

COLLECTIVE AGREEMENT
between
THE LETHBRIDGE COLLEGE
BOARD OF GOVERNORS
and
THE LETHBRIDGE COLLEGE
FACULTY ASSOCIATION

JULY 1, 2007 - JUNE 30, 2010

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1 DEFINITIONS

The following words and phrases where they may appear within the Collective Agreement shall have the meanings hereinafter stated:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 **"Position"** means the collection of specific duties and tasks assigned to an Academic Staff Member (Employee).
- 1.3 **"Employee"**, "Staff Member" or "Academic Staff Member" is an individual employed by the College in an academic Position designated by the Board in one of the following classifications:
 - 1.3.1 **"Continuing Full Time Employee"** is a full time Employee in a continuing Position and has completed the two (2) year probationary period;
 - 1.3.2 **"Continuing Part Time Employee"** is a part time Employee in a continuing Position working between fifty (50) to ninety (90) percent of a full time instructional load and has completed the two (2) year probationary period. Each Continuing Part Time employee will be advised prior to July 1 each year of any change in the percentage for that academic year;
 - 1.3.2.1 **"Term Certain Employee"** is a full time or part time Employee contracted for a specified term;
 - 1.3.2.2 **"Probationary Employee"** is a full time or part time Employee in a continuing Position that has not completed probation;
 - 1.3.3 **"Casual Employee"** is a part time Employee in a non-continuing position paid on an hourly basis, and who works fifty (50) percent or less, of a full time instructional load, as per 1.3.1;
 - 1.3.3.1 By mutual agreement between the Board and the LCFA, a Casual Employee may be granted a workload beyond fifty (50) percent;
 - 1.3.4 Subject to **Article 6 "Termination or Redundancy of Academic Staff Member"**, a Position and/or an Employee may be reclassified between Casual and Term Certain, during an academic year.
- 1.4 **"Administrator"** for each academic Program Cluster shall mean one of:
 - 1.4.1 appropriate Vice-President; or
 - 1.4.2 Dean; or
 - 1.4.3 another academic person (not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association.
- 1.5 **"Board"** shall mean the Board of Governors of Lethbridge College or its designee;

- 1.6 **"Collective Agreement"** shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Article 20 of this Agreement;
- 1.7 **"College"** shall mean the Lethbridge College and, where the context requires, the Board of Governors of the Lethbridge College;
- 1.8 **"Faculty Association"** or **"LCFA"** shall mean the Academic staff association as established or continued under Section 85 of the Post Secondary Learning Act;
- 1.9 **"Instructional Term"** means a period of time in which a major unit of instruction is delivered. The College Academic Year is divided in terms whose normal lengths are:
- | | |
|-------------|----------------------------|
| Summer Term | July through August |
| Fall Term | September through December |
| Winter Term | January through April |
| Spring Term | May through June |
- 1.10 **"Program Cluster"** is defined as an academic unit consisting of a group of academic programs or services under the direction of an Administrator;
- 1.11 **"Working Day"** shall mean any day on which the College is open to the public except for Saturdays, Sundays or general holidays listed in Section 16.6 "General Holidays".

2 TERM AND GENERAL CONDITIONS

- 2.1 This Agreement shall remain in force for a period of three (3) years, from July 1, 2007 to June 30, 2010, and thereafter until a new Agreement is reached between the parties hereto, or until amendments are made by the parties by mutual agreement, or until a compulsory arbitration board has rendered an award and a new Agreement has been executed pursuant to such award.
- 2.2 This Collective Agreement shall be applied to all Academic Employees and shall supersede any previous agreement or Board policy affecting conditions of employment. Where there is a conflict between the provisions of this Collective Agreement and Board policy, the Agreement shall govern. The term Academic Staff Member or Employee shall include counsellors and Learning Assistant Specialists except where otherwise provided.
- 2.3 Any policies proposed by the Board during the life of this Collective Agreement which alter the conditions of employment agreed to herein shall be referred to the Lethbridge College Faculty Association. Such proposed policies will be implemented only when agreed to by both parties.
- 2.4 The headings are to be included as part of the Agreement.

2.5 DISCLOSURE OF PERSONAL INFORMATION (F.O.I.P.P.)

2.5.1 Access to information subject to the Freedom of Information and Protection of Privacy Act, the President of the College agrees to allow electronic or hard-copy access to only the personal information of Academic Staff Members contained in the college's management information system that is necessary for the purposes of carrying out the functions of the LCFA. The information provided to the LCFA by the College will consist of the following information regarding each Academic Staff Member:

- 2.5.1.1 first and last name,
- 2.5.1.2 mailing address,
- 2.5.1.3 classification,
- 2.5.1.4 centre or program to which the Staff Member is assigned,
- 2.5.1.5 salary grid placement,
- 2.5.1.6 employment start and stop dates,
- 2.5.1.7 home telephone number,
- 2.5.1.8 email address.

2.5.2 The above information will be provided on an annual basis by the College to the LCFA during the month of July. Changes to personal information and information regarding new hires, reassignment, changes in workloads and terminations will be provided to the LCFA within ten (10) working days after the first calendar day of each month.

2.5.3 The College shall provide to the LCFA a copy of all letters of appointment for each Academic Staff Member and this information will be sent to the LCFA at the same time it is issued to the Academic Staff Member.

2.5.4 The LCFA will use the information obtained from the College only for the following purposes:

- 2.5.4.1 managing and administering the Association's programs and activities;
- 2.5.4.2 sharing aggregated personal information with Alberta Colleges Institutes Faculty Association (ACIFA).

2.5.5 Protection of Personal Information

- 2.5.5.1 Disclosure of personal information obtained from the College will only take place when individual consent has been obtained in writing.
- 2.5.5.2 The LCFA will protect personal information from unauthorized access, use, or disclosure by the staff, agents or contractors under the direct control of The LCFA.
- 2.5.5.3 The LCFA will maintain personal information obtained through this section in a secure manner.

- 2.5.5.4 The LCFA will furnish the College President promptly with full details of any unauthorized access, use or disclosure of the personal information to the extent known, and take all reasonable care to prevent a recurrence.
- 2.5.5.5 Prior to disposal of any media containing personal information, the LCFA will ensure that such information contained thereon has been erased or destroyed and that a record of all disposal is kept.
- 2.5.6 **Security of Access** - Access to the personal information obtained through this section will be provided where possible through electronic means using equipment and systems approved by the College President. The College President reserves the right to update, change or modify any technology that is used for the recording, storage and transmission of personal information, so long as this change is compatible with technology available at the LCFA.

3 FACULTY ASSOCIATION MEMBERSHIP AND RECOGNITION

- 3.1 The Board recognizes the Faculty Association as the exclusive bargaining agent of all Academic Staff Members. The Board shall not enter into an individual agreement with an Academic Staff Member that is in conflict with the terms and conditions of this Collective Agreement.
- 3.2 An Employee designated as an Academic Staff Member by the Board shall automatically become a member of the LCFA. The provisions of this Agreement shall apply as set out in Article 7 "Application of Agreement."
- 3.3 The Board shall notify the LCFA in writing, and provide an opportunity for consultation, prior to developing or changing policies that affect the designation of an individual or group of individuals as Academic Staff Members.
- 3.4 The College will deduct the monthly association dues on behalf of the LCFA as determined by its membership and remit this amount to the LCFA's delegate with an accompanying name schedule.
- 3.5 **TIME OFF FOR ASSOCIATION BUSINESS**
 - 3.5.1 Subject to sub-section 3.5.3, the College will provide full or partial workload reductions totaling not more than two (2) instructor-years and make appropriate scheduling accommodations so that Staff Members designated by the Association may conduct Association business in roles such as the following:
 - 3.5.1.1 member or chair of the Faculty Association negotiating team;
 - 3.5.1.2 such other roles as may be mutually agreed.

- 3.5.2 For time off under this sub-section for the President of the Association, the corresponding portion of that Staff Member's salary shall be charged to and paid by the Association, the College and the Staff Member's centre in equal shares. For time off under this subsection for all others, the Association shall reimburse the College for the corresponding portion of the Staff Member's salary. Workload adjustments under this subsection will normally be for integral multiples of one (1) instructional term or one (1) apprenticeship intake.
- 3.5.3 Such time off will be approved and scheduling accommodations will be made provided that the Staff Member has consulted in advance with the Staff Member's Administrator, and that instructional activities not be unduly disrupted. Any single Staff Member may be limited to half ($\frac{1}{2}$) release time in any academic year.
- 3.5.4 The President of the Faculty Association shall advise the President of the College, in writing, of the names of those specific Staff Members who represent the Association for the purpose specified in Section 3.5.

4 SELECTION AND EVALUATION COMMITTEE

- 4.1 The Selection and Evaluation Committee shall consist of the following persons:
- 4.1.1 the Administrator responsible for the proposed Academic Staff Member being employed or an alternate Administrator designated by the Administrator responsible,
 - 4.1.2 the Director Human Resources or his designee,
 - 4.1.3 the Chair or other Academic Staff Member responsible for coordination of the program or academic area within which the proposed Academic Staff Member is to be employed. (Where an Academic Staff Member responsible for program coordination is not in place, a representative will be appointed by the Faculty Association),
 - 4.1.4 an Academic Staff Member with appointment to the program in which the proposed Academic Staff Member will be employed, as named by the Administrator;
 - 4.1.5 another Administrator (or their designee) will have the option of joining any selection and evaluation committee dealing with Positions under his range of authority,
 - 4.1.6 the College may add to any selection and evaluation committee a member of the relevant Industry or Advisory Committee,
 - 4.1.7 the College may add to any selection and evaluation committee one (1) or two (2) student representatives as appropriate.

- 4.2 Academic Staff Members appointed to a Selection and Evaluation Committee, will normally be Continuing Full Time Employees or Continuing Part Time Employees.
- 4.3 For the selection and evaluation of Term Certain and Casual Positions, the Committee will be composed of persons appointed under sub-sections 4.1.1, 4.1.2, and 4.1.3 only, "Selection and Evaluation Committee."

5 INITIAL AND CONTINUING APPOINTMENT OF EMPLOYEES TO ACADEMIC POSITIONS

- 5.1 Initial appointment will be made on the recommendation of the Selection and Evaluation Committee and approved by the College President.
 - 5.1.1 The Committee shall interview, select and recommend the candidate who is best qualified for the Position or may recommend that none of the candidates are qualified or suitable for the Position.
 - 5.1.2 The Committee shall recommend the credits to be allowed for academic qualifications and experience and the placement of the applicant on the salary grid (as per Article 12 and Appendix A).
 - 5.1.3 The Committee may also review other prior service of the applicant and may recommend a reduction of the probationary period.
 - 5.1.4 The College President, at his discretion, may ask an applicant to undergo a medical examination before employment at the expense of the College.
- 5.2 The Director, Human Resources shall provide each successful applicant with a copy of the Collective Agreement in hard copy or access to an electronic copy. This information will be included with the offer of employment. The offer of employment will direct the successful applicant's attention to the section of the Collective Agreement that describes the evaluation of training and experience.
- 5.3 The Selection and Evaluation Committee will be reconvened if the Academic Staff Member requests a review of the salary grid placement.
 - 5.3.1 The Academic Staff Member must submit a written request for a review within three (3) months from the Academic Staff Member's first day of assignable work, in default of which the salary placement is not reviewable.
 - 5.3.2 As a result of this review, the Selection and Evaluation Committee may recommend a salary grid adjustment to the College President.
 - 5.3.3 The Selection and Evaluation Committee recommendation to the College President shall not be subject to grievance under Article 8 "Grievance Procedure".
- 5.4 Subject to Section 5.1, Initial Appointment shall be for a probationary period of two (2) years from date of employment in a continuing Position.

- 5.5 Where a Probationary Employee's employment is interrupted for a period of one (1) month or longer because of sick leave, parental leave, or any other approved leave of absence, the probationary period shall be extended by the equivalent number of assignable days as are missed during such periods of absence.
- 5.6 All Continuing Full Time and Continuing Part Time Employees appointed shall be subject to the requirements outlined under Section 17.11, "Instructional Certificate Program," of this Agreement.
- 5.7 Where an Academic Staff Member is appointed to a continuing Position, the full time equivalency of his prior service shall be recognized as service in the continuing Position for the purposes of this Section, for Section 6.3, "Redundancy of a Continuing Employee", and for Article 17, "Faculty Development and Educational Assistance".
- 5.8 An Academic Staff Member who has not been given or received notice under Article 6, "Termination or Redundancy of Academic Staff Members" will be granted continuing appointment on the completion of the probationary period.
- 5.9 **SALARY BEYOND NORMAL PLACEMENT**
- 5.9.1 The College shall have the right to pay salary in excess of the prevailing scale. The Selection and Evaluation Committee may recommend salary in excess of the prevailing scale in view of recruitment considerations. The College may wish to pay above the salary scale for any other reasons it deems suitable. Salary paid in excess of scale will be limited by the provisions below:
- 5.9.1.1 where an Academic Staff Member is paid at a rate within his appropriate pay category, but at a rate beyond the normal placement, he will be eligible for annual increments in the usual manner, however, will not progress beyond the uppermost salary rate of that pay category;
- 5.9.1.2 where an Academic Staff Member is paid at a rate of pay which exceeds the uppermost salary rate of his appropriate pay category, this rate will remain in effect for only the time specified by the College.
- 5.10 **ONGOING AND FUTURE DETERMINATION OF PART TIME CONTINUING POSITION STATUS**
- The following guidelines will be used to determine when it is appropriate to convert a Continuing Part Time Position to a Continuing Full Time Position:
- 5.10.1 Each Centre will review their current Continuing Part Time Positions based upon the following criteria:
- 5.10.1.1 the subject area is core to their curriculum needs;
- 5.10.1.2 the curriculum cluster of courses or subjects matter is appropriate assignment for a Position;

- 5.10.1.3 the curriculum cluster or courses is not predicated on an incumbent's skill set;
 - 5.10.1.4 the Position requirements including the educational qualifications and/or the experiential needs are consistent with the program area;
 - 5.10.1.5 there has been a ninety (90) percent workload on the above basis for at least three (3) years;
 - 5.10.1.6 there is a reasonable belief that there will be an ongoing full instructional workload for the foreseeable future;
 - 5.10.1.7 there is a reasonable belief that there are neither funding nor curriculum changes in the foreseeable future that would adversely affect the Position;
 - 5.10.1.8 the Centre's plan for its staffing model includes a role for a Continuing Full Time Employee(s).
- 5.10.2 Upon conversion of the Continuing Part Time Position to a Continuing Full Time Position, the incumbent, if any, will be appointed to the newly converted Position subject to satisfactory past performance, and meeting the required qualifications of the Position within a reasonable time period, if appropriate. The incumbent will not be subjected to the probationary requirement.
- 5.10.3 Each Centre will submit their recommendations for conversion of any Continuing Part Time to Continuing Full Time academic Positions with their annual budget.

6 TERMINATION OR REDUNDANCY OF ACADEMIC STAFF MEMBERS

6.1 TERMINATION OF PROBATIONARY, TERM CERTAIN OR CASUAL EMPLOYEES

These categories of Academic Staff Members may terminate employment by:

- 6.1.1 mutual agreement in writing between the Academic Staff Member and the Board; or
- 6.1.2 written notice from the Staff Member to the Board, providing that such notice is effective not earlier than thirty (30) days from the date of notice and not before the end of the current instructional term;
- 6.1.3 the Board may terminate the Academic Staff Member covered by Section 6.1 at any time after serving notice to the Academic Staff Member and Faculty Association. An Academic Staff Member covered by Section 6.1 may be relieved of some or all of his duties prior to the Board serving notice of termination;
- 6.1.4 a decision of the Board to terminate an Academic Staff Member covered in Section 6.1 is inarbitrable.

6.2 TERMINATION OF A CONTINUING FULL TIME OR CONTINUING PART TIME EMPLOYEE

The employment of a Continuing Full Time or Continuing Part Time Employee shall continue in force until terminated by one of the following events:

- 6.2.1 notice of not less than ninety (90) calendar days given by an Academic Staff Member (the effective date of such notice shall not fall within any instructional term);
- 6.2.2 the mutual agreement of the Academic Staff Member and the Board;
- 6.2.3 resulting from the provisions outlined under Section 6.3, "Redundancy of a Continuing Full Time or Continuing Part Time Academic Position";
- 6.2.4 resulting from action following Article 9, "Discipline".

6.3 REDUNDANCY OF A CONTINUING FULL TIME OR CONTINUING PART TIME ACADEMIC POSITION

- 6.3.1 Where redundancy is determined in a program cluster having more than one (1) continuing Position, the following considerations will be taken into account:
 - 6.3.1.1 the ability, qualifications and experience of the incumbents to these Positions within the Program Cluster as related to the work which remains to be done;
 - 6.3.1.2 the evaluation of incumbent's Performance Appraisal Summaries which have accumulated over the years;
 - 6.3.1.3 the incumbent having the least amount of seniority shall be considered redundant providing other things are relatively equal in regard to considerations of sub-sections 6.3.1.1 through 6.3.1.2;
 - 6.3.1.4 a more senior academic staff member may volunteer to be declared redundant in the place of the less senior incumbent who would otherwise be declared redundant. If the College approves, that more senior academic staff member will be declared redundant and will receive the special compensation payment under sub-section 6.3.4.1 which the less senior incumbent would otherwise receive.
- 6.3.2 When a Continuing Full Time Academic Employee is determined to be redundant by the Administrator to whom the Employee reports, the Vice-President Academic and Chief Learning Officer, if in agreement, shall send a written recommendation, with reasons, to the College President declaring the Academic Staff Member redundant. In making a recommendation to the College President, the Vice-President Academic and Chief Learning Officer shall consider opportunities for the retention and/or reassignment of the Academic Staff Member. A copy of this recommendation will be forwarded to the President of the Faculty Association.

- 6.3.3 If the College President finds the Position to be redundant, the College President shall recommend the redundancy to the Board, whose decision will be final.
- 6.3.4 If the Board finds the Academic Position to be redundant, the Board shall give the incumbent ninety (90) days written notice of termination of employment.
- 6.3.4.1 An Academic Staff Member terminated in this fashion whose salary is funded under the base budget of the College shall receive a special compensation payment equal to one (1) month's salary for each year of continuous service as an Academic Staff Member, to a maximum of one (1) year's salary and a minimum of three (3) months' salary.
- 6.3.4.2 Where an Academic Staff Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Academic Staff Member is appointed, then the provisions of sub-section 6.3.4.1 shall not apply and the Academic Staff Member shall be entitled to a special compensation payment equal to:
- 6.3.4.2.1 one (1) month's salary for each year of continuous service as an Academic Staff Member to a maximum of \$12,000; or
- 6.3.4.2.2 three (3) months' salary, whichever is greater, except where an Academic Staff Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Academic Staff Member is appointed the provisions of sub-section 6.3.4.1 shall apply, provided the Academic Staff Member has completed five (5) years of continuous service.
- 6.3.5 The College shall provide the Association a list which shall set out, effective July 1 each year, which Positions are, in the opinion of the Board, subject to the special project or ad hoc funding for the purpose of sub-section 6.3.4.2.
- 6.3.6 An individual declared redundant under sub-section 6.3.3 shall be recalled to any vacant Position or offered any available work for which the individual has the ability, experience and qualification to perform the required duties. This right of recall shall exist for a twelve (12) month period from the effective date of redundancy.
- 6.3.7 An individual who has received a special compensation payment under the provisions of sub-section 6.3.4.1 or 6.3.4.2 above and subsequently is reappointed to a Continuing Position shall reimburse to the College an amount equal to the amount of the special compensation payment received, less the amount he would have received as salary during the period between termination and rehire.
- 6.3.8 Where an Academic Staff Member has reimbursed the College any monies under this Section, he shall be credited with continuous service from his original date of hire for the purposes of sub-section 6.3.4.

6.3.9 In declaring redundancy within a given Program Cluster, the following shall be the sequence for terminating Employees by Position: Casual, Term Certain, Probationary Continuing Part Time, Probationary Continuing Full Time, Continuing Part Time and Continuing Full Time. The redundancy is subject to the condition that the Staff Member(s) who are retained are qualified and capable of fulfilling the duties remaining.

6.3.10 The Employee declared redundant shall endeavour to obtain an alternate Position in another program cluster through consultation with the College and by applying for available vacancies.

7 APPLICATION OF AGREEMENT

All sections of the collective agreement apply to all Academic Staff Members except for the exclusions noted below and/or where otherwise indicated.

	Does not apply to Part-Time Continuing	Does not apply to Term Certain	Does not apply to Casual
Section 6.2 "Termination of Continuing Full Time or Continuing Part Time Employee"		X	X
Section 6.3 "Redundancy of a Continuing Employee"		X	X
Section 6.3.4.1 (severance)		X	X
Section 6.3.4.2 (special projects)	X	X	X
Section 6.3.5 (special project list)	X	X	X
Section 6.3.6 (recall)		X	X
Section 6.3.7 (repayment)	X	X	X
Section 6.3.8 (service credit)		X	X
Section 6.3.10 (alternate Position)		X	X
Section 14 "Academic Year"			X
Section 15 "Benefits"			X
Section 16 "Leave for Academic Staff Members"			X
Section 17 "Faculty Development and Educational Assistance"			
Section 17.4 (Sabbatical)		X	X
Section 17.5 (Work Experience)		X	X
Section 17.6 (Special Projects)		X	X
Section 17.8 (Individual PD)		X	X
Section 17.11 (ICP)		X	X
Section 17.13 (College courses)		X	X

8 GRIEVANCE PROCEDURE

8.1 GUIDELINES

- 8.1.1 The Board recognizes the Faculty Association as the official representative of any Faculty Member who asks for its assistance in processing a grievance as set forth in sub-section 8.1.2.
- 8.1.2 A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement including any question as to whether the difference is arbitrable.

8.2 TIME LIMITS

- 8.2.1 If the Grievor(s) fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.
- 8.2.2 If the recipient(s) of the grievance fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- 8.2.3 The time limits may be extended by mutual agreement in writing.
- 8.2.4 "Days", wherever referred to in this section, shall mean working days.

- 8.3 **SETTLEMENT OF DIFFERENCES** - A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. If applicable, the grievor(s) shall meet with the appropriate Administrator. In the event this process does not resolve the issue, the following grievance procedure shall apply:

8.4 LEVEL I

- 8.4.1 The Level I Grievance Officer shall be the Vice-President Academic and Chief Learning Officer, or designee.
- 8.4.2 The Faculty Association and a Faculty member or group of Faculty members, shall submit to the Vice-President Academic and Chief Learning Officer, a written statement of the grievance within thirty (30) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.
- 8.4.3 The grievance must be signed by the Faculty member(s) and the Faculty Association representative and shall contain:
 - 8.4.3.1 the summary of the circumstances giving rise to the grievance,
 - 8.4.3.2 the provision(s) of the Agreement considered violated, and
 - 8.4.3.3 the particulars of the remedy sought.

8.4.4 The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources, or designee within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5 LEVEL II

8.5.1 The Level II Grievance Officer shall be the College President, or designee.

8.5.2 The Faculty Association, if not satisfied with the reply at Level I, shall within fifteen (15) days of receipt of that decision, submit the grievance in writing to the College President.

8.5.3 The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources, or designee, within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5.4 Under no circumstance will the designees for Level II be the same as for Level I for the same grievance.

8.6 LEVEL III: ARBITRATION

8.6.1 The notice of desire to submit the difference to arbitration must be filed within fifteen (15) days of receipt of the decision at Level II.

8.6.2 The notice shall contain a statement of the difference and notify the other party in writing of its desire to submit difference to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.

8.6.3 The recipient of the notice shall, within five (5) days of receipt of such notice, inform the other party of the name of its appointee to the Arbitration Board.

8.6.4 The two (2) appointees so selected shall, within fifteen (15) days of the second appointment, appoint a mutually acceptable third person who will serve as the Chairman.

8.6.5 If the two (2) appointees fail to agree upon a Chairman, the appointment shall be made by the Director of Mediation Services, Alberta Human Resources and Employment upon the application of either party upon three (3) clear days' notice to the other.

8.6.6 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:

- 8.6.6.1 request the attendance of any witness it deems necessary;
 - 8.6.6.2 keep a record of the proceedings;
 - 8.6.6.3 request access to any documents or other materials relating to the dispute;
 - 8.6.6.4 correct any typographical error or omission in the Agreement or any previous award;
 - 8.6.6.5 make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- 8.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chairman.
- 8.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
- 8.9 Where a Faculty member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty member and pay to him a sum equal to his salary loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- 8.10 MEDIATION OPTION PRIOR TO LEVEL III**
- 8.10.1 During the fifteen (15) day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- 8.10.2 The party to whom the notice is given has seven (7) days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
- 8.10.3 The two (2) parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Director of Mediation Services, Alberta Human Resources and Employment to appoint a Mediator.
- 8.10.4 Upon the appointment of a Mediator, the Director of Mediation Services shall notify the Board and the Faculty Association accordingly.
- 8.10.5 The parties agree to share equally the fees and expenses of the Mediator unless the parties and Mediator otherwise agree.
- 8.10.6 The Mediator shall, in such manner as he sees fit, without delay, enquire into the dispute and endeavor to resolve it by:
- 8.10.6.1 hearing representations from the parties;.
 - 8.10.6.2 mediating between the parties;
 - 8.10.6.3 encouraging the parties to resolve the grievance.

- 8.10.7 The Mediator will provide the parties with a report outlining the basis of settlement. The Mediator's recommended settlement shall be without prejudice.
- 8.10.8 The mediation process shall conclude with one of the following options:
- 8.10.8.1 settlement of the grievance according to terms agreed by the parties during the mediation process; or
 - 8.10.8.2 a determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 8.10.9 If no settlement is reached at mediation, the fifteen (15) days to refer a grievance to Level III will commence from the date the mediation is concluded.

9 DISCIPLINE

- 9.1 No Academic Staff Member shall be disciplined except for just cause.
- 9.2 Disciplinary action consists of the issuance of a letter of reprimand clearly identified as disciplinary in nature, suspension, or dismissal.
- 9.3 Notice of disciplinary action shall be delivered in writing to the Academic Staff Member and shall state the reason or reasons for such disciplinary action. A copy of the notice, for information only, shall be provided to the Faculty Association.

10 EVALUATION AND DEVELOPMENT OF ACADEMIC STAFF MEMBERS

- 10.1 **EVALUATION** - The primary purpose and focus of Academic staff evaluation will be to provide direction and support for professional development. The evaluation process will give the Academic Staff Member feedback on his performance and will also identify professional development activity which may enhance the individual's capabilities. Such evaluation shall be in the manner and form which is in place at the commencement of this Agreement, unless there is mutual agreement to amend.
- 10.2 **GENERAL PROVISIONS**
- 10.2.1 An Academic Staff Member may, on 24-hours notice, be visited in the classroom or other work areas by the Vice President or Administrator.
 - 10.2.2 The Vice-President, or Administrator responsible for the supervision of the Academic Staff Member shall review the results of each evaluation with the individual.

10.3 PROCEDURE FOR ACADEMIC STAFF MEMBERS ON PROBATION

- 10.3.1 The performance of each Academic Staff Member on probation will be monitored throughout each instructional term with a written summary to be completed at least at the end of each instructional term.
- 10.3.2 The Instructor Performance Appraisal Summary, including the signature and comments of both the Administrator and the Academic Staff Member, shall be placed in the member's personnel file.

10.4 PROCEDURE FOR CONTINUING FULL TIME AND CONTINUING PART TIME EMPLOYEES

- 10.4.1 Each Continuing Full Time and Continuing Part Time Employee will be evaluated at least every third (3rd) year.
- 10.4.2 If a problem is indicated, opportunity shall be given to the Academic Staff Member to improve his performance. The Administrator or designee will assist the Academic Staff Member with the Member's professional development.

10.5 PROCEDURES FOR TERM CERTAIN EMPLOYEES

- 10.5.1 The Staff Member's performance will be monitored throughout each instructional term, with a written summary to be completed at least at the end of each instructional term.

10.6 PROCEDURES FOR CASUAL EMPLOYEES

- 10.6.1 The Staff Member's performance will be monitored throughout each instructional term, with a written summary to be completed at least at the end of each instructional term. After three (3) years continuous service, evaluation will be completed annually.
- 10.6.2 Program Chairs will do classroom monitoring for formative evaluation purposes only.

10.7 PEER EVALUATION

- 10.7.1 The purpose of peer evaluation is to provide the participating Staff Member with feedback from another Academic Staff Member or Members, on his performance and direction toward professional development activities which may improve that performance.
- 10.7.2 Voluntary participation in the peer evaluation process is considered open to all Academic Staff Members, subject to the written approval of the Staff Member's Administrator.
- 10.7.3 The Dean, as academic Administrator for a Centre, must approve instructor generated goals for the evaluative period.

- 10.7.4 The Staff Member will obtain an evaluation tool from the Centre for Teaching, Learning and Innovation, or may submit an alternate evaluation tool for approval by the Administrator. The Peer Evaluation process will include learner input and observation of instruction and focus on improving or enriching specific aspects of instruction.
- 10.7.5 The Peer Evaluation Report will be submitted to the Administrator on or before the last day of the term in which the Staff Member is being evaluated and will be included in the Instruction Performance Appraisal Summary.

11 PROFESSIONAL STANDARDS COMMITTEE

- 11.1 The membership of the Professional Standards Committee shall be as follows:
 - 11.1.1 three (3) Academic Staff Members normally chosen from the ranks of the Full Time academic staff, appointed by Lethbridge College Faculty Association. An Academic Staff Member may not sit on the Professional Standards Committee if he is under consideration. He shall be replaced by an appointee of the executive of the Lethbridge College Faculty Association,
 - 11.1.2 three (3) Administrators appointed by the College President,
 - 11.1.3 the Chairman shall be one (1) of the three (3) Academic Staff Members. In the event of a tied vote, the chair shall have a second deciding vote.
- 11.2 **PROCEDURES OF THE PROFESSIONAL STANDARDS COMMITTEE:**
The Professional Standards Committee shall determine and make available its own procedure for sub-sections 11.3.1 to 11.3.5, "Functions."
- 11.3 **FUNCTIONS OF THE PROFESSIONAL STANDARDS COMMITTEE:**
The Professional Standards Committee shall:
 - 11.3.1 recommend to the Board concerning implementation of restrictions referred to under Section 17.11 "Instructional Certificate Program";
 - 11.3.2 recommend on considerations in accordance with Section 12.5, "Additional Training";
 - 11.3.3 recommend to the Board concerning the withholding of normal increments;
 - 11.3.4 receive information on any written complaint with regard to the professional conduct or professional service of an Academic Staff Member, and may recommend action to the College President or the Board. A complaint may be referred to the Professional Standards Committee by the Academic Staff Member involved, the Board, the College President or the LCFA;
 - 11.3.5 recommend to the Board appropriate action for any complaint in regard to the workload of the instructor if the Academic Staff Member, the Administrator and the College President cannot resolve the complaint.

- 11.4 Unless stated otherwise in this Agreement, this committee shall meet upon the written request of any Academic Staff Member, Board member, or Administrator within seven (7) days of receipt of such request, for the purposes set out in Section 11.3.

12 REMUNERATION FOR ACADEMIC STAFF MEMBERS

12.1 SALARY GRIDS: CONTINUING FULL TIME, CONTINUING PART TIME AND TERM CERTAIN EMPLOYEES

- 12.1.1 A Continuing Part Time and/or Term Certain Employee compensation is based upon their assigned workload up to a 100 percent pro-rated to the grids below.

- 12.1.2 The following are annual salary grids including vacation pay effective July 1, 2007:

2007-08							
Level	A	B	C	D	E	F	G
1	42,727	45,237	47,928	51,750	55,900	58,339	60,778
2	44,764	47,322	50,052	53,942	58,133	60,568	63,005
3	46,797	49,404	52,176	56,134	60,361	62,798	65,234
4	48,835	51,489	54,302	58,328	62,592	65,027	67,465
5	50,870	53,575	56,428	60,519	64,822	67,256	69,692
6	52,907	55,659	58,552	62,709	67,052	69,484	71,920
7	54,942	57,744	60,677	64,904	69,282	71,714	74,148
8	56,978	59,827	62,802	67,093	71,510	73,945	76,376
9	59,013	61,912	64,929	69,287	73,740	76,173	78,604
10	61,049	63,995	67,053	71,478	75,972	78,403	80,835
11	63,086	66,080	69,178	73,669	78,200	80,632	83,063
12	65,120	68,163	71,303	75,864	80,432	82,862	85,290
13	67,154	70,246	73,429	78,056	82,664	85,092	87,518
14	69,189	72,330	75,555	80,250	84,898	87,321	89,745

- 12.1.3 The following are annual salary grids including vacation pay effective July 1, 2008:

2008-09							
Level	A	B	C	D	E	F	G
1	44,650	47,273	50,085	54,079	58,416	0,964	63,513
2	46,778	49,451	52,305	56,369	60,749	3,294	65,840
3	48,903	51,628	54,524	58,660	63,078	5,624	68,170
4	51,033	53,806	56,746	60,952	65,409	7,953	70,501
5	53,159	55,986	58,967	63,242	67,739	0,283	72,828
6	55,288	58,163	61,187	65,531	70,070	2,611	75,156
7	57,414	60,342	63,407	67,825	72,400	4,941	77,485
8	59,542	62,520	65,629	70,112	74,728	7,273	79,813
9	61,669	64,698	67,851	72,405	77,059	9,601	82,141
10	63,796	66,875	70,071	74,695	79,390	1,931	84,473
11	65,924	69,053	72,291	76,984	81,720	4,261	86,801
12	68,051	71,231	74,512	79,278	84,051	6,591	89,128
13	70,176	73,407	76,733	81,569	86,384	8,921	91,456
14	72,303	75,585	78,954	83,861	88,718	1,251	93,783

12.1.4 The following are annual salary grids including vacation pay effective July 1, 2009:

2009-10							
Level	A	B	C	D	E	F	G
1	46,659	49,400	52,338	56,513	61,044	63,708	66,371
2	48,883	51,677	54,658	58,906	63,483	66,142	68,803
3	51,104	53,951	56,977	61,300	65,916	68,577	71,237
4	53,329	56,228	59,300	63,695	68,352	71,011	73,674
5	55,551	58,505	61,621	66,088	70,788	73,445	76,106
6	57,776	60,781	63,941	68,480	73,223	75,878	78,538
7	59,998	63,057	66,261	70,877	75,658	78,314	80,971
8	62,221	65,333	68,582	73,267	78,091	80,750	83,404
9	64,444	67,610	70,904	75,663	80,526	83,183	85,837
10	66,667	69,884	73,224	78,056	82,963	85,618	88,274
11	68,891	72,160	75,544	80,449	85,397	88,052	90,707
12	71,113	74,436	77,865	82,845	87,833	90,488	93,139
13	73,334	76,710	80,186	85,239	90,271	92,923	95,572
14	75,557	78,986	82,507	87,635	92,711	95,357	98,003

12.2 SALARY GRIDS: CASUAL EMPLOYEES

12.2.1 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2007:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2007/08			
1	Minimum	58.76	70.10	78.73
2	After 3 terms	61.84	73.35	82.14
3	After 6 terms	64.88	76.60	85.55
4	After 9 terms	67.96	79.84	88.95
5	After 12 terms	70.99	83.11	92.35
6	After 15 terms	74.06	86.37	95.75

12.2.2 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2008:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2008/09			
1	Minimum	61.40	73.25	82.27
2	After 3 terms	64.63	76.65	85.83
3	After 6 terms	67.80	80.05	89.40
4	After 9 terms	71.01	83.43	92.95
5	After 12 terms	74.18	86.85	96.50
6	After 15 terms	77.39	90.26	100.06

12.2.3 The following are hourly grids for Casual Employees inclusive of holiday pay effective July 1, 2009:

		Casual Rates per Hour		
		A	C	E
		Less than 4 years training	4 years Training	6 years Training
Level	2009/10			
1	Minimum	64.17	76.55	85.98
2	After 3 terms	67.53	80.10	89.70
3	After 6 terms	70.86	83.65	93.43
4	After 9 terms	74.21	87.19	97.14
5	After 12 terms	77.52	90.76	100.84
6	After 15 terms	80.87	94.32	104.57

12.3 SALARY PLACEMENT:

12.3.1 All new Continuing, Probationary, Continuing Part Time and Term Certain Employees will be placed on the appropriate salary grid as per Section 12.1, based on their academic training and experience as determined by sub-sections 12.3.3, 12.3.4 and 12.3.6 below.

12.3.2 All new Academic Staff Members instructing as a Casual Employee, will be placed on the appropriate salary grid as per Section 12.2, based on their academic training and experience as determined by sub-sections 12.3.3, 12.3.4 and 12.3.6 below and their initial placement will be at Level 1.

12.3.3 Academic Employees category definitions (non Trades).

12.3.3.1 Category A: All Academic Employees with two (2) years training.

12.3.3.2 Category B All Academic Employees with three (3) years training.

12.3.3.3 Category C: All Academic Employees with four (4) years training.

12.3.3.4 Category D: All Academic Employees with five (5) years training, two (2) of which must be from a recognized university. The courses offered under Section 17.11 "Instructional Certificate Program" will be recognized as university training for the purpose of this category definition.

12.3.3.5 Category E: All Academic Employees who have an earned Masters degree from a recognized university or a four (4) year undergraduate degree plus two (2) years of graduate study from a recognized university or two (2) undergraduate degrees plus one (1) year of graduate study from a recognized university.

12.3.3.6 Category F: All Academic Employees who have two (2) earned Masters degrees from recognized universities.

12.3.3.7 Category G: An earned Doctorate degree from a recognized university.

12.3.4 Category definitions for Academic Employees instructing in Trades programs having a base workload of 649 hours.

12.3.4.1 Category A: All Academic Employees with a Journeyman certificate.

- 12.3.4.2 Category B: All Academic Employees with a Journeyman certificate and one (1) additional year of training.
 - 12.3.4.3 Category C: All Academic Employees with a Journeyman certificate and two (2) additional years of training.
 - 12.3.4.4 Category D: All Academic Employees with a Journeyman certificate and three (3) additional years of training.
 - 12.3.4.5 Category E: All Academic Employees with a Journeyman certificate and four (4) additional years of training or who have an earned Masters degree.
 - 12.3.4.6 Category F: All Academic Employees who have two (2) earned Masters degrees from recognized universities.
 - 12.3.4.7 Category G: An earned Doctorate degree from a recognized university.
 - 12.3.4.8 Each additional Journeyman certificate will equal one (1) year of training.
- 12.3.5 The courses offered under the "Instructional Certificate Program" will be recognized as university training.
- 12.3.6 Experience and training will be assessed in accordance with sub-sections 12.3.2 and 12.3.3 and Board policy as attached in Appendix A.

12.4 INCREMENT

- 12.4.1 All Continuing, Probationary and Continuing Part Time and Term Certain Employees will receive one (1) vertical merit increment on the grid, if eligible, each July 1 until the maximum vertical placement for their training category is reached.
- 12.4.2 All Continuing Full Time, Probationary, Continuing Part Time and Term Certain Employees who have completed 32 weeks of the 38 weeks referred to in Article 14, "Academic Year," or in the case of counsellors and Learning Assistant Specialists, 37 of the 43 weeks, will be eligible for consideration for the annual performance increment.
- 12.4.3 Casual Employees who have taught at the College for three (3) consecutive or non consecutive terms, shall, after the completion of the third (3rd) term, receive one (1) vertical increment, until the maximum vertical placement for their training category is reached. All experience at the College, whether Continuing Full Time or Continuing Part Time, Term Certain or Casual, will be recognized for casual increments.
- 12.4.4 Absences due to unusual circumstances will be considered on their merits by the Professional Standards Committee.
- 12.4.5 The accumulation of terms required to move an Academic Staff Member's placement on the Casual salary grid beyond Level 3 will not begin until July 1, 2001.

- 12.5 **ADDITIONAL TRAINING** - Additional training obtained after initial placement shall earn for the Academic Staff Member transfer to the appropriate higher category at the same level of the grid, effective from the date of presentation by the Academic Staff Member of acceptable proof of such training and subject to confirmation by the Human Resources Office. Such adjustments will be made to the normal monthly salary payments and will not be determined under Section 12.6, "Salary Adjustments." The additional qualification must be gained at a recognized institution and must be in a discipline related to the duties of the Academic Staff Member as determined by the Human Resources Office. Where an Academic Staff Member disputes a determination by the Human Resources Office, they may appeal to the Selection and Evaluation Committee.
- 12.6 **SALARY ADJUSTMENTS FOR PROBATIONARY, CONTINUING FULL TIME, TERM CERTAIN AND CONTINUING PART TIME EMPLOYEES**
- 12.6.1 Sub-sections 12.6.2, 12.6.3, 12.6.4, and 12.6.5 apply only to Continuing Part Time, Probationary, Term Certain, and Continuing Full Time Employees.
- 12.6.2 In view of the provision under Section 12.1, "Salary Grids" which spreads salary payment over the full twelve (12) months of the contract year, salary actually paid and salary earned are in balance only at the end of each contract year. Therefore the salary calculations outlined in this section shall be used to determine any salary over payment, underpayment or new category of payment.
- 12.6.3 When the Academic Staff Member will not complete the required weeks of assignable service specified in Article 14, "Academic Year" Sections 14.1 and 14.2, by virtue of:
- 12.6.3.1 termination;
- 12.6.3.2 leave of absence without pay;
- 12.6.3.3 assisted leave on reduced pay;
- 12.6.3.4 or for any other reason except under Section 16.1, "Sick Leave."
- 12.6.4 The following calculations will be used to determine the amount which is owing to the Academic Staff Member or to the College:
- 12.6.4.1 In respect of Academic Staff Members required to provide 38 weeks of assigned service.

$$\frac{AS \times NDC}{38 \times 5} - AP$$

Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP = amount already paid during the current contract year.

- 12.6.4.2 In respect of Academic Staff Members required to provide 43 weeks of assigned service.

$$\frac{ASxNDC}{43x5} - AP$$

Where AS = annual salary, NDC = number of days completed including applicable statutory holidays and AP= amount already paid during the current contract year.

- 12.6.5 Any payment calculated to be owing to the Academic Staff Member pursuant to the provisions of this clause shall be paid forthwith upon termination, or upon the next normal pay period. Any sum found to be overpaid to the Academic Staff Member shall be offset from any funds then currently owing to the Academic Staff Member, and any deficiency thereafter owing shall constitute a just debt due and owing by the Academic Staff Member to the College.

- 12.6.6 When an Academic Staff Member commences employment or returns to work part way through the contract year and is not scheduled to complete the required number of assignable weeks of service as specified in Article 14, "Academic Year", Sections 14.1 and 14.2, the amount to be paid to the Academic Staff Member for the balance of the contract year will be determined as follows:

- 12.6.6.1 In respect of an Academic Staff Member required to provide 38 weeks of assigned service.

$$\frac{ASxNDC}{38x5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

- 12.6.6.2 In respect of an Academic Staff Member required to provide 43 weeks of assigned service.

$$\frac{ASxNDC}{43x5}$$

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the contract year.

12.7 CALCULATION OF EXTRA REMUNERATION FOR ACADEMIC STAFF MEMBERS

- 12.7.1 An Academic Staff Member required to have assignable work beyond 38 weeks will be paid on a daily rate calculated as follows:

$$\frac{AS}{\text{yearly workload hours}} \times \text{hours taught}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the Academic Staff Member.

Where AS = annual salary and yearly workload hours = 576, 649 or 700 as

applicable.

- 12.7.2 Counsellors and Learning Assistant Specialists required to have assignable work beyond 43 weeks will be paid on a daily rate calculated as follows:

$$\frac{AS \times NDC}{43 \times 5}$$

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the counselor or Learning Assistant Specialist.

Where AS = annual salary and NDC = number of days completed including applicable statutory holidays.

- 12.7.3 Notwithstanding sub-section 12.7.1, any full time continuing, part time continuing or term certain faculty member may perform additional work, either during or after the 38 weeks of assignable time, on a casual contract basis and be paid under Section 12.2. For full time continuing faculty, this applies to any additional work. For part time continuing faculty this applies to any work in addition to the percentage of full time specified before July 1 for that academic year.

12.8 REMUNERATION FOR CHAIRS

- 12.8.1 Those Academic Staff Members designated as Chairs will be given release time from their otherwise normal instructional load, and/or stipends which are considered commensurate with the administrative assignment. The release time will not normally exceed fifty (50) percent of a full work load.
- 12.8.2 The above stipends and/or release time for Chairs shall be determined by the appropriate Administrator, in consultation with the appropriate program(s) faculty, prior to the competition and/or appointment.

13 WORKLOAD

- 13.1 The Administrator in consultation with all Academic Staff Members in a specific program shall be responsible for the assignment of the workload within the program. Sections 13.3, 13.4 and 13.5 will not apply to counsellors or Learning Assistant Specialists.
- 13.2 The Administrator of the program in assigning individual workloads shall ensure that the overall average of his Academic Staff Members' instructional workload is 576 hours in the academic year, with the exception of Trades which shall be 649 hours in the academic year, and with the exception of Academic Staff Members whose primary responsibility is clinical supervision in the Nursing Program which shall be 700 hours in the academic year.

- 13.3 Assignable work will include instructional workload as described in Sections 13.1 and 13.2 above, teaching preparation, program and course development, special projects, college committees and other related activities which are assumed as professional responsibilities by the Academic Staff Member or which are specifically assigned by the Administrator.
- 13.4 When the Administrator and an Academic Staff Member agree that an overload condition exists, additional help will be made available, subject to the approval of the College President.
- 13.5 Should any dispute arise concerning whether or not an overload or underload situation does exist, the dispute shall be submitted to the Professional Standards Committee for study and recommendation to the Board and the Board shall be charged with the responsibility of determining whether an underload or overload condition exists and shall further be charged with the responsibility for remedying such underload or overload.
- 13.6 The Professional Standards Committee shall consider at least the following criteria when studying underload or overload disputes:
- 13.6.1 longtime average of the instructor's load;
 - 13.6.2 number of students in the class within the present guidelines as determined by the Board;
 - 13.6.3 limitation of facilities and equipment;
 - 13.6.4 curriculum determination over which the College has no control;
 - 13.6.5 future of the courses;
 - 13.6.6 other responsibilities of the Faculty member such as course development, counselling, department work, professional development and other related projects.
- 13.7 **COUNSELLORS** - The Administrator, in consultation with the Chair of Counselling, shall be responsible to assign the hours of work for Members who are counselling staff. The assigned hours shall not exceed an average of 35 hours per week over the contractual weeks of assignable time.
- 13.8 **DAILY HOURS OF WORK** - Unless voluntarily agreed by the Academic Staff Member, no Academic staff shall be assigned a teaching schedule spanning more than nine (9) hours in a day.

- 13.9 **LEARNING ASSISTANT SPECIALISTS' WORKLOAD** - The Administrator, in consultation with the Chair, shall assign the hours of work for Learning Assistant Specialists. The assigned hours will not exceed an average of 35 hours per week over the contractual weeks of assignable time. A Learning Assistant Specialist who is assigned to teach a credit course outside of the Learning Café will receive two (2) hours of credit for each hour of instruction.
- 13.10 **NURSING CLINICAL CASUAL EMPLOYEES WORKLOAD** - Not withstanding sub-section 1.3.5, casual instructors employed exclusively as clinical instructors in the nursing programs and who have no other responsibilities to the College may be assigned up to 700 hours in an academic year and be paid under Section 12.2.
- Hours in excess of 700 in an academic year may be assigned by mutual agreement between the instructor and the College.

14 ACADEMIC YEAR

- 14.1 The period of assignable work each contract year for Academic Staff Members, other than counsellors, whose usual and primary role is instructional will be 38 weeks of assignable work. The assignable work period will normally be from late August to late May and will be developed and applied annually once the academic schedule is approved for each year by Academic Council.
- 14.2 The period of assignable work each contract year for Academic Staff Members whose usual and primary role is counselling and for Learning Assistant Specialists will be 43 weeks of assignable work from July 1 to June 30 of each year.
- 14.3 Variations to the academic year will normally be made by mutual agreement between the Administrators and the Academic Staff Member involved.
- 14.4 For programs which operate beyond the dates described in Section 14.1 above, Administrators will have the flexibility to schedule "weeks of assignable work" outside the dates referred to in Section 14.1 above, in order to meet program requirements. This assignment should be made no later than the end of May prior to the commencement of the next academic year.

15 BENEFITS FOR ACADEMIC STAFF MEMBERS

Effective January, 2005

- 15.1 **CONTINUING FULL TIME, CONTINUING PART TIME AND PROBATIONARY EMPLOYEES**
- 15.1.1 The College will pay 100 percent of the Group Life Insurance (current maximum is \$300,000), Accidental Death and Dismemberment premiums and Extended Health Care premiums for Continuing Full Time and Probationary Employees.

- 15.1.2 The College will pay 80 percent of the Dental plan premiums for Continuing Full Time and Probationary Employees.
- 15.1.3 The College will pay a proportional percent of the premium costs contained in sub-sections 15.1.1 and 15.1.2 for Continuing Part Time Employees. The College proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 15.1.1 and 15.1.2.
- 15.1.4 Group Life/AD&D 100% x % instructional workload
- 15.1.5 Extended Health..... 100% x % instructional workload
- 15.1.6 Dental..... 90% x % instructional workload
- 15.1.7 Continuing Full Time, Continuing Part Time and Probationary Employees will pay 100 percent of the cost of Alberta Health Care and Long Term Disability premiums.
- 15.2 **TERM CERTAIN EMPLOYEES** – The College shall pay the following portions of the premium costs of benefit plans applicable to Term Certain Employees hired for a term of six (6) months or more. Terms less than six (6) months will be paid an amount equal to the Employer’s cost in lieu of benefits.
- 15.2.1 Group Life/AD&D 75%
- 15.2.2 Extended Health..... 75%
- 15.2.3 Dental..... 80%
- 15.3 The College and all Continuing Full Time, Continuing Part Time and Probationary Employees shall participate in the Local Authorities Pension Plan or its equivalent.
- 15.4 Term Certain Employees hired for a term of two (2) years or more may opt to participate in the Local Authorities Pension Plan. Eligibility and participation subject to Local Authorities Pension Plan regulations.
- 15.5 The College will provide the Faculty Association with a copy of each insurance policy referred to in this section, as well as any amendments as they become effective.
- 15.6 Changes to coverage by either party must be mutually agreeable.

16 LEAVES FOR ACADEMIC STAFF MEMBERS

- 16.1 **SICK LEAVE** - The College shall provide a short term disability plan covering short-term illness for all Probationary, Continuing Full Time and Continuing Part Time Employees. The provisions of the plan are contained in the Board’s Short Term Disability plan. The College will not alter the provisions of the Short Term Disability plan without mutual agreement of both parties.

- 16.1.1 Normal salary will be paid for a maximum of 105 calendar days per year to Academic Employees who are unable to continue their duties because of illness.
- 16.1.2 Copy of the short term disability plan (available via intranet) shall be made available to all Academic Employees.
- 16.1.3 The College shall contract for a long term disability plan as administered by the insurance carrier that provide benefits after the short term sick leave of a maximum of 105 calendar days per year, as administered by the insurance carrier.
- 16.1.4 If so required by the Human Resources Office, an Academic Employee shall present a certificate from a qualified medical practitioner when he is absent on account of illness for a period of three (3) or more consecutive working days.

16.2 UNASSISTED LEAVES

- 16.2.1 A Continuing Full Time or Continuing Part Time Employee may be granted leave of absence without pay for up to two (2) years to take educational training or for personal reasons as may be agreed to in writing by the Continuing Full Time and Continuing Part Time Employees and the Board, subject to the terms of this Section.
- 16.2.2 On return from an approved leave of absence without pay, a Continuing Full Time or Continuing Part Time Employee will be placed in a comparable Position to that held prior to the leave and at a salary based on the grid placement attained at the time the leave of absence commenced. This provision shall not impede the Board's ability to give notice under Article 6 "Termination or Redundancy of Academic Staff Member."
- 16.2.3 During the period of approved leave of absence without pay, a Continuing Full Time or Continuing Part Time Employee may continue participation in the Alberta Health Care Plan through the College, providing the member pays 100 percent of premium costs, and has prepaid the appropriate funds to the College in advance.
- 16.2.4 During the period of approved leave of absence without pay, a Continuing Full Time or Continuing Part Time Employee may, subject to the approval of the carrier(s), continue participation in the College Group Life Insurance Plan, Extended Health Care Plan and Dental Plan, providing the member pays 100 percent of premium costs and has prepaid the appropriate funds to the College in advance. The Employee must elect to continue participation in all of these plans, or none of them.
- 16.2.5 If at any time the Continuing Full Time or Continuing Part Time Employee has not placed sufficient funds with the College to cover current premium costs, the plans will be terminated and reinstatement will not be possible until the Employee has returned to work.

- 16.2.6 No other benefits will be available to a Continuing Full Time or Continuing Part Time Employee during an approved leave of absence without pay.
- 16.2.7 An Employee on unassisted leave may resign his Position with the College by providing a minimum of ninety (90) calendar days notice in writing prior to the end of the unassisted leave.
- 16.3 **PARENTAL LEAVE** - Subject to all the conditions of this Agreement, an Academic Staff Member shall be granted parental leave for a maximum of one (1) year under the following conditions:
- 16.3.1 The Academic Staff Member concerned shall apply for parental leave:
- 16.3.1.1 in the case of the impending birth of the Staff Member's child, not less than three (3) months before the expected date of confinement; or
- 16.3.1.2 in the case of an impending adoption of a child by the Staff Member, forthwith upon the Staff Member's receipt of notification of approval as a potential adoptive parent.
- 16.3.2 Parental leave shall be effective from:
- 16.3.2.1 in the case of childbirth, not less than one (1) month prior to the expected date of confinement; or
- 16.3.2.2 in the case of adoption, the date the Staff Member is required to take custody of the child; or
- 16.3.2.3 a date mutually agreed.
- 16.3.3 Parental leave shall terminate not earlier than:
- 16.3.3.1 in the case of childbirth, not less than three (3) months after the term of the pregnancy; or
- 16.3.3.2 in the case of adoption, not less than three (3) months after the commencement of the leave; or
- 16.3.3.3 a date mutually agreed.
- 16.3.4 An Academic Staff Member on parental leave shall provide the Board at least three (3) months' notice of intention to return to academic staff duties, however, the Board is under no obligation to accept the return of the Academic Staff Member to academic staff duties except at the beginning of the instructional term next following the date of notice of intention to return.
- 16.3.5 Parental leave shall be without pay or cumulative sick leave allowances, however, Academic Staff Members may be eligible for benefits in accordance with the Board's Supplementary Unemployment Benefits plan. Parental Leave will not be counted for the granting of increments, however, the term of parental leave shall be considered in calculating seniority for the provisions of Article 6, "Termination or Redundancy of Academic Staff Member," and Article 17, "Faculty Professional Development."

- 16.3.6 An Academic Staff Member on parental leave who elects to continue coverage of the benefit plans set out in Article 15, "Benefits for Academic Staff Members", of this Agreement shall advise the Human Resources office of such an election, and shall pay to the College the full premium costs associated with maintaining such coverage.
- 16.4 **PAID SPECIAL LEAVE** – An Academic Staff Member shall be provided paid special leave in the following circumstances:
- 16.4.1 where he is summoned or subpoenaed as a witness or as a defendant to appear in Court in his official capacity as an Employee to give evidence or produce College records but any witness fees received by him shall be paid to the Board;
- 16.4.2 when an Academic Staff Member is subpoenaed as a witness in his private capacity he shall be allowed leave with pay for such attendances but any witness fees received by him shall be paid to the Board;
- 16.4.3 a Member shall be provided leave with pay when attending upon a Grievance Committee or Arbitration Board dealing with the terms of the Collective Agreement or alternatively, when attending as representative of the grievor pursuant to the Collective Agreement at such Grievance or Arbitration;
- 16.4.4 a Vice-President, in his discretion, may grant a Faculty member paid special leave in special circumstances.
- 16.5 **BEREAVEMENT LEAVE** - Compassionate Leave will be granted to an Academic Employee for a period not to exceed four (4) days, plus necessary travelling time not to exceed one (1) day, in the event of the death of:
- 16.5.1 a spouse,
- 16.5.2 a parent, parent-in-law, grandparent, or grandchildren,
- 16.5.3 a son, daughter, brother, sister or the husband or wife to any of them,
- 16.5.4 a Step family including step grand parent, and children,
- 16.5.5 the Academic Employee's Administrator together with the Director Human Resources shall determine leave with pay to be allowed in each case, and may, depending on circumstances, authorize leave with pay exceeding that specified above.
- 16.6 **GENERAL HOLIDAYS** - The following holidays will be granted with pay when they fall within weeks of assignable work or of vacation periods: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

17 FACULTY PROFESSIONAL DEVELOPMENT

17.1 PROFESSIONAL DEVELOPMENT EXPECTATIONS

- 17.1.1 Minimum Qualifications - Academic Staff Members are expected to assume primary responsibility for meeting the minimum category of qualifications and expertise required to competently handle their normal workload. However, the College will support professional development activity toward this end, through the provision outlined in Section 17.11, "Instructional Certificate Program," and other opportunities available through the established professional development mechanisms within the College.
- 17.1.2 On-going Development - Each Academic Staff Member is expected to keep current in his discipline and to use appropriate instructional and learning techniques. Each Member is responsible for taking the initiative in keeping current through professional readings, industrial contacts, professional associations and other forms of information exchanges. The College supports the concept of professional excellence in keeping with the category of training provided by the College and will provide opportunities through assisted leaves made available under Sections 17.4, 17.5, and 17.6, "Faculty Professional Development." Other short-term development activities may be accessed through the internal professional development programs.
- 17.1.3 Professional development and training, except for that required under Section 17.11, "Instructional Certificate Program," shall be mutually agreeable to the Academic Staff Member and his Administrator.

17.2 THE FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE (FPDC)

Membership shall be as follows:

- 17.2.1 three (3) Academic Staff Members normally chosen from the ranks of Continuing Full Time academic staff, appointed by Lethbridge College Faculty Association. An Academic Staff Member may not sit on the FPDC if he is under consideration. He shall be replaced by an Academic Staff Member appointed by the LCFA,
 - 17.2.2 three (3) Administrators appointed by the College President,
 - 17.2.3 the Chairman shall be one of the three (3) Administrators appointed by the College President. In the event of a tied vote, the chair shall have a second deciding vote.
- ### **17.3 APPLICATION OF FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE**
- 17.3.1 The six (6) members, as specified above, shall administer all of the leaves and activities of the Faculty Professional Development Committee as outlined in this section.

- 17.3.2 Procedure - The Professional Development Committee shall determine and make available its own procedures.
- 17.3.3 Each year the College shall make available a sum of money equal to 1.5 percent of the total Academic salaries as determined by the previous June payroll applicable to Probationary, Continuing Part Time and Continuing Full Time Employees for Sabbatical leaves, Professional Experience Leave and Special Professional Development Projects.

The FPDC may determine in advance for each academic year the amount to be allocated for each type of leave. All unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per Section 17.10.

17.4 SABBATICAL LEAVES FOR FACULTY DEVELOPMENT AND EDUCATIONAL ASSISTANCE

Definition - Educational Leave for Continuing Full Time and Continuing Part Time Employees' academic training program delivery, development or research directly related to the needs of the College.

- 17.4.1 Sabbatical - Application for leave must be made in writing to the Chairman of the Professional Development Committee by the February 1 deadline prior to the academic year when leave is to commence.
- 17.4.2 Sabbaticals Remuneration - Faculty Development and Education Assistance
- 17.4.2.1 Schedule of remuneration - Sabbatical Leave development proposals submitted under the provision of this section will be considered in light of College Centre priorities and academic staff development goals. Continuing Full Time or Continuing Part Time Employees will become eligible to apply for leave after three (3) full years, or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence. Eligibility for remuneration for leave, under Sections 17.4 and 17.5 shall be 80 percent of current salary plus tuition and books.
- 17.4.2.2 Calculation for leave will be based on the salary rate grid in effect at the time leave is taken.
- 17.4.2.3 Benefits during leave - The Lethbridge College will continue to pay the employer portion of premiums for benefits outlined in Article 15, "Benefits", and the participants will do likewise.
- 17.4.3 Sabbatical Leaves - Leaves may be for any period up to twelve (12) months in one (1) or more sessions. The Faculty Professional Development Committee shall decide which Members shall be given leave and recommend the date when such leave shall commence. They shall also have the power to dispense all or any portion of the assisted leave funds it deems appropriate for leaves that will benefit the College.

- 17.4.4 Obligations After Sabbatical - Academic Staff Members who are granted leave are obliged to render service to the College, upon return from leave, for a period equal to four (4) times the period of the leave, or refund to the College an amount equal to the salary and Employee benefits costs paid to the member for the portion of the leave for which return service was not rendered by the Academic Staff Member, unless redundancy or dismissal should occur. Return service obligations will be suspended during a period of disability.
- 17.4.5 Conditions of Sabbatical Leave - After returning to the College from Sabbatical leave, an Academic Staff Member may be granted another leave pursuant to the aforementioned conditions.
- 17.4.6 Calculations of Charges Against the Sabbatical Leave Fund - The charges against the fund are the salary cost paid to the Academic Staff Member on leave paid over the term of the Sabbatical leave not including benefit costs.

17.5 **PROFESSIONAL EXPERIENCE LEAVE**

Definition - Leave for professional experience in business or industry.

- 17.5.1 The College agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per Section 17.10.
- 17.5.2 Professional Experience - Application for leave or assistance must be made in writing to the Chairman of the Faculty Professional Development Committee and received no later than February 1 of the preceding Academic Year.
- 17.5.3 **Remuneration during Professional Experience Leave** - The College will pay an amount sufficient to make an Academic Staff Members' salary equal to current salary at a 100 percent category, provided charges against the professional experience leave fund will not exceed the provisions in sub-section 17.4.2.1 "Faculty Development and Educational Assistance".
- 17.5.4 Academic Staff Members on professional experience leave will be eligible for an increment in the usual manner providing performance has been satisfactory to the outside employer.
- 17.5.5 In the event the charges against the Professional Experience Fund were determined to be in excess of that allowed in sub-section 17.4.2.1 "Faculty Development and Educational Assistance.", the charges will be reduced to the maximum allowable, and the salary to the Academic Staff Member will be reduced by the amount of that excess.
- 17.5.6 Where the income to the College resulting from the Staff Members outside employment during Professional Experience exceeds the Academic Staff Member's normal College salary, this difference will be paid to the Academic Staff Member at the end of the approved leave.

- 17.5.7 All outside income earned while on professional leave will be paid directly to the College.
- 17.5.8 After returning to the College from professional experience leave, an Academic Staff Member may renew the accumulation of eligibility for a leave.
- 17.5.9 The number of months of continuous service required to renew the accumulation, after an individual has returned from Professional Experience Leave, will be calculated as follows:
- Number of months away on leave plus
- | | | |
|-------------------------------|----------|------------------------------|
| <u>Amount charged to fund</u> | X | number of months accumulated |
| Maximum allowable charge | | before leave taken (max 36) |
- to a maximum of the number of months accumulated before the leave was taken.
- 17.5.10 Professional Experience Leave Calculation of Charges Against the Fund - The normal salary earnings of the Academic Staff Member which would coincide with the period while on leave, minus the income to the College resulting from the Academic Staff Member's outside employment, up to the maximum outlined in sub-section 17.4.2.1, "Faculty Development and Educational Assistance."

17.6 SPECIAL PROFESSIONAL DEVELOPMENT PROJECTS

- 17.6.1 The Faculty Professional Development Committee will consider other Professional Development proposals which would be a direct benefit to College program priorities and manpower requirements. Educational programs, combined education and professional experience and other professional development projects will be considered under this sub-section based on the merits of each case. All proposals under this provision require the approval of the Faculty Professional Development Committee. Those projects which receive the support of the Faculty Professional Development Committee and which will require in excess of \$5,000 must be approved by the Board. The Board agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per sub-section 17.10.
- 17.6.2 Application for Special Professional Development Projects must be made in writing to the Chairman of the Faculty Professional Development Committee in accordance with the following timelines:
- 17.6.2.1 for ongoing projects such as alternative Masters Graduate studies applications must be received no later than February 1 of the next Academic Year (i.e. February 1, 2008 for 2008 – 2009);

- 17.6.2.2 for all other Special Professional Development Projects applications must be received no later than the first of the month prior to when the activity occurs.

17.7 **CASUAL AND TERM CERTAIN EMPLOYEE PROFESSIONAL DEVELOPMENT ALLOCATION**

Definition - Professional Development funds will be made available for the development and enhancement of the training skills and technological advances needed by the Casual and Term Certain Employees.

- 17.7.1 Casual and Term Certain Professional Development Funding - Each year the Faculty Professional Development committee will make available up to \$20,000 out of the previous year's unused funds as per Section 17.10, "Reallocation of Unused Funds".
- 17.7.2 Casual and Term Certain Professional Development Application - The Faculty Professional Development Committee will accept applications for funding and administer the funds.
- 17.7.3 The College agrees that all unspent funds shall accumulate in a special account for allocation by the Faculty Professional Development Committee as per Section 17.10.

17.8 **INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS**

Definition - Individual professional development accounts are provided for Probationary, Continuing Part Time and Continuing Full Time Employees for their development and enhancing of professional training and skills. These funds are intended to assist the Academic Staff Members advancing their professional credentials. Short courses, workshops, conferences, seminars, agency or industry activities are included.

- 17.8.1 All expenditures from individual accounts must be made in accordance with the guidelines developed by Faculty Professional Development Committee and within Canada Revenue Agency Regulations.
- 17.8.2 Individual Professional Development Funding - The College agrees that each year during the period July 1, 2007 to June 30, 2010 it will make available 1.0 percent of Academic Staff Members' salaries, as determined by the previous June payroll applicable to Probationary, Continuing Full Time, and Continuing Part Time Staff Members for individual professional development.
- 17.8.3 These individual professional development funds will be distributed by the Faculty Professional Development Committee on an equitable basis to Probationary, Continuing Part Time and Continuing Full Time Employees.

- 17.9 Where there is a conflict between the Collective Agreement and the Faculty Professional Development Committee procedures and guidelines (sub-section 17.3.2), the Collective Agreement shall govern.

17.10 REALLOCATION OF UNUSED FUNDS

- 17.10.1 Accumulated funds from the following sub-sections, on an annual basis, will be redistributed by the end of May:

17.10.1.1 Section 17.4 "Sabbatical Leaves for Faculty Development and Educational Assistance";

17.10.1.2 Section 17.5 "Professional Experience Leave";

17.10.1.3 Section 17.6 "Special Professional Development Projects";

17.10.1.4 Section 17.7 "Casual and Term Certain Employee Professional Development Allocation".

- 17.10.2 Funds will be redistributed into the following sub-sections:

17.10.2.1 To support previous commitments as determined by the Faculty Professional Development Committee for:

17.10.2.1.1 Section 17.4 "Sabbatical Leaves for Faculty Development and Educational Assistance";

17.10.2.1.2 Section 17.5 "Professional Experience Leave";

17.10.2.1.3 Section 17.6 "Special Professional Development Projects".

17.10.2.2 \$20,000 going to Section 17.7 "Casual And Term Certain Staff Professional Development Allocation";

17.10.2.3 Funds to be distributed into Section 17.8 "Individual Professional Development Accounts".

- 17.10.3 Funds will be distributed at the discretion of the Faculty Professional Development Committee.

- 17.11 **INSTRUCTIONAL CERTIFICATE PROGRAM (ICP)** - will be directed and coordinated by the Faculty Professional Development Committee and administered by the Centre for Teaching and Learning. The general requirements, administration and contents for the ICP are continued in Appendix B.

- 17.12 Existing and future Professional Development Workshops, Sessions, Presentations, Seminars and Courses shall be open to all Academic Staff Members and college Employees. Such college wide professional development activities are coordinated through the Centre for Teaching, Learning and Innovation.

17.13 ENTITLEMENT TO COURSES AT THE COLLEGE

- 17.13.1 Continuing Full Time, Probationary and Continuing Part Time Employees who wish to participate in courses offered by the Lethbridge College shall be allowed to do so in accordance with the following provisions:

- 17.13.1.1 courses accessible to Academic Staff Members shall include any courses offered through the regular day program or through evening and summer programs. A course designed for and purchased by a specific outside organization will be excluded. Any such course must be consistent with the Academic Staff Member's professional development;
- 17.13.1.2 courses accessible to Academic Staff Members shall include any courses offered through the regular day program or through evening and summer programs, provided that space is available and the course offering would be viable without the presence of the Academic Staff Member(s). A course designed for and purchased by a specific outside organization will be excluded. The inclusion of a Staff Member under the terms of this Agreement will not exceed the stated quota of the course without the course instructor's consent;
- 17.13.1.3 course registration fees shall be waived unless the Academic Staff Member's registration is required to meet the minimum number of registrations for the courses. Registration shall follow normal procedures and is the responsibility of the individual Staff Member.

18 EARLY RETIREMENT INCENTIVE

The Board shall not implement an early retirement incentive plan in any form for Academic Staff Members without mutual agreement by the parties.

19 TEMPORARY ADMINISTRATIVE APPOINTMENTS

An Academic member may by mutual agreement between the Academic Staff Member and the College President be appointed by the College President to an administrative Position on a temporary or acting basis. An Academic Staff Member accepting such an appointment will:

- 19.1 not have membership in the Lethbridge College Faculty Association or pay association dues during the course of his acting employment;
- 19.2 concur that the duration of a temporary appointment may be up to, two (2) appointments of two (2) years, with a one (1) year extension in the case of extenuating circumstances;
- 19.3 at the expiration of the acting appointment (normally, after two (2) years) be re-designated as an Academic Staff Member with the same entitlements, rights and privileges which would have accrued had the member not been absent.

20 MODIFICATION OF AGREEMENT

On or before the December 1, 2009 either party may deliver to the other a written notice stating its desire to open specific sections of the Collective Agreement. Only those sections specified in writing shall be considered to be opened for negotiation.

Initial proposals shall be exchanged by January 15, 2010. Thereupon the parties shall attempt to negotiate a mutually satisfactory modification of this Agreement.

21 COMPULSORY ARBITRATION

- 21.1 In the event that a notice has been sent pursuant to Article 20 "Modification of this Agreement" and no agreement is reached by negotiation prior to the first day of April, 2010, either of the parties may notify the other party in writing of its desire to submit the difference to Arbitration in accordance with the procedures set out in Section 8.6, "Level III: Arbitration"
- 21.2 The Arbitration Board shall hear all evidence and shall have the powers provided by sub-section 8.6.6 and shall issue its decision in writing within one month of completion of the hearing or hearings or within such further time as may be granted by the parties, and the decision shall be final and binding upon the parties and upon any Academic Staff Members affected by it. Upon application of the Board's award, the parties shall forthwith give effect to the award in the form of an executed Collective Agreement. The decision of a majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall govern and shall be deemed to be the award of the arbitration board.
- 21.3 When there is a question concerning implementation or clarification of the award, either party may request from the chairman of the arbitration board a decision and the chairman shall as soon as practical reconvene the arbitration board and it shall, after hearing the parties on the question, render a decision with regard to such clarification or implementation.
- 21.4 After 120 days has elapsed from the date that the Arbitration Board has issued a decision pursuant to Section 21.2, it shall cease to have power or authority to hear, consider or render any further decision concerning implementation of its award.

ASSENTED TO this _____ day of _____ A.D. 2007

ASSENTED TO this 22 day of June A.D. 2007

Lethbridge College Faculty Association

**Lethbridge College Board Of
Governors**




President



Chairman



Chairperson, Negotiations



President



Negotiations Committee Member



Chairman, Negotiations



Witness



Witness

June 22, 2007

Date

June 19, 2007

Date

APPENDIX “A”

5.3.5 Guidelines for Evaluation of Training and Experience - Official Policy 5019 Experience

(A) Experience

Vertical salary placement above Level 7 will not normally be acceptable. Under special circumstances, the Selection and Evaluation Committee may recommend placement in excess of Level 7.

Recommendations concerning initial salary placement will take into consideration at least the following:

- relevance and category of previous work experience;
- length of professional experience where progression has occurred;
- present salary category and employment market considerations.

(B) Training

a)

	Years of Training	Qualifications Required
A	# Two years	Two year College and Technical Diploma or equivalent training. Two years of University training. An evaluation to a maximum of two years may be given to holders of two or more Journeyman Certificate(s), provided the subsequent certificates are normally obtained by a minimum of 480 additional hours of instruction. An R.R. Diploma without regard to route of training.
B	# Three years	A three year University degree or three years of University training. A three year College or Technical Diploma or equivalent training.
C	# Four years	A four year degree or its equivalent
D	# Five years	A four year degree or its equivalent plus one additional year of relevant University studies or its equivalent. Five years of training, which may be a combination of the types of training described in the preceding categories, however, two years of which must be from a recognized University. The Internal Training outline under Article 9 of the Collective Agreement will be recognized as University.
E	# Six years	An earned Masters degree from a recognized University or a four year undergraduate degree plus two years of graduate study from a recognized University or two undergraduate degrees plus one year of graduate study from a recognized University.
F		All Academic Employees who have two (2) earned Masters degrees from recognized universities.
F		Earned Doctorate from a recognized University.

- b) General Criteria
 - 1) Training to be recognized must be deemed to be in a discipline related to the staff member's duties.
 - 2) Where an instructor presents more than one program of preparation for Evaluation and the content of one overlaps the content of another, as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.
 - 3) Accreditation by Canadian Professional Associations may be accepted an equivalent to a specified category of training. The Selection and Evaluation Committee will make rulings on equivalency issues and will consider membership in Professional Associations outside Canada where there is no similar Canadian Association.
- c) Evaluation of Training obtained from an established and recognized training institution is based on the following:
 - 1) one Year Graduate Study - 4 full courses per year 24 semester hours per year 36 quarter hours per year;
 - 2) one Year Undergraduate Study - 5 full courses per year 30 semester hours per year 45 quarter hours per year;
 - 3) one Full Academic Year at a recognized University or one Fall Academic Year at a recognized College or Technical institute = 1 year of training
 - 4) one year of study = 400 classroom contact hours;
where 1 hour in a University course = 1 classroom contact hour
where 2 hours in a College or Technical Institute program including formal Apprenticeship Training or Police Training = 1 classroom contact hour.
- d) Short Courses

COURSES MEETING CRITERIA BELOW WILL BE CONSIDERED

- 1) Short courses can be accumulated for salary purposes to a maximum of one year (i.e. courses which are not part of a recognized degree, diploma or certificate program).
- 2) Short courses may not be accumulated or credited for salary purposes after category (C) has been reached. On initial appointment, University, College and similar course work will be credited first, and short courses will then be considered, if the placement is below Category (C).
- 3) Short courses of at least 3 full instructional days or 21 instructional hours will be considered for salary purposes, but not necessarily accepted.
- 4) Any short courses to be accepted for evaluation must have supporting documentation, i.e., transcript, completion certificate, attendance statement, hours, etc.
- 5) Short courses to be considered must have been offered by an "acceptable" educational, teaching, trade, or professional organization.
- 6) Short course must be directly related to the nature of the individual's instructional role, and the content must be currently applicable and up-to-date. Short courses taken more than 5 years prior, will not qualify.

- 7) Short courses successfully completed under The College instructional Training Program will be-evaluated for salary purposes on the same basis as University courses.
- 8) Only short courses which are at an advanced category relative to previous training and which provide the instructor with knowledge or skills which represent training progression will be considered. Short courses such as refreshers, updating or replacement of knowledge which has become obsolete will not be considered.

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APPENDIX “B” INSTRUCTIONAL CERTIFICATE PROGRAM

Lethridge College shall be recognized nationally for standards of excellence and innovation in workforce preparation and development.

LC is committed to Quality Instructional theory and practices that may be acquired through a variety of means.

B.1 Requirements and Administration

- B.1.1 Incoming Probationary, Part Time Continuing and Full Time Continuing academic staff members commencing employment are required to complete the Instructional Certificate Program as prescribed within five years from the date of employment.
- B.1.2 Exemptions maybe granted in view of previous training or experience.
- B.1.3 A minimum of two (2) courses will be offered each year.
- B.1.4 Courses offered by any accredited institution may be deemed as suitable alternatives to courses described in this program.
- B.1.5 All Academic staff members required to complete the program must complete a minimum of one course each year with the exception of their first year of employment at the College.
- B.1.6 Progress will be reviewed and noted annually as of June 30 each year.
 - B.1.6.1 All Academic staff members who do not complete the program within the time frame outlined in Section B.1.1 or who do not progress at the minimum rate described in sub-section B.1.5 shall have their salary frozen.
 - B.1.6.2 When progress has caught up to the minimum required, the restrictions referred to in Section B.1.6 shall be withdrawn and normal salary progression shall be resumed.
 - B.1.6.3 Failure to comply in a timely manner may result in termination.
- B.1.7 When progress in completing the program is interrupted by Leave Without Pay, or Sick Leave, the prescribed progress will be suspended until the Academic staff member returns to work.
- B.1.8 An Academic staff member whose usual primary role is counseling shall not be required to complete this program, but will be encouraged to participate in appropriate courses.

B.2 The INSTRUCTIONAL CERTIFICATE PROGRAM consists of SIX (6) courses.**B.2.1 COURSES****ICP-1 Curriculum Development and Outcomes Based Training**

Various elements of curriculum are explored in this course. The development of programs and courses will emphasize the alignment of learning outcomes, instructional strategies, and assessments. LC academic policies, adult learning principles, new trends and directions, and quality standards for curriculum development will be examined.

ICP-2 Learning Theory and Instructional Techniques

Learning theory will be explored and applied to instructional planning, delivery and assessment. A variety of instructional techniques will also be introduced, developed and demonstrated including technology mediated strategies to accommodate a variety of learning styles. The effectiveness of various instructional techniques will be analyzed.

ICP-3 Analysis of Teaching and Learning

This course provides an overview of the teaching/learning process for new instructors. Basic instructional skills required to be successful in the classroom at a college level are introduced, developed, demonstrated, and analyzed. Participants will develop an understanding of the learner and the learning process. Opportunities to reflect on teaching experiences and to continue developing and refining instructional skills are provided.

ICP-4 Assessment and Evaluation

A variety of assessment tools are developed and examined in this course. Assessments and assessment strategies are developed that comply with the assessment policy and are aligned with the learner profile, learning outcomes and instructional strategies used for a variety of delivery modes. Strategies for assessing prior learning are examined and developed.

ICP-5 Cultural Diversity

This course examines cultural diversity and its impact on classroom dynamics and the educational process. Knowledge and appreciation for the history, traditions, and perspectives of specific cultural groups will be developed. Culturally appropriate instructional strategies will be explored for specific learner profiles.

ICP-6 Personal and Program Leadership

A study of leadership theory will contribute to the development of a leadership philosophy and vision for an individual's role as instructor, member of a program area and centre, and the college community. Specific skills such as conducting meetings, giving presentations, facilitating change, motivating others, and building team unity will be developed and demonstrated in this course. Leadership skills will be examined and assessed.

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