty member will be subject to an extraordinary evaluation.
- 4.4.2 The Chair will meet with new faculty to provide support and development throughout the first year.
- 4.4.3 The Departmental Faculty Evaluation Committee shall complete the assessment portion of the Faculty Evaluation Assessment of the member concerned. The form will include an overall assessment selected from one of the following: Satisfactory to Excellent Performance, Marginal Performance/Needs Improvement and Unsatisfactory Performance.
- 4.4.4 The Dean shall complete the Dean's portion of the Faculty Evaluation Assessment.
- 4.4.5 If the assessment is *Unsatisfactory* or *Needs Improvement*, an Improvement Plan will normally be developed by the Departmental Faculty Evaluation committee and the member concerned. This improvement plan will be developed before May 15.
- 4.4.6 The faculty member will be expected to improve in the areas outlined in the Improvement Plan and will participate in an evaluation in the following year. An unsatisfactory assessment could lead to termination for poor performance. (See: 11.7.4.)
- 4.4.7 The faculty member will sign this report to indicate that they have met with the Departmental Faculty Evaluation Committee and reviewed the Faculty Evaluation Assessment. This will be completed by May 15.

#### H 5.0 Criteria for Evaluation for Faculty

Each Academic Department will establish specific weightings for criteria to be evaluated. Instructional responsibilities will be weighted between 50% and 80%. Professional responsibilities will be weighted between 20% and 50%. Each academic department will determine this weighting by August 31 of each academic year and submit this information to the Vice President Academic through the appropriate Dean for approval.

#### 5.1 Instructional Responsibilities

### 5.1.1 Teaching Effectiveness

- Demonstrate proficiency in the subject area in which instruction is delivered.
- Deliver instruction using teaching strategies that promote learning and stimulate interest in the discipline.
- Use adult education techniques and integrate appropriate educational technology to enhance the learner experience.
- Prepare, administer, evaluate and rate tests and assignments, providing the students with prompt feedback and interpretation of the same.
- Ensure that scheduled commitments are met.
- Maintain a presence in the place of work that is conducive to student consultation.
- Evaluate student progress and achievement through use of valid and effective measurement and feedback methods, and undertake responsibilities to provide a final assessment of each student's competence in the course.

### 5.1.2 Curriculum Review and Development

- Plan and prepare for instruction by reviewing curricula and identifying materials and methodologies that will meet the needs of students.
- Prepare and provide course outlines that will inform students of course content, evaluation methods, progress timelines and any special attendance requirements.
- Facilitate student achievement of learning objectives by creating a positive learning environment and employing appropriate resources, techniques, strategies and methods.
- Participate in course development, program development and the modification of courses and programs.
- Participate in collaborative program development, planning and administration.

### 5.1.3 College Records

- Ensure that records are kept and provided as required by College procedures and policies.
- Maintain confidentiality and security of student information and other records.

## 5.2 Professional Responsibilities

Additional professional responsibilities may include the following elements:

### 5.2.1 Contribution to College Activities

- Contribute to student recruitment and retention.
- Project a positive image and maintain good public relations.
- Participate in curriculum projects/committees, as appropriate.
- Participate in Department meetings, projects and work towards College and Department goals.
- Adhere to College policies and procedures.
- Participate in the College Open House and other such GPRC events as may be necessary to provide students, prospective students and the general public with knowledge of the GPRC.
- Participate on industry and professional program advisory committees.

### 5.2.2 Professional Activities

- Participate in ongoing, College approved professional development.
- Maintain awareness of current adult learning theory.
- Maintain relevant professional organization memberships.
- Network with colleagues.
- Assist in the delivery of professional development activities to the College, the community and Industry.
- Establish working relationships with agencies/institutions.
- Help students identify community resources.
- Use knowledge of community resources to expand teaching and learning. Promote active citizenship.

### 5.2.3 Other (Optional)

May include but not limited to the following:

- Advocate and promote adult education in the community.
- Participate and contribute to the community, thereby acting as an ambassador of the College.
- Conduct research activities.

## H 6.0 Faculty Evaluation Procedures

The following procedures will be followed by the Departmental Faculty Evaluation Committee:

### 6.1 Procedures

The evaluation process will be administered by the Departmental Chair's office.

6.1.1 Faculty members will notify the Chair's office of their selection of courses to be evaluated before the first day of classes.

#### 6.1.2 Student Feedback

The student evaluations will be administered by the Departmental Administrative Assistant(s), or designate(s), (e.g. faculty member, lab assistant).

6.1.2.1 The completed evaluations are provided to the Vice-President's office or designate to process the scantrons and type students' written comments.

6.1.2.2 The Vice President's office will provide the collated summary documents to the Chair's office and Human Resources by December 15 in the fall semester and April 15 in the winter semester.

6.1.2.3 Faculty may pick up their copies of the summary documents from the Chair's office, after they have turned in their marks.

6.1.2.4 For programs that are 15 weeks in length, student feedback will be obtained by November 20 in the fall semester and March 20 in the winter semester.

6.1.2.5 For shorter term or irregular programs, student feedback will be obtained at approximately the 2/3 mark of the program.

#### 6.1.3 Peer Evaluation Report

The faculty member will nominate two (2) peer evaluators for approval by the Department at a Department meeting prior to January 31<sup>st</sup>. Peer evaluations will be completed by April 1 of the member's evaluation year or tenure application year with a copy going to the member.

#### 6.1.4 Self Report

An one or two page document of activities over the evaluation period will be prepared and will include strengths and areas of improvement. The report will be provided to the departmental Chair by April 25 of each year.

## 6.2 Departmental Faculty Evaluation Committee Assessment

6.2.1 The Departmental Faculty Evaluation Committee will review all information including:

- 6.2.1.1 Student Feedback
- 6.2.1.2 Annual Self Report
- 6.2.1.3 Peer Evaluation Report

6.2.2 Prepare a Faculty Evaluation assessment of the results for the current semester/year.

6.2.3 If necessary, develop an Improvement Plan including:

- Timelines
- Specified target performance measures
- Support measures required
- Follow up by the Chair

6.2.3.1 The Improvement Plan will be documented with a copy on the faculty member's file in Human Resources. An evaluation will be conducted in the following year to monitor performance in the areas that require improvement.

## H 7.0 Annual Chairperson Evaluation Procedures

### 7.1 Role Description

7.1.1 A Department Chairperson is a faculty member who is selected according to the process outlined in the Academic Staff Association Collective Agreement.

7.1.2 The Department Chair is responsible to the Dean for coordination and delivery of programs in the Department.

### 7.2 Preamble

Clause 5.5.5 of the Academic Staff Association Collective Agreement requires that an annual Chairperson evaluation be administered. In the case of a Chairperson in their third year of the appointment, the evaluation shall take place by March 1. In all other situations, the evaluation will occur by May 31 of each year.

### 7.3 General Procedures

7.3.1 The Dean's Office will circulate the *Chairperson Evaluation Questionnaire* and the *Chairperson Self Evaluation Form* during the two

week period ending no later than April 22.

7.3.1.1 This will occur by January 31 for the evaluation of Chairpersons in their third year of the appointment.

7.3.1.2 The questionnaire will be sent to and completed by:

- All Department members
- The Departmental Administrative Assistant
- The Dean
- The Executive Director, Human Resources
- The Dean, Student Experience
- Other individuals as determined by the Chair and the Dean
- Chair of Library Services

7.3.1.3 The Chairperson will complete the self evaluation and provide it to the Dean's Office by April 22 (January 31 in the third year).

7.3.1.4 Tabulation of results will be completed by April 30 (February 5 in the third year).

### 7.3.2 Review Committee Composition

7.3.2.1 The Divisional Dean as Chairperson

7.3.2.2 One Chairperson from another Department, selected by the Chairperson under review. The Chairperson will notify all Department Members of this selection.

7.3.2.3 Two tenured members of the Department selected at a Department meeting.

### 7.3.3 Review Committee

7.3.3.1 The Committee shall meet with the Chairperson under review no later than May 25 (February 25 in the third year). Five days before this meeting, all committee members shall receive, in writing:

- Tabulated results of the evaluation questionnaire
- Summary of written results
- Chair's Self Report

7.3.3.2 At the meeting, the Committee will:

- Verify the accuracy of the tabulated results
- Provide verbal, formative feedback to the Chairperson, based on the summary of written results

7.3.3.3 The Dean will provide a written evaluation of the Chairperson's performance taking into account the Committee's recommendations.

#### 7.3.4 Documentation

7.3.4.1 Copies of the completed evaluation will be provided to the Chairperson and to Human Resources

7.3.4.2 If the Chairperson disagrees with the evaluation, the Chairperson may place a written rebuttal on his/her Human Resources file and shall provide a copy to the Dean.

### 7.4 Chairperson Evaluation Process

7.4.1 The Chairperson provides to the Dean's office the names of the Chair Review Committee members approved by the department.

7.4.2 Once all information is confirmed and the Chairperson Review form is complete, the Dean's office will prepare envelopes and scantron sheets.

7.4.2.1 The Dean's office will complete the NAME and relevant department name sections on each scantron sheet

7.4.2.2 In the Student ID section, print and fill in code number with pencil

CODES	0-	Self
	1-	Dean
	2-	Department Members
	3-	Executive Director, Human Resources Dean, Student Experience Chair, Library Services Departmental Administrative Assistant Other individuals as determined by the Chair and the Dean.

7.4.2.3 The Dean's office will organize the Chair Review Committee Meetings as per timelines outlined in 7.3.3.

**FACULTY SELF REPORT FORM**

---

---

Name: \_\_\_\_\_ Department: \_\_\_\_\_

Evaluation period: \_\_\_\_\_ Date completed: \_\_\_\_\_

---

---

*To be completed and returned to the Departmental Chair's office by April 25.*

**INSTRUCTIONAL RESPONSIBILITIES**

Teaching Effectiveness

Curriculum Review and Development

College Records

**PROFESSIONAL RESPONSIBILITIES**

Contribution to College Activities

Professional Activities

Other (Optional)

Strengths/Areas of Improvement

Member's Signature \_\_\_\_\_ Date: \_\_\_\_\_

## FACULTY EVALUATION ASSESSMENT

*To be completed by the Departmental Faculty Evaluation Committee and the Dean, then discussed and finalized with the faculty member.*

---

**Faculty Member:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Type of Appointment:**  Part time  Sessional  Full time

Temporary  Annual  Continuing  Tenured

**Period Being Evaluated:** \_\_\_\_\_ to \_\_\_\_\_

---

### ***Results of Data Collected***

#### **INSTRUCTIONAL RESPONSIBILITIES**

Teaching Effectiveness

Curriculum Review and Development

College Records

#### **PROFESSIONAL RESPONSIBILITIES**

Contribution to College Activities

Professional Activities

Other (optional)

**Performance Conclusions:**

- |                                       |                    |                                |                               |
|---------------------------------------|--------------------|--------------------------------|-------------------------------|
| 1. Teaching Effectiveness             | Unsatisfactory ( ) | Marginal/Needs Improvement ( ) | Satisfactory to Excellent ( ) |
| 2. Curriculum Review and Development  | Unsatisfactory ( ) | Marginal/Needs Improvement ( ) | Satisfactory to Excellent ( ) |
| 3. College Records                    | Unsatisfactory ( ) | Marginal/Needs Improvement ( ) | Satisfactory to Excellent ( ) |
| 4. Contribution to College Activities | Unsatisfactory ( ) | Marginal/Needs Improvement ( ) | Satisfactory to Excellent ( ) |
| 5. Professional Activities            | Unsatisfactory ( ) | Marginal/Needs Improvement ( ) | Satisfactory to Excellent ( ) |

**OVERALL EVALUATION CONCLUSION:**

- |   |     |
|---|-----|
| <b>Satisfactory to Excellent Performance</b>  | ( ) |
| <b>Marginal Performance/Needs Improvement</b> | ( ) |
| <b>Unsatisfactory Performance</b>             | ( ) |

***If necessary: "Improvement Plan" to address areas requiring improvement***

***Dean's Comments:***

**Dean's Assessment:**

- |   |     |
|---|-----|
| <b>Satisfactory to Excellent Performance</b>  | ( ) |
| <b>Marginal Performance/Needs Improvement</b> | ( ) |
| <b>Unsatisfactory Performance</b>             | ( ) |



## FACULTY PEER EVALUATION REPORT

---

---

Peer Evaluation For: \_\_\_\_\_

Completed by: \_\_\_\_\_

Academic Year: \_\_\_\_\_ Date completed: \_\_\_\_\_

*When completing this evaluation report, refer to the Criteria for Evaluation for Teaching Faculty.*

**NOTE:** *Each peer evaluator shall observe at least one class. The instructor being evaluated may choose to invite the evaluator to more than one class.*

---

---

**Course Observed:**

**Date Observed:**

### **INSTRUCTIONAL RESPONSIBILITIES**

Teaching Effectiveness

Classroom Observation

Curriculum Review and Development

College Records

## **PROFESSIONAL RESPONSIBILITIES**

Contribution to College Activities

Professional Activities

Other (Optional)

## **INSTRUCTIONS FOR CLASSROOM ADMINISTRATION OF STUDENT FEEDBACK**

Student evaluations will be administered by the Departmental Administrative Assistant(s) or designate(s) by **November 20** (fall semester) and by **March 20** (winter semester) and forwarded to the Vice President Academic office or designate. Collated results will be forwarded to the Departmental Chair by **December 15** (fall semester) and **April 15** (winter semester).

For programs that are 15 weeks in length, student feedback will be obtained by November 20 in the fall semester and March 20 in the winter semester.

For shorter term or irregular programs, student feedback will be obtained at approximately the 2/3 mark of the program.

### **Procedure**

1. Hand out the student questionnaire, the student feedback forms and pencils.
2. Read the standardized instructions to students (see below).
3. Instruct the students to write the course name and number on the form.
4. Collect the completed forms, and pencils.
5. Place the completed forms in the envelope and seal it.
6. Return the sealed envelope and pencils to the Departmental Administrative Assistant.

### **Please read the following statement to each class**

Students are asked to complete the student feedback form for each instructor at the College. The views that students express on this form are **seriously considered in the evaluation of the instructor.**

Write the course name and number and the instructor's name on the form, but do not put your name on the form. When you have finished, place the form in this envelope. When I have all the forms in the envelope, I will seal it and take it directly to the department office. The results will not be given to the instructor until final grades have been submitted to the Registrar's Office.

Please answer the questions as thoughtfully, honestly and specifically as you can. If you feel you cannot answer a question, you may leave it blank.

Your views are very important. Completing the form will likely take about 15 minutes, but please take as much time as you need.

Thank You.

## FACULTY EVALUATION: STUDENT FEEDBACK FORM

The purpose of this instrument is to gather student feedback about your instructor's teaching performance and about the design of this course.

**TEACHING:** Please answer the following questions about how this course was taught:

	Strongly Disagree	Disagree	Mildly Disagree	Mildly Agree	Agree	Strongly Agree		Not Applicable
1. The instructor effectively inspired students to learn								
2. The instructor used appropriate learning strategies for the course material.								
3. The instructor's explanations and examples were clear								
4. The instructor used class time effectively								
5. The instructor followed the course outline								
6. The instructor created and maintained a positive classroom environment								
7. The instructor was available to help during posted office hours.								
8. The instructor graded tests, assignments, projects, etc. fairly								
9. The instructor returned graded assignments and tests within a reasonable time frame								
10. Overall, the instructor was effective								

## COURSE DESIGN

Please answer the following questions about how this course was designed:

	Strongly Disagree	Disagree	Mildly Disagree	Mildly Agree	Agree	Strongly Agree		Not Applicable
11. The teaching materials/resources were effective for learning the material.								
12. The course delivery methods were appropriately varied.								
13. The evaluation instruments effectively measured my learning.								
14. The required course materials were appropriate.								

**Course Evaluation:** *The following questions refer to the course, not the instructor.*

	Required	Optional	Don't Know
15. In my program of studies, this course is			

	Much Higher	Higher	Slightly Higher	Slightly Lower	Lower	Much Lower		Don't Know
16. Relative to the other courses I have taken, the difficulty of this course is								
17. Relative to other courses I have taken, the required workload for the course is								

*Please answer the following questions*

**TEACHING**

19. The instructor's teaching strengths were

---

20. The instructor could improve his or her teaching by

---

21. Do you have any other comments about how this course was taught?

---

**COURSE DESIGN**

22. The best things about this course were

---

23. The course could be improved by

---

24. Do you have any other comments about how this course was designed?

**GRANDE PRAIRIE REGIONAL COLLEGE**  
Chairperson Evaluation

---

---

**QUESTIONNAIRE**

Rating Scale	Very ineffectively	1
	Ineffectively	2
	Adequately	3
	Effectively	4
	Very effectively	5
	Not applicable/Don't know	No Score

---

---

Use the above rating scale to complete the following statements:

**Provides leadership in the form of planning, organizing and coordinating in collaboration with faculty by:**

1. developing common goals, shared vision and direction
2. making recommendations regarding new program development
3. developing and maintaining curriculum with the department
4. developing timetable, workload and budget

**Provides leadership and support through:**

5. department orientation and mentoring for new faculty
6. communication with department faculty and staff
7. assisting faculty to link their work with department and college directions
8. encouraging and supporting ongoing professional development of faculty and staff
9. the collection of data for faculty evaluation.

**Provides leadership in the promotion of a climate of continuous learning, student development and student success in cooperation with service departments including:**

10. supporting recruitment strategies
11. developing and implementing retention strategies
12. handling concerns related to curriculum issues
13. providing consultation regarding student and faculty concerns
14. identifying and planning for changing student needs
15. providing or facilitating academic advising

**Provides leadership in the advocacy and liaison of College programs with bodies internal and external to the College by:**

16. facilitating communication between the department and College administration
17. consulting with other college academic departments and service areas
18. coordinating department communication
19. acting as the contact person for consultation with relevant regulatory and professional associations and collaborative bodies.
20. acting as liaison with the Program Advisory Committee
21. acting as liaison with practicum/field placement agencies

**Contributes towards development and implementation of plans within the department and College by:**

22. ensuring that department feedback, issues and concerns are communicated to the Dean
23. ensuring that College and department directions are shared with department staff
24. participating in College wide committees or initiatives

**Assists the Dean by:**

***NOTE: Questions 25-28 to be completed by the Dean only.***

25. providing assistance in Divisional initiative as requested.
26. providing departmental information to the Dean
27. providing support to the Dean.
28. assisting in program evaluation

**This Chairperson's areas of strength include:**

**This Chairperson could improve his/her performance in the following areas:**

**Outside factors which significantly affected this Chairperson's efforts this year:**

## CHAIRPERSON EVALUATION ASSESSMENT

*To be completed by the Dean, after the Chair Review Committee meeting, then discussed and finalized with the Chairperson.*

---

**Chairperson:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Term of Appointment:** \_\_\_\_\_

**Period Being Evaluated:** \_\_\_\_\_ to \_\_\_\_\_

---

### RESULTS OF DATA COLLECTED

**Program Maintenance and Development** (questions 1 to 4)

**Faculty Support and Development** (questions 5 to 9)

**Student Success** (questions 10 to 15)

**Internal and External Liaison** (questions 16 to 21)

**Departmental and College Planning** (questions 22 to 24)

**Assists the Dean** (questions 25-28)

**Objectives for the following evaluation period** (to be completed by the Dean in consultation with the Chairperson)

**Dean's assessment comments**

---

**Dean's overall assessment:**

**Satisfactory to Excellent Performance** ( )  
**Marginal Performance/Needs Improvement** ( )  
**Unsatisfactory Performance** ( )

---

---

Signed

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Date

I acknowledge that I have read the above assessments and comments.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

**GRANDE PRAIRIE REGIONAL COLLEGE**  
Chairperson Self Evaluation

---

---

Areas of Strength:

Leadership growth/challenge areas:

Outside factors which significantly affected my work as a department chair this year:

Challenges faced by my department:

Professional Development Plan (leadership):

\_\_\_\_\_  
**Chairperson Signature**

\_\_\_\_\_  
**Date**

# INDEX

## INDEX

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Academic Council (Definition)	1.1.1
Academic Freedom	5.1.5
Academic Responsibilities	9.0
Academic Service Appointment (Definition)	1.1.2
Academic Staff Appointments	5.0
Procedures for Establishing Academic Staff Appointments	5.2
Academic Staff Member (Definition)	1.1.4
Administrative Stipends	8.6
Adoption Leave/Maternity	10.12.8
Adoption Leave/Paternity	10.13.6
Alberta Health Care	10.8
Premiums	10.8.1
For Part-time Tenured Members	10.8.2
Annual Appointment (Definition)	1.1.5
Annual Assignment/Workload	9.0
Application of Agreement	2.1
Application of Articles	2.4
Arbitration (Collective Bargaining)	4.11
Grievance Arbitration Procedures	16.4
Assignment (Definition)	1.1.6
Association Dues	8.9.1
Association Recognition	3.0
Benefits	
Alberta Health Care	10.8
Canada Pension Plan	10.5.1
Extended Health and Dental	10.9
Full-time Sessional/Temporary or Annual Appointments	5.6
Life Insurance	10.7
- part-time sessional life insurance	10.7.6
Long-Term Disability	10.7
Local Authorities Pension	10.5
Part-time Annual, Continuing or Tenured Faculty	5.2.10
	10.5
Worker's Compensation Benefits	10.11

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Bereavement Leave (see Personal Leave)	10.4
Binding Effect of the Agreement	19.0
Board (Definition)	1.1.7
Canada Pension Plan	10.5.1
Chairpersons	
Definition	1.1.17
Administrative Stipends	8.6.1
Appointment of Chairperson	5.5
Release Time	8.6.2
Term of Appointment	5.5.5
Termination of Chairperson	5.5.9
See Also Appendix II, D 1.1.2.2 and D 1.1.2.3	
Challenge Exams	8.12
Collective Bargaining Procedures	4.0
Mediation	4.6 - 4.10
Arbitration	4.11
College (Definition)	1.1.8
College Year (Definition)	1.1.9
Compassionate Leave (see Personal Leave)	10.4
Confirmation of Appointment	5.2.5
Contact Hours	
Definition	1.1.10
Continuing Appointment (Definition)	1.1.11
Copyright	17.0
Death In Service	10.10
Definitions	1.0
Dental Care	10.9
Departmental Faculty Evaluation Committee (Definition)	1.1.19
Discrimination	3.2
Sexual Orientation	5.1.6
Dismissal of Member	15.0
Definition	1.1.15
Conditions	15.1
Procedures	15.2
Severance Paid	15.3
Dispute (See Grievance Procedures)	16.0
Division (Definition)	1.1.16

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Duration of Agreement	2.2
Early Resignation	6.3
Evaluation	5.1.3
Appendix VI-Faculty Evaluation Procedures	
Extended Health Insurance	10.9
Four For Five Leave Plan	
Appendix V - Four for Five Leave Plan	
Policies and Procedures	
Full-time Sessional Appointment	5.2.6
Definition	1.1.29
Replacing Member on Leave	5.2.6.1
Full-time Temporary Appointment (See Appendix II)	
Definition	1.1.33
Grievance Procedures	16.0
Arbitration Procedures	16.4
Definition of Dispute, Disagreement or Grievance	16.1
Individual Grievance	16.1.1 a.
Policy Grievance	16.1.1 b.
Reassignment Grievance	16.1.1 c.
Resolution of Grievance	16.2
Individual Grievance	16.2.1
Policy Grievance	16.3
Reassignment Grievance	16.5
Health Care	10.9.3
Holiday Period	10.2
Hospital Care	10.9.4
Illness (see Sick Leave)	10.3
Increments	
At Initial Appointment	8.3
After Initial Appointment	8.5.1
Initial Appointment	
Definition	1.1.20
Determining Years of University Education or	
Equivalent at Initial Appointment	8.1.2 & 8.2
Evaluating Relevant Professional Experience for	
Determining Increments at Initial Appointment	8.3
Intellectual Property Rights (see Copyright)	17.0
Job Sharing	5.2.8 c)
	5.2.8.1/5.2.8.2
Definition	1.1.21

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Job Splitting	5.2.8 c) 5.2.8.1/5.2.8.2
Definition	1.1.22
Late Resignation	6.4
Life Insurance	10.7
Premiums	10.7.4
Value Of	10.7.3.1
Part-time sessional/temporary	10.7.1.1
Limitations of Agreement	2.3
Local Authorities Pension Plan	10.5.2
Part-time Annual/Cont/Tenured	5.2.10
Long-Term Disability	10.7
Eligibility for LTD	10.7.1.2
Income Protection	10.7.4.2.1
Premiums	10.7.4
Maternity Leave	10.12
Mediation (Collective Bargaining)	4.6 - 4.10
Membership	5.1.1
Membership Fees	8.9.1
Off Campus Instruction	8.10
Over-the-Counter Drugs	10.9.4.3
Overload Assignments	9.2.4
Paid Holidays	10.2
Part-time Appointment (Definition)	1.1.23
Part-time Temporary Appointment (See Appendix II)	
Definition	1.1.33
Part-time Tenured or Continuing Appointment	5.2.9
Participatory Governance	18.0
Paternity Leave	10.13
Payroll	
Salary Disbursements	8.8
Salary Grids	
2009-2010	
2010-2011	
Payroll Deductions	8.9
Pension Plan	10.5
Permanent Position (Definition)	1.1.24

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Personal Leave	10.4
Procedures for Granting	10.4.2
Physical Activity Centre	10.19
Position Abolishment While on Probation	5.3.5
Prescription Drugs	10.9.4.3
President of the College (Definition)	1.1.25
Probationary Status	5.3
Professional Enhancement	10.17
See Also Appendix IV of Agreement--Terms of Reference, Individual Professional Enhancement Fund	
Professional Leave--Paid	12.0
Benefits	12.3.1
Conditions Governing Paid Professional Leave	12.3
Granting of Professional Leave with Pay	12.1
Return of Service Obligation	12.3.6
Schedule of Financial Assistance	12.3.7
Liability of Financial Assistance Granted	12.3.8
See Also Appendix I--Professional Leave Policies and Procedures	
Professional Leave--Unpaid	13.0
Accumulation of Credit for Subsequent Leaves	13.3
Benefits	13.2
Granting of Professional Leave without Pay	13.1
Resignation While on Unpaid Professional Leave	13.5
Return of Service Obligation	13.4
Program Curtailment	6.6.3
Promotion	5.1.2
Provincial Pension Plan (Local Authorities Pension)	10.5.2
Reassignment (Definition)	1.1.26
Reassignment of Duties for Annual/Continuing or Tenured Appointments	7.0
General Conditions	7.1 - 7.1.3
Procedures for Reassignment	7.2 - 7.2.4
Reduction Procedures	6.6
Departmentally	6.6.1/6.6.2
Program Curtailment	6.6.3
Voluntary Separation Package	6.6.1
Release Time Department Chairpersons	8.6.2
Relocation Allowance	10.14

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Resignation	6.0
Definition	1.1.27
Deadline Date to Resign	6.2
Early Resignation	6.3
Effective Date	6.1.1
Late Notice of Resignation	6.4
Retirement	10.6
See Also Appendix III-- Retirement Incentive: Policies & Procedures	
Retroactive Annual Appointment	5.2.6
Sabbatical Leave	
Paid (See Professional Leave With Financial Assistance)	12.0
Unpaid (See Professional Leave Without Financial Assistance)	13.0
Salary	
Adjusting Salary Entitlement	8.5
Administrative Stipends	8.6
Annual Appointments	5.6
At Initial Appointment	8.1.2
Calculating Salary Entitlement	8.1.1
Determining Years of University Education or Equivalent at Initial Appointment	8.2
Establishing Initial Salary Entitlement	8.4
Evaluating Relevant Professional Experience for Determining Increments at Initial Appointment	8.3
Full-time Sessional Appointments	5.6
Part-time Appointments Salary Calculation	5.6.4
Payroll Deductions	8.9
Salary Disbursement	8.8
Salary Grid	
2009-2010	
2010-2011	
Self-Study Instruction	8.11
Substitute Instructor	5.6.5
Self-Study Instruction	8.11
Semester (Definition)	1.1.28
Seniority Defined	6.6.2
- Non-Academic Service prior to August 15, 1999	6.6.2
Sessional Appointment (Definition)	1.1.29
Severance Payment	
Annual Appointment	6.5
Dismissal of Member	15.3
Full-time Sessional Appointment	6.5

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Tenured Appointments	
As result of formal changes in programs/services or insufficient enrolment	11.7.3
Unsatisfactory Performance	11.7.4
Sick Leave	10.3
Doctor's Certificate	10.3.1.5
Mental Condition	10.3.1.7/10.3.1.8
Physical Condition	10.3.1.7/10.3.1.8
Sick Leave Entitlement	10.3.1.1/10.3.1.2
Sick Leave Coverage	10.3.1.4
Special Leave	10.4.3.1
Stipends	
Challenge Exams	8.12
Department Chairpersons	8.6.1
Off-Campus Instruction	8.10
Substitute Instructor (including salary)	5.6.5
Supplementary Benefits	10.0
Suspension of Member	
Definition	1.1.30
Conditions	14.1
Procedures	14.2
Temporary Position (Definition)	1.1.33
See also Appendix II	
Tenure	11.0
Academic Qualifications Required for Granting of Tenure	11.5
Application Deadline	11.2.1
Award of Tenure	11.2
Minimum Qualifications Required for Tenure	11.5
College Wide Standards for the Awarding of Tenure	11.4
Committee Membership	11.3
Credit of Part-time Appointments for Tenure Purposes	5.4.4
Credit of Full-time Sessional Appointments for Tenure Purposes	5.4.2
Definition	11.1.1
Eligibility for Tenure	5.4
Recommendation to the Board of Governors	11.6
Termination of Appointment for Tenured Members	11.7
Tenured Appointment (Definition)	1.1.31

<b><u>ITEM</u></b>	<b><u>ARTICLE/CLAUSE</u></b>
Termination	
Definition	1.1.32
Chairperson	5.5.8
During first 6 months of probation	5.3.3
Effective Date For Continuing/Tenured Appointments	6.1.1
Deadline for Terminating Continuing Appointments	5.3.4
Position Abolishment, Probationary Members	5.3.5
Due to Program Curtailment	6.6.3
Reduction Procedures	6.6.1/6.6.2
Severance Payments (full-time sessional/annual appointments)	6.5
Tenured Members	11.7
Through Dismissal	11.7.2
- See also Article 15.0	
Through formal changes in programs/services or insufficient enrolment	11.7.3
Through Unsatisfactory Performance	11.7.4
Travel and Subsistence Allowance	10.15
Tuition Waiver	10.16
Vacation	
Annual/Continuing Appointments	10.2.2
Full-time sessional	10.2.3
Scheduled Vacation Time	10.2.4
Vacation Pay	10.2.2
Vision Care	10.9.4.4
Worker's Compensation Board Benefits	10.11
Workload Criteria	9.2
Contact Hours	9.2
Overload Assignments	9.2.3/9.2.4
Part-time Annual/Continuing/Tenured Appointment	5.2.9
Professional Development	9.2.5