

**Collective Agreement
between the
Board of Governors of Lakeland College**

and the

**Lakeland College
Faculty Association**

July 1, 2020 – June 30, 2024



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PREAMBLE

This Agreement made this day the 30 of October 2024, A.D.

BETWEEN:

The Board of Governors of Lakeland College (hereinafter called the “Employer”)

OF THE FIRST PART

and

The Lakeland College Faculty Association, on behalf of all Employees covered by this Agreement (hereinafter called the “Association”)

OF THE SECOND PART

WHEREAS THE Board of Governors is an Employer as specified in the Post-Secondary Learning Act, Chapter P-19.5 and administers Lakeland College.

AND WHEREAS pursuant to the provisions of the Act; the Association has the right to negotiate on behalf of the Employer’s Employees as specified in Article 3 of this Agreement.

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Board of Governors of Lakeland College and to set forth in this Collective Agreement the terms and conditions of employment for each Employee of the Employer, and provide a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the singular may also apply in the plural;
- 1.2 “Act” means the Post-Secondary Learning Act, 2003, Chapter P-19.5, proclaimed in force March 18, 2004;
- 1.3 “President” means the Chief Executive Officer of Lakeland College;
- 1.4 “Faculty Association” means the Lakeland College Faculty Association;

- 1.5 “Academic Council” means Lakeland College Academic Council as required by the Post-Secondary Learning Act;
- 1.6 “Faculty Member” means any individual designated by the Board within this Agreement. Normally any person who instructs in a Program approved by Ministry of Advanced Education and recognized for the purpose of calculating Full Load Equivalent (FLE) students, will be designated as a Faculty Member. Individuals employed as Counsellor, Public Services Librarian, Learner Success Strategist, Faculty Development Coordinator or Researcher are designated as Faculty Members;
- 1.7 (a) “Workday” shall normally include a morning and an afternoon, or an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 20 of this Agreement;
- (b) A Faculty Member’s normal hours of work shall not normally exceed seven (7) hours per day;
- (c) “Workday” for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.7 (a);
- 1.8 “Increment” means the difference between one step and the next step within a pay range, as specified in Article 19;
- 1.9 “Family”, in addition to its usual meaning, includes common law relatives;
- 1.10 “Full Week” means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 20 of this contract shall be considered a day worked provided the workday immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;
- 1.11 Unless the collective agreement otherwise expressly provides, “Board” means the “Board of Governors of Lakeland College” including any duly appointed delegate acting within the scope of their delegated powers in accordance with s. 62 of the *Post-Secondary Learning Act*.
- 1.12 “School” means an administrative unit under a Dean. “Instructional Unit” refers to a department or grouping of departments under a Department Chair;
- 1.13 “Preparation period” shall be any period in which the Faculty Member does not have assigned duties;

- 1.14 A "Semester" is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;
- 1.15 A "Contact Hour" is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.16 "Teaching" means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.17 "Academic Year" means a period commencing July 1 and ending June 30;
- 1.18 "Continuing" member means a Faculty Member whose appointment is continuous from year to year, subject to Clause 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Disciplinary Action, and subject to the provisions of Article 7, Reassignment and Redundancy of Continuing Employees;
- 1.19 "Probationary" member means a Faculty Member whose appointment is for a period of probation of up to two (2) years and who shall, subject to Article 8, upon satisfactory completion of that probationary period, become a continuing member.
- 1.20 (a) "Continuing Full-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load consistent with Article 12;
- (b) "Continuing Part-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 250 to 399 hours for Category 1 and 250 to 454 hours for Category 2, during the academic year;
- For those individuals employed as Counsellor, Public Services Librarian, Learner Success Strategist, Faculty Development Coordinator or Researcher, "Continuing Part-Time" means a continuous appointment from year to year with a workload assignment between 14 and 30 hours per week;
- (c) "Sessional Full-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year and who has been initially assigned a teaching load of 400 to 530 hours for Category 1 and 455 to 650 hours for Category 2, during the academic year;

- (d) "Sessional Part-Time" member means a Faculty Member who is appointed for a specific period of time within an academic year and whose initially assigned teaching load does not normally exceed 250 hours in the academic year.
- 1.21 "Professional Development" means those activities undertaken by a Faculty Member to upgrade their teaching skills, professional qualifications and/or technical expertise, and research activities;
- 1.22 "Contact day" is any workday in which a Faculty Member has an assigned teaching load;
- 1.23 The Workload Review Committee consists of the Vice President, Academic, all Deans and Chairs, and the Executive Director of the Faculty Association.
- 1.24 "Consultation" means the process of clearly communicating a tentative idea, allowing sufficient time for a response given the situation, and considering the response in good faith before a final decision is made.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.1 The Board of Governors recognizes the Lakeland College Faculty Association as the sole and exclusive bargaining agent for all Faculty Members as defined in Article 1 of this Agreement.
- 2.2 Both parties shall agree and set aside a certain period of time, allocated on a weekly basis, to be devoted to discussion of the proposed Agreement. This period shall be specified prior to the commencement of negotiations.
- 2.3 At the commencement of negotiations both negotiating parties shall exchange notification of authorization to enter into negotiation of an Agreement.
- 2.4 (a) Negotiations shall commence not later than one hundred and fifty (150) days prior to the expiration of the present Collective Agreement in order to conclude a replacement Collective Agreement by May 31 of the current contractual year as specified in Clause 3.5.
 - i) Any extension of negotiations beyond May 31, as specified in Clause 2.4(a), must be by the mutual agreement by both parties.
 - ii) When a notice to commence collective bargaining has been served pursuant to this section, the Board and the Association, without

delay, but in any event within fifteen (15) calendar days after notice is served, shall meet and commence, or cause authorized representatives to meet and commence, to bargain collectively in good faith.

- 2.5 If by May 31 the Association and the Board have not been able to agree upon the terms of the New Agreement, direction will be governed by the Alberta Labour Relations Code.
- 2.6 The negotiating committee(s) of the Board and the Faculty Association shall, upon written request, be provided with information on academic staff composition, existing costs of benefits, and total academic payroll.

ARTICLE 3 – JURISDICTION AND APPLICATION

- 3.1 The Board recognizes the Faculty Association as the sole bargaining agent for those employees who have been designated as Faculty Members by the Board as per Clause 1.6.
- 3.2 The Faculty Association recognizes that all functions, rights, powers and authority which the College has not specifically abridged, delegated or modified with this Agreement are retained by the College.
- 3.3 The Faculty Association shall be copied on all letters sent to employees designated as Faculty. Upon request the college agrees to provide information, regarding employees designated as Faculty, to the Faculty Association necessary for the purpose of discharging the duties and affairs of the Faculty Association.
- 3.4 This Agreement applies to:
 - (a) Continuing Full-Time Faculty Members
 - (b) Continuing Part-Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis
 - (c) Sessional Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 - i) Sessional Full-Time Faculty Members:
 - Article 7..... Reassignment and Redundancy of Continuing Employees
 - Article 8..... Probation
 - Article 16..... Maternity and Parental Leave
 - Article 20..... Paid Holidays
 - Article 21..... Vacation Leave
 - Clause 24.1.. Long Term Disability Insurance

- ii) Sessional Part-Time Faculty Members:
 - Article 7..... Reassignment and Redundancy of Continuing Employees
 - Article 8..... Probation
 - Article 16..... Maternity and Parental Leave
 - Article 20..... Paid Holidays
 - Article 21 Vacation Leave
 - Clause 24.1 . Long Term Disability Insurance
 - Clause 24.9 . Dental Plan
 - Article 25..... Illness Leave

3.5 This Agreement shall take effect on July 1, 2020, and remain in effect until June 30, 2024, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Act.

3.6 Notwithstanding the Board’s commitment to hire Faculty Members in accordance with the terms of this Collective Agreement, the Board may utilize a contract for service when subject specialization, which might include the provision of related specialized equipment, is a barrier to normal recruitment.

3.7 Should any article, or new provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

3.8 The college shall maintain a ratio of not less than 75:25 of continuing full-time equivalents to sessional full-time equivalent appointments.

3.9 The ratio in Clause 3.8 shall be calculated as follows:

(a) each Continuing Full-Time Faculty Member shall be counted as 1.0 full-time equivalent

(b) each Continuing Part-Time Faculty Member shall count as 0.5 full-time equivalent

(c) For Faculty Members in Category 1 (as per Article 12)

$$\frac{\text{Continuing Part-Time instructional hours}}{530} = \text{Full-Time equivalent}$$

$$\frac{\text{Sessional instructional hours}}{530} = \text{Full-Time equivalent}$$

(d) For Faculty Members in Category 2 (as per Article 12)

$$\frac{\text{Continuing Part-Time instructional hours}}{650} = \text{Full-Time equivalent}$$

$$\frac{\text{Sessional instructional hours}}{650} = \text{Full-Time equivalent}$$

Hours instructed by Sessional Faculty Members hired during the academic year to assume the instructional load of Continuing Faculty Members who have an unplanned absence (such as sickness, resignation, retirement) or who are covering for a scheduled workload release (such as for a Long-term PD, Chair, Researcher, etc.) will not be factored into the calculation of the ratio.

- 3.10 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

ARTICLE 4 – PROCEDURES FOR APPOINTMENTS

- 4.1 Prior to the recruitment of faculty, the following shall occur:

- (a) All workload not assigned to Continuing Faculty Members shall be circulated by the Dean or Chair among continuing faculty within their school.
- (b) If the available workload is not assigned within the school, the Dean or Chair will ensure the available workload is circulated to the Workload Review Committee.
- (c) Available workload shall normally be circulated via email and shall include a complete list of the available workload, the required qualifications, and a response date.
- (d) The Workload Review Committee will provide feedback regarding the need for recruitment or possible options.
- (e) Where recruitment is required each Dean shall establish a Faculty Selection Committee for positions that are Continuing or Sessional Full-Time.

- 4.2 This Selection Committee shall consist of:

- (a) The Dean of the School concerned, or a designee (Committee Chair);
- (b) The Department Chair(s), or designee, for the program area concerned. Should two Department Chairs be affected, one shall be designated by the Vice President, Academic;
- (c) Two Faculty Members, at least one of whom shall be from the program area concerned;
- (d) Other individuals as determined by the Committee and approved by the Dean;
- (e) Human Resources Representative (as requested by the Dean).

- 4.3 This Selection Committee shall:
- (a) prepare a short list of potential candidates;
 - (b) conduct interviews;
 - (c) make recommendations to the Vice President, Academic regarding the preferred candidate(s), initial appointment, and placement on the salary grid;
 - (d) when possible one of the Faculty Members on the Selection Committee shall be the member on the Faculty Evaluation Committee.
- 4.4 The Vice President, Academic shall review the recommendations and make the final decision. Should the final decision differ from the Selection Committee recommendation, the Vice President, Academic will provide written notification and rationale to the Selection Committee and the Faculty Association.
- 4.5 At minimum the Dean and a Faculty Member, normally the Chair, or their respective designees, will interview and select candidates for Sessional Part-Time positions, as well as place them on the Sessional Part time salary grid.
- 4.6 Individuals previously interviewed and selected may be re-appointed by the Dean to a similar Sessional position without a second interview process.
- 4.7 The Dean or designee (in consultation with Human Resources) shall notify the successful candidate of the offer in accordance with Lakeland College procedures.
- 4.8 Initial appointment of a Faculty Member to a continuing appointment shall be by notice in writing from the Vice President, Academic or the Dean on behalf of the Board and shall, among other things state the effective date, term and category of appointment and specify the annual salary consequent thereof, in conformity with the recommendations of the Faculty Selection Committee. Each letter of appointment shall contain a link to where a copy of the Agreement can be accessed online and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement. The Faculty Association shall be sent a copy of the letter of appointment.
- 4.9 Every Sessional Faculty appointment shall be by notice of writing and shall, among other things state the effective date, term, category of appointment, contact hours, and salary. Each letter of appointment shall contain a link to where a copy of the Agreement can be accessed online and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement. The Faculty Association shall be sent a copy of the letter of appointment.

- 4.10 Faculty Members shall, at the commencement of their appointment, receive from the Department (Chair) a complete workload outlining all duties expected of them. The Faculty Association and Vice President, Academic shall be sent a copy of the workload.
- 4.11 Where an administration Employee who was a Faculty Member at Lakeland College wishes/agrees to return to a faculty position, and can demonstrate the qualifications or the ability and willingness to obtain same within a year, then they shall be so designated if any of the following applies:
- (a) there is a suitable, available position;
 - (b) at the conclusion of a term appointment;
 - (c) to temporarily replace a Faculty Member on long-term leave or leave of absence;
 - (d) as per another Agreement, as agreed to by both the Faculty Association and the Board of Governors.

A redundancy cannot have occurred in the area concerned within the past two (2) academic years.

ARTICLE 5 – CATEGORIES OF APPOINTMENT

- 5.1 Faculty Members appointed in accordance with the terms of this Agreement shall be in one of the following four (4) categories as per Clause 1.20:
- (a) Continuing Full-Time;
 - (b) Continuing Part-Time;
 - (c) Sessional Full-Time;
 - (d) Sessional Part-Time.
- 5.2 (a) Normally, Faculty Members after two (2) consecutive Sessional Full-Time appointments, and where assured government program funding is available, will be considered for conversion to a Continuing Full-Time appointment. This consideration will follow consultation between the Faculty Association and the Vice President, Academic.
- (b) Notwithstanding 5.2 (a), Sessional Full-Time appointments established to cover situations such as Long-Term Professional Development Leaves, Chair releases, Leaves of Absence, or temporary promotions may exceed two years.
- 5.3 Department Chair(s) shall be selected by the College normally from within the School, for a term of approximately three (3) years, ending on June 30. The selection process shall be developed by the Dean in consultation with the Faculty Members of the School. Candidates for the position of

Chair shall normally occupy Continuing Full-Time positions.

If the College is unable to find a suitable candidate for Chair from within the School, the College may expand the search external to the School, after consultation with the Faculty Association.

- 5.4 If a Faculty Member wishes to reduce their appointment status from a Continuing Full-Time to a Continuing Part-Time appointment, a special written Agreement specifying maximum teaching load and a salary may be reached between the Faculty Association and the Vice President, Academic.

ARTICLE 6 – NOTICE OF RESIGNATION

- 6.1 A Continuing Faculty Member is required to provide the Employer with no fewer than sixty (60) calendar days' written notice of resignation. For each calendar week, or fraction thereof, that the written notice falls short of sixty (60) days, the Faculty Member shall be required to forfeit one day's pay up to a maximum of six (6) days.
- 6.2 A Sessional Faculty Member is required to provide the Employer with six (6) weeks' prior written notice of resignation if they wish to resign in good standing.
- 6.3 A Faculty Member who absents himself from their employment and who has not informed the Employer shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Faculty Member that special circumstances such as illness prevented them from reporting to their place of work.
- 6.4 Notwithstanding Clause 6.1 and 6.2, where it can be shown that the Faculty Member was forced into an early departure due to a family crisis, the Faculty Member will be considered to have resigned in good standing and shall not be required to forfeit pay.

ARTICLE 7 – REASSIGNMENT AND REDUNDANCY OF CONTINUING EMPLOYEES

- 7.1 This Article applies to positions that have or will become redundant. The intent of this Article is to make just provisions for the Faculty Member so affected.
- 7.2 The Board shall notify the Faculty Association when a redundancy within a School is anticipated. A Committee, consisting of three College Administrators and three Faculty Association representatives will meet to review the potential redundancy. The Committee will explore options (e.g. reassignment or retraining) related to that redundancy and forward their recommendations to the President.
- 7.3 The President will consider proposals for retraining which would reasonably allow a Faculty Member, whose position may be declared

redundant, to assume a vacant position.

- 7.4 Prior to declaring redundancy, the Board shall make every reasonable effort to place a Faculty Member in a comparable position which is being filled by the College and which the Faculty Member is reasonably able and qualified to assume.
- 7.5 The Board may declare that a Faculty Member's position is redundant (or will become redundant as of a certain date) due to decreased enrolment, course changes, technological changes, elimination of services, or lack of operational funding.
- 7.6 Should the Board declare that a Faculty Member's position is redundant, the Board shall give six weeks' prior written notice to that Faculty Member and a copy of that notice shall be provided to the President of the Faculty Association at the same time.
- 7.7 If at the end of the six weeks' notice period referred to in Clause 7.6 above, the Board is not able to find a comparable position for the Faculty Member whose position has been declared redundant, the employment of the Faculty Member is terminated, and the Board will compensate the Faculty Member for years of service as follows:

3 to fewer than 5 years	6 months' salary
5 to fewer than 7 years	8 months' salary
7 to fewer than 10 years	10 months' salary
10 years or over	12 months' salary

This payment is in addition to the salary payable during the six weeks' notice period.

Continuing Part-Time Faculty Members shall be compensated as noted above on a prorated basis.

- 7.8 For the eighteen (18) months following the date of the termination of the employment of the Faculty Member whose position has been declared redundant, the Faculty Member shall be given preferential consideration for any comparable position which is being filled by the college, which the Faculty Member is reasonably able and qualified to assume.
- 7.9 A Faculty Member who receives severance pay pursuant to the provisions of this Article, and is subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

ARTICLE 8 – PROBATION

- 8.1 When Faculty Members are initially granted a continuing appointment, they shall be required to serve a probationary period of two (2) years. The recommendation to be made at the expiration of the Faculty Member's two (2) year probationary period by the Faculty Evaluation Committee is either of the following:
- (a) appointment to continuing member status
 - (b) or termination of employment.
- 8.2 Notwithstanding Clause 8.1, when a Faculty Member that held a Sessional Full-Time Appointment for the previous two (2) years is granted a continuing appointment, their probationary period will be one (1) year. The recommendation to be made at the expiration of the Faculty Member's one (1) year probationary period by the Faculty Evaluation Committee is either of the following:
- (a) appointment to continuing member status
 - (b) or termination of employment.
- 8.3 The recommendation for continuing appointment shall be made by the Dean to the Vice President, Academic not less than two (2) months before expiration of the candidate's probation. This recommendation will be based on the majority decision of the Faculty Evaluation Committee.

ARTICLE 9 – DISCIPLINARY ACTION

- 9.1 A Faculty Member may be disciplined for just cause only.
- 9.2 Disciplinary action may take the form of a written reprimand, suspension with pay, suspension without pay, or dismissal. In the event the College is meeting with a Faculty Member for the purpose of disciplinary action, the College shall advise the Faculty Member of their right to obtain Faculty Association representation.
- 9.3 The reasons for any disciplinary action will be clearly communicated to the Faculty Member. The Faculty Association will be copied immediately on all disciplinary action. The timelines for grievance as per Article 17 – Grievance Procedure shall commence only when the Association has been copied.
- 9.4 Upon the request of a Faculty Member, written reprimands or other letters of a disciplinary nature more than thirty-six (36) months old shall be removed from their personal file, provided that the file does not contain any further record of disciplinary action during that thirty-six (36) month period.

ARTICLE 10 – FACULTY ASSOCIATION BUSINESS

- 10.1 Subject to Clause 10.2, time off, without loss of regular earnings, will be provided for Faculty Association officers to conduct official Faculty Association business on the following basis:
- (a) Members of the Negotiating Committee for time spent meeting with representatives of the Board during formal negotiation of a Collective Agreement;
 - (b) Faculty Association Members for time spent meeting with representatives of the Board at formal Employee Management Committees where matters of mutual concern are discussed.
- 10.2 (a) Time off shall be granted except where disruption of work will arise. Faculty Members shall provide as much advance notice as is reasonably possible when requesting time off. Where such time off is granted for an indeterminate period the Faculty Member shall communicate with the employing department on a daily basis in respect to the date of return.
- (b) The Board agrees to pay one third (1/3) release time for the President of the Faculty Association.
- 10.3 Notwithstanding Clause 10.1 and pursuant to Clause 10.2 (a), the Faculty Association shall be allowed to buy such service time as it deems necessary. Any Faculty Member granted service time shall in no way suffer loss of any benefits, increments, privileges, or any other Faculty Member right.
- 10.4 Pursuant to Clause 10.3 above, the Faculty Association will pay the Board the cost of replacement salaries only.
- 10.5 Notwithstanding Clauses 10.1 and 10.2 (a) above, the Board grants one (1) working day/year when classes are not being held in order to allow the Faculty Association and Management Executives, and the Faculty Negotiating Committee to discuss the Collective Agreement with the Faculty Association.
- 10.6 Neither the Board nor any person acting on behalf of the Board shall:
- (a) refuse to employ or not continue to employ any Faculty Member or discriminate against any Faculty Member in regard to employment because the said Faculty Member is a member, officer or representative of the Faculty Association.
 - (b) seek by intimidation, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a person to refrain from becoming or to cease to be a member, officer or representative of the Faculty Association.

- (c) suspend, discharge, or impose any financial or other penalty on a person employed by the Board or take any other disciplinary action against the Faculty Member by reason of that Faculty Member having refused to perform an act prohibited by this Collective Agreement.
- 10.7 The College shall provide the Association with an appropriate office and the use of all internal communication services, without charge.
- 10.8 Meeting rooms on any campus may be booked through the normal booking procedures for Association business and shall be available without charge.
- 10.9 Where available duplicating, vehicle use, reserved parking, audiovisual, and other such services shall be provided to the Association at cost.
- 10.10 The Association agrees to indemnify and hold the College harmless against any claim or liability arising out of the application of this Article.
- 10.11 The College and Association shall cooperate in preparing and printing this Agreement. The cost of production shall be shared equally.
- 10.12 The parties agree that there shall be no discrimination or coercion exercised or practiced for reason of membership, seeking Faculty Association representation, or legitimate activity in the Association.
- 10.13 The College shall advise Faculty Members of their right to obtain Faculty Association representation when the College meets with them on any matter that may give rise to disciplinary consequences for that member.
- 10.14 The College shall make available to the Association, via the Lakeland College intranet, policies, procedures, and guidelines affecting the Association and its members.

ARTICLE 11 – PERFORMANCE APPRAISAL

- 11.1 The current version of the Professional Standards Committee's Procedures for Faculty Evaluation and Selection will become Appendix A, Performance Appraisal of the Collective Agreement.
- 11.2 The Vice President, Academic and the Faculty Association's Professional Standards Committee will maintain, through mutual agreement, Appendix A, Performance Appraisal.

ARTICLE 12 – WORKLOAD

- 12.1 (a) A Faculty Member's workload includes teaching load.
- (b) Teaching load shall be measured by contact hours and involves time spent by a Faculty Member in a scheduled lecture (traditional or online), laboratory, practicum, or other approved group or individual instruction.
- (c) A Faculty Member's annual teaching load will be as follows: Category 1: Minimum 400 hours, maximum 530 hours

Category 1 includes the following:
Agricultural Sciences; Environmental Sciences; Business; University Studies; Interior Design; and Human Services.

Category 2:

Minimum 455 hours, maximum 650 hours

Category 2 includes the following:
Trades & Technology (except Interior Design); Health and Wellness; Emergency Training Centre; and Energy.

FLE counting programming offered through Continuing Education will be assigned workload within the Category containing the subject matter.

Faculty Members with workload in both categories shall have their maximum assigned workload pro-rated.

All new programs will be categorized through mutual agreement between the Vice President, Academic, and the Faculty Association.

Continuing Part-Time Faculty Members in each of these categories shall have their workloads negotiated as per Article 5.4.

Under normal circumstances Sessional Full-Time Members in each of these categories shall at minimum commence employment two weeks before the first day of their class.

Sessional Full-Time Faculty Members will be assigned a maximum of 200 contiguous workdays.

Sessional Part-Time Faculty Members' teaching load in Category 1 shall not exceed 250 hours unless agreed to by the affected Faculty Member and after consultation with the Faculty Association.

Sessional Part-Time Faculty Members' teaching load in Category 2 shall not exceed 300 hours unless agreed to by the affected Faculty Member and after consultation with the Faculty Association.

The workload for Full-Time Faculty Members hired as Counsellor, Public Services Librarian, Learner Success Strategist, Faculty Development Coordinator or Researcher shall be 35 hours per week.

(d) The Workload Review Committee shall review workload assignments and endeavor to ensure equitable workloads.

(e) Category 1 - shall not teach more than 22 contact hours per week

Category 2 - shall not teach more than 24 contact hours per week

The maximum weekly hours, or six (6) contact hours in any one day,

may be exceeded only with the mutual agreement of the Faculty Member, the Faculty Association, the Department Chair, and the Dean. Reasonable effort should be made to evenly distribute a Faculty Member's workload throughout the academic year.

- (f) It is understood and agreed that different teaching loads have been established across the Schools, and even within programs of a given School. This reflects the various factors that influence what is mutually agreed to as a reasonable teaching load for a particular School or program. An individual Faculty Member's teaching load is determined to be reasonable within this context.

There are several factors that will influence an individual Faculty Member's annual teaching load which may result in a variation to the different teaching load being established. These factors include, but are not limited to:

- Large Class size
- Faculty Member's experience with subject area
- New or novice Faculty Member
- New course(s)
- Marking requirements
- Student Learning needs
- Weekly travel between campuses
- Method of delivery (e.g. on-line)
- Overnight/Weekend Field Trips
- New Technology/Software

- (g) When Faculty Members are below the maximum teaching load and there are no factors to influence this reduction, then the Faculty Member and the Department Chair shall mutually agree what types of additional workload could be assigned during the academic year to arrive at the different teaching load. These additional workload responsibilities include, but are not limited to:

- Career and/or course counselling
- Projects
- Program and curriculum development
- Professional Development
- Committee work
- Selection process, Faculty Evaluation, Mentoring
- Clubs
- Student Recruitment and Retention
- Applied Research
- Program Head Duties
- Annual/Comprehensive Program Reviews

- (h) A tentative workload shall be determined and signed-off by March 31 prior to each academic year by mutual agreement between the Department Chair(s) and the Faculty Member except Emergency

Training Centre Faculty Members (See 13.1 (i)).

This will be accomplished through the following process:

- i) All workload not assigned to Continuing Faculty Members shall be circulated by the Chair among continuing faculty within their school by February 15;
 - ii) Chair collects input from all continuing Faculty Members on workload preferences by March 1;
 - iii) Chair meets with the department to present a draft set of workloads for discussion and review by March 15;
 - iv) All sessional workload and vacant continuing workload will be circulated through the Workload Review Committee;
 - v) Chair meets with Faculty Members individually to discuss and mutually agree to workloads by March 31;
 - vi) Dean will review the tentative workload agreements, and meet with the Faculty Member as required, to finalize and approve the workload by April 15;
 - vii) Copies of approved workloads, TBA Sessional workloads and TBA Continuing workloads will be forwarded to the Faculty Association by April 15
- (i) Emergency Training Centre Faculty Member's tentative workload shall be determined and signed-off by October 31 prior to each Emergency Training Centre academic year (January 1 until December 31) by mutual agreement between the Department Chair(s) and the Faculty Member.

This will be accomplished through the following process:

- i) All workload not assigned to Continuing Faculty Members shall be circulated by the Chair among continuing faculty within their school by September 15;
 - ii) Chair collects input from all continuing Faculty Members on workload preferences by October 1;
 - iii) Chair meets with the department to present a draft set of workloads for discussion and review by October 15;
 - iv) All sessional workload and vacant continuing workload will be circulated through the Workload Review Committee;
 - v) Chair meets with Faculty Members individually to discuss and mutually agree to workloads by October 31;
 - vi) Dean will review the tentative workload agreements, and meet with the Faculty Member as required, to finalize and approve the workload by November 15;
 - vii) Copies of approved workloads, TBA Sessional workloads and TBA Continuing workloads will be forwarded to the Faculty Association by November 15
- (j) Amendments to the workload shall be determined and signed off any time during the academic year by mutual agreement between the Dean, Department Chair(s) and Faculty Member. Copies of the amended workload will be forwarded to the Faculty Association and Vice President, Academic.

- (k) In the event that mutual agreement cannot be achieved then the Dean shall make a final decision.
- (l) It is also understood and agreed that any additional workload beyond what has been agreed upon in 12.1 (h) and 12.1 (i) shall be treated as overload and shall be paid according to 19.4(a) and 19.4(b). Any overload must be agreed to by the Faculty Member. An overload workload outlining expected duties and number of hours shall be determined and signed off any time during the academic year by the Dean, Department Chair(s) and Faculty Member. Copies of the overload workload will be forwarded to the Faculty Association and Vice President, Academic.
- (m) If a Faculty Member does not sign their tentative workload or amended workload, they have fourteen (14) days to file a Workload Appeal from when they were presented their tentative workload or amended workload. Once the fourteen (14) days expire and the Faculty Member has not filed an appeal, nor signed their tentative workload or amended workload, the tentative workload or amended workload is deemed to be signed.

12.2 (a) A Faculty Member may file a Workload Appeal with the Vice President, Academic who will convene and chair a committee to hear the appeal. The Workload Appeal committee will consist of two Faculty Members appointed by the Faculty Association and one member appointed by the Vice President, Academic.

In determining a final decision on tentative workload or amended workload the committee shall consider all the factors listed in Article 12.1 (f) and 12.1 (g).

In determining a final decision on an amended workload, the committee shall, at minimum, consider the following additional factors:

- the Faculty Member's experience with the amended workload
- the length of notice of the amendment
- the reason for the amendment

A consensual decision of this committee shall be binding. The Faculty Member, the Dean and the Department Chair will attend the meeting to provide information only.

- (b) If a consensual decision cannot be reached by the appeal committee, then the Vice President, Academic, will make the final binding decision.

ARTICLE 13 – UNIFORMS AND PROTECTIVE CLOTHING

- 13.1 Uniforms, coveralls, smocks or other such items shall be provided at the rate of at least one (1) per semester for the protection of the Faculty Member's personal garments. Such items shall be provided, replaced and cleaned upon request of the Faculty Member.
- 13.2 Protective clothing and safety equipment shall be provided by the Board as required by the Occupational Health and Safety Act and the Regulations thereto.

ARTICLE 14 – TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES

- 14.1 A Faculty Member who is authorized to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to claim expenses and allowances as established by regulations. Compensation provided by the regulations shall be adjusted annually, on July 1, to reflect increases provided by Regulations Governing the Payment of Subsistence and Travelling Allowances pursuant to College policy.
- 14.2 No annual adjustments provided under Clause 14.1 above will be applied retroactively.
- 14.3 Any Faculty Member requested to change their campus of employment, for a period of one Academic Year or less, shall be compensated according to the regulations governing the payment of subsistence and traveling allowances pursuant to College policy for any expenses incurred.
- 14.4 Following consultation and agreement with the Faculty Association, the Dean may choose to reimburse some travel expenses for Sessional Part-Time Faculty Members who are employed for subject specialization.

ARTICLE 15 – LEAVE WITHOUT PAY

- 15.1 Where operational requirements permit and with the approval of the Vice President, Academic, leave without pay may be granted in special circumstances to a Faculty Member. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.
- 15.2 Time limits, pursuant to Clause 15.1, shall be waived when it can be established that the Faculty Member for acceptable reasons, was unable to be within the time limit specified.
- 15.3 A Faculty Member shall, pursuant to Clause 15.1, be granted a long-term leave without pay for personal reasons for a period, normally, of one (1) year but not exceeding two (2) years from the date of leaving to the date of return, provided they have continuing appointment status at the time of application.

- 15.4 Personal reasons shall include leave for purposes of self-actualization. It may also include other reasons, provided they are acceptable to the Vice President, Academic.
- 15.5 Any Faculty Member granted leave shall be considered a Faculty Member for the duration of their leave and service time shall be granted as provided under Clause 19.3.
- 15.6 The Employer shall ensure that a position no less favorable than the one held by the Faculty Member before commencing the leave of absence is made available on their return.
- 15.7 Notification of return or request for an extension of leave shall be given to the Vice President, Academic, no less than sixty (60) days prior to completion of the leave.

ARTICLE 16 – MATERNITY AND PARENTAL LEAVE

- 16.1 (a) A pregnant Faculty Member who has been employed for at least ninety (90) consecutive days is entitled to maternity leave without pay.
 - (b) The maternity leave is a period of not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery. A Faculty Member on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Faculty Member and the College mutually agree to shorten the period, in which case the Faculty Member must provide a medical certificate indicating that resumption of work will not endanger her health.
 - (c) A pregnant Faculty Member must provide at least six (6) weeks' written notice of the date she will start her maternity leave. Medical certification certifying that she is pregnant and giving the estimated date of delivery is required.
 - (d) A Faculty Member not providing sufficient notice will be entitled to maternity leave if, within two (2) weeks after ceasing to work, she provides the College with medical certification indicating that she was unable to work due to a pregnancy related medical condition and the estimated or actual date of delivery.
 - (e) If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of a Faculty Member interferes with the performance of her duties, the College may give the Faculty Member written notice requiring her to start maternity leave.

- 16.2 (a) A Faculty Member will be granted parental leave as follows:
- i) a period of not more than sixty-two (62) consecutive weeks immediately following the last day of their maternity leave;
 - ii) a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth, for a parent who has been employed for at least ninety (90) consecutive days;
 - iii) A period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption, for a Faculty Member who is an adoptive parent and who has been employed for at least ninety (90) consecutive days.
- (b) If two (2) Lakeland College employees are parents of the same child only one (1) employee will be granted parental leave at a time.
- (c) A Faculty Member must normally provide the College with at least six (6) weeks' written notice of the date they will start parental leave.
- (d) Written notice under Article 16.1 (c) is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.
- 16.3 When a Faculty Member is on maternity and/or parental leave, the Board and Faculty Association will share the costs (50-50) associated with continuing their existing health and dental plan coverage for the period of leave.
- 16.4 A Faculty Member granted maternity and/or parental leave shall be returned to their former position or be placed in another position at the same salary level upon their return to work. The Faculty Member will be required to give sixty (60) days' notice of their intention to return to work. Failure to give notice in writing sixty (60) days prior to the end of the scheduled leave, or failure to return to work on the date specified in the written notice shall constitute an abandonment of position.
- 16.5 The Faculty Member must provide the College at least sixty (60) days' written notice of the date on which they intend to resume work and in any event not later than sixty (60) days before the end of the leave period to which they are entitled or sixty (60) days before the date on which they have specified as the end of their leave period, whichever is earlier.

- 16.6 An employee who does not wish to resume employment after maternity or parental leave must give the employer at least sixty (60) days' written notice of intention to terminate employment.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.1 (a) The Board recognizes the Faculty Association Grievance and Discipline Committee duly constituted according to the Constitution and By-laws of the Faculty Association as the official representative of the Faculty Association, and of any Faculty Member who asks for its assistance in processing a grievance as set forth in Clause 17.1(b).
- (b) A Grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement, or whether any such difference can be the subject of adjudication.
- (c) A grievance concerning the suspension, dismissal, discipline, or termination of employment of a Probationary or Sessional Faculty Member may be the subject of the grievance procedure except that the decision at Level III shall be final and binding.
- 17.2 A Faculty Association representative shall not discuss a grievance or leave their place of work to investigate a grievance, during working hours without first notifying their supervisor.
- 17.3 The grievance procedure has four levels.
- (a) Level I
- (b) The Faculty Member and/or the Faculty Association shall contact the applicable Dean, to make a reasonable effort 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.
- (c) This discussion should take place within fourteen (14) days after the Faculty Member, or a group of Faculty Members, or the Faculty Association became aware of, or reasonably should have become aware of, the issue that could lead to a formal grievance.
- (d) The Dean has fourteen (14) days following the discussion to provide a response either in person or via email.
- (e) In the event that this process does not resolve the issue, the grievor(s) raising the concern can choose to move to Level II of the grievance procedure.
- 17.4 (a) Level II
- (b) The Level II Grievance Officer shall be the Vice President, Academic

(or designee).

- (c) If a Faculty Member, or a group of Faculty Members, has a grievance, the Faculty Member or group of Faculty Members shall submit to the Vice President, Academic a written statement of the grievance within fourteen (14) days after a failure to resolve the issue at Level I of the grievance procedure.
- (d) The grievance must be signed by the Faculty Member(s) and the Faculty Association, and shall contain:
 - i) the summary circumstances giving rise to the grievance;
 - ii) the provision(s) of the Agreement considered violated; and
 - iii) the particulars of the remedy sought.
- (e) The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render their written decision within twenty-eight (28) days of receipt of the grievance.

17.5 (a) Level III

- (b) The Level III Grievance Officer shall be the President (or designee).
- (c) With the written approval of the Faculty Association, a Faculty Member not satisfied with the reply at Level II shall, within fourteen (14) days of receipt of that decision, submit their grievance in writing to the President.
- (d) The Level III Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render their written decision within twenty-eight (28) days of receipt of the grievance.

17.6 (a) Level IV: Arbitration

- (b) The notice of desire to submit the difference to arbitration must be filed within fourteen (14) days of receipt of the decision at Level III.
- (c) The notice shall contain a statement of the difference and name the Faculty Association's appointee to the Arbitration Board.
- (d) The Board shall, within five (5) working days of receipt of such notice, inform the Faculty Association of the name of its appointee to the Arbitration Board.
- (e) The two appointees so selected shall, within thirty (30) working days of the appointment of the second of them, appoint a mutually

acceptable third person who shall be the Chairman.

- (f) If either of the parties to the grievance fails to name its appointee to the Arbitration Board within the time limits provided, such appointment shall be made by a Justice of the Court of Queen's Bench upon the application of the other party, giving three (3) clear days' notice of such application. Similarly, if the two appointees fail to agree upon a Chairman, the appointment shall be made by a Justice of the Court of Queen's Bench upon the application of either party upon three (3) clear days' notice to the other.
- (g) 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:
 - i) request the attendance of any witness it deems necessary;
 - ii) keep a record of the proceedings;
 - iii) request access to any documents or other materials relating to the dispute;
 - iv) correct any typographical error or omission in the Agreement or any previous award;
 - v) make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.

17.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairman.

17.8 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.

17.9 Where a Faculty Member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty Member and pay to them a sum equal to their salary loss by reason of their suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

17.10 The following provisions apply to grievances under Clauses 2.4 (c) and 10.6:

- (a) A grievance launched pursuant to Clause 2.4 (c) or Clause 10.6 may at the option of the grievor be commenced pursuant to Clause 17.11 (a);
- (b) Upon finding that Clause 2.4 (c) has been breached, the Arbitration Board, in addition to other remedies available to it:
 - i) shall issue a directive directing the Board, the Faculty Association, or the authorized representative concerned, to bargain in good faith and make every reasonable effort to enter into a Collective Agreement, and
 - ii) may prescribe the procedure or conditions under which the collective bargaining is to take place.
- (c) Upon finding that Clause 10.6 has been breached, the Arbitration Board, in addition to other remedies available to it, may rectify the act in respect to which the grievance is made, and without restricting the foregoing, the Arbitration Board may issue a directive to the Board to cease doing the act in respect of which the grievance was made.

17.11 (a) Mediation Option Prior to Level IV

- (b) During the fourteen (14) day period in Level III to refer a grievance to Level IV, 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.
- (c) The party to whom the notice is given has seven (7) working days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
- (d) The two parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Alberta Arbitration and Mediation Society to appoint a Mediator.
- (e) Upon the appointment of a Mediator, the Alberta Arbitration and Mediation Society shall notify the Board and the Faculty Association accordingly.
- (f) The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.
- (g) The Mediator shall, in such manner as they see-fit, without delay, enquire into the dispute and endeavor to resolve it by:
 - i) hearing representations from the parties;
 - ii) mediating between the parties;
 - iii) encouraging the parties to resolve the grievance.

- (h) The Mediator will provide the parties with a report outlining the basis for settlement. The Mediator's recommended settlement will not set precedence.
- (i) The mediation process shall conclude with one of the following options:
 - i) Settlement of the grievance according to terms agreed by the parties during the mediation process.
 - ii) A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- (j) If no settlement is reached at mediation, the fourteen (14) days to refer a grievance to Level IV will commence from the date the mediation is concluded.

17.12 (a) Time Limits

- (b) If the Faculty Association fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.
- (c) If the Board fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- (d) The time limits may be extended by mutual agreement in writing.

17.13 Employer Grievance

- (a) Each of the Employer and the Faculty Association shall have the right to file a grievance with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be presented in writing within fourteen (14) days following the occurrence or origination of the circumstances giving rise to the grievance.
- (b) Faculty Association grievances shall be signed by the Association President or his or her designee and presented to the President of the College or their designee and Employer grievances shall be signed by the President of the College or their designee and presented to the President of the Faculty Association or their designee.
- (c) A meeting of the Presidents or their designees plus a nominee of each party shall be held within fourteen (14) days of the presentation of the grievance. Failing settlement at this meeting the responding party shall, within fourteen (14) days of the meeting give the presenting party its written reply to the grievance. Such grievance may be referred to an Arbitration Board within fourteen (14) days of

the date of the written reply.

- (d) Articles 17.6, 17.7 and 17.8 apply to any grievance referred to arbitration under this section.

ARTICLE 18 – SPECIAL LEAVE

- 18.1 If emergency or uncontrollable personal circumstances prevent a Faculty Member from reporting to work, special leave shall be granted by the Dean subject to the following:
 - (a) The Faculty Member shall communicate the reason for the special leave to the Dean as soon as possible prior to the commencement of the leave.
 - (b) Special Leave shall be limited to the time required to attend to the circumstances.
 - (c) Any absences under this section shall not be extended beyond five (5) consecutive work days without the Dean's prior approval.
 - (d) Special Leave shall be limited to twelve (12) work days per academic year, unless additional special leave is approved by the Board. This entitlement will be prorated for those eligible employees who commence employment other than at the commencement of a fiscal year.
- 18.2 When a Faculty Member is required to serve as a juror, summoned or subpoenaed as a witness or a defendant to appear in court to give evidence or to produce records, they shall be allowed leave with pay, but any juror/witness fee receivable by them shall be paid to the Board.
- 18.3 When a Faculty Member is summoned or subpoenaed as a witness in any matter arising out of proceedings to which the Faculty Member is a party, no compensation shall be paid.
- 18.4 The Board shall grant military leave to a Faculty Member:
 - (a) Where their services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency;
 - (b) Where during a national emergency they volunteer for service, or is conscripted into the armed forces for the duration of the emergency;
 - (c) Where they volunteer for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 18.5 A Faculty Member shall not be required to forfeit any of their vacation entitlements. However, this section does not preclude the Faculty Member from using vacation leave for the purpose of attending military

training.

- 18.6 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.
- 18.7 When a Faculty Member has been granted military leave in accordance with Clause 18.4 and that Faculty Member produces a letter from National Defense Headquarters to the Board of Governors, stating the amount paid by the Department of National Defense to such a Faculty Member, that Faculty Member shall receive their full rate of pay from the Board, less the amount they received from the Department of National Defense.
- 18.8 The Faculty Member shall not suffer any loss of pay, or any other benefit or privilege of this contract in the event that the Board declares a special leave.
- 18.9 Normal absence reporting procedures apply to all special leave entitlement.
- 18.10 Compassionate Care Leave
 - (a) An employee with an immediate family member in the end-stage of life shall be entitled to leave of absence without pay to a maximum period of time as defined pursuant to federal legislation. Immediate family members shall be as defined pursuant to federal legislation.
 - (b) Employees shall be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

ARTICLE 19 – CONDITIONS GOVERNING SALARY ENTITLEMENT

19.1 Faculty Members will be paid in accordance with the following salary grid:

July 1, 2020 – March 31, 2023

STEP	A	B	C	D	E	F	G	H
1	64,820	67,237	68,421	69,631	72,028	76,845	78,031	80,451
1.5	66,030	68,421	69,631	70,916	73,213	78,031	79,240	81,661
2	67,237	69,631	70,916	72,028	74,449	79,240	80,451	82,822
2.5	68,421	70,916	72,028	73,213	75,610	80,451	81,661	84,031
3	69,631	72,028	73,213	74,449	76,845	81,661	82,822	85,240
3.5	70,916	73,213	74,449	75,610	78,031	82,822	84,031	86,430
4	72,028	74,449	75,610	76,845	79,240	84,031	85,240	87,660
4.5	73,213	75,610	76,845	78,031	80,451	85,240	86,430	88,831
5	74,449	76,845	78,031	79,240	81,661	86,430	87,660	89,999
5.5	75,610	78,031	79,240	80,451	82,822	87,660	88,831	91,201
6	76,845	79,240	80,451	81,661	84,031	88,831	89,999	92,401
6.5	78,031	80,451	81,661	82,822	85,240	89,999	91,201	93,602

7	79,240	81,661	82,822	84,031	86,430	91,201	92,401	94,803
7.5	80,451	82,822	84,031	85,240	87,660	92,401	93,602	96,003
8	81,661	84,031	85,240	86,430	88,831	93,602	94,803	97,203
8.5	82,822	85,240	86,430	87,660	89,999	94,803	96,003	98,401
9	84,031	86,430	87,660	88,831	91,201	96,003	97,203	99,601
9.5	85,240	87,660	88,831	89,999	92,401	97,203	98,401	100,800
10	86,430	88,831	89,999	91,201	93,602	98,401	99,601	102,002
10.5	87,660	89,999	91,201	92,401	94,803	99,601	100,800	103,201
11	88,831	91,201	92,401	93,602	96,003	100,800	102,002	104,401
11.5	89,999	92,401	93,602	94,803	97,203	102,002	103,201	105,601
12	91,201	93,602	94,803	96,003	98,401	103,201	104,401	106,801

April 1, 2023 – November 30, 2023

STEP	A	B	C	D	E	F	G	H
1	65,630	68,077	69,276	70,501	72,928	77,806	79,006	81,457
1.5	66,855	69,276	70,501	71,802	74,128	79,006	80,231	82,682
2	68,077	70,501	71,802	72,928	75,380	80,231	81,457	83,857
2.5	69,276	71,802	72,928	74,128	76,555	81,457	82,682	85,081
3	70,501	72,928	74,128	75,380	77,806	82,682	83,857	86,306
3.5	71,802	74,128	75,380	76,555	79,006	83,857	85,081	87,510
4	72,928	75,380	76,555	77,806	80,231	85,081	86,306	88,756
4.5	74,128	76,555	77,806	79,006	81,457	86,306	87,510	89,941
5	75,380	77,806	79,006	80,231	82,682	87,510	88,756	91,124
5.5	76,555	79,006	80,231	81,457	83,857	88,756	89,941	92,341
6	77,806	80,231	81,457	82,682	85,081	89,941	91,124	93,556
6.5	79,006	81,457	82,682	83,857	86,306	91,124	92,341	94,772
7	80,231	82,682	83,857	85,081	87,510	92,341	93,556	95,988
7.5	81,457	83,857	85,081	86,306	88,756	93,556	94,772	97,203
8	82,682	85,081	86,306	87,510	89,941	94,772	95,988	98,418
8.5	83,857	86,306	87,510	88,756	91,124	95,988	97,203	99,631
9	85,081	87,510	88,756	89,941	92,341	97,203	98,418	100,846
9.5	86,306	88,756	89,941	91,124	93,556	98,418	99,631	102,060
10	87,510	89,941	91,124	92,341	94,772	99,631	100,846	103,277
10.5	88,756	91,124	92,341	93,556	95,988	100,846	102,060	104,491
11	89,941	92,341	93,556	94,772	97,203	102,060	103,277	105,706
11.5	91,124	93,556	94,772	95,988	98,418	103,277	104,491	106,921
12	92,341	94,772	95,988	97,203	99,631	104,491	105,706	108,136

December 1, 2023 – June 30, 2024

STEP	A	B	C	D	E	F	G	H
1	66,615	69,099	70,315	71,559	74,022	78,973	80,191	82,678
1.5	67,858	70,315	71,559	72,879	75,240	80,191	81,434	83,922
2	69,099	71,559	72,879	74,022	76,510	81,434	82,678	85,115
2.5	70,315	72,879	74,022	75,240	77,703	82,678	83,922	86,358
3	71,559	74,022	75,240	76,510	78,973	83,922	85,115	87,600
3.5	72,879	75,240	76,510	77,703	80,191	85,115	86,358	88,823
4	74,022	76,510	77,703	78,973	81,434	86,358	87,600	90,087
4.5	75,240	77,703	78,973	80,191	82,678	87,600	88,823	91,291
5	76,510	78,973	80,191	81,434	83,922	88,823	90,087	92,491
5.5	77,703	80,191	81,434	82,678	85,115	90,087	91,291	93,726

6	78,973	81,434	82,678	83,922	86,358	91,291	92,491	94,959
6.5	80,191	82,678	83,922	85,115	87,600	92,491	93,726	96,194
7	81,434	83,922	85,115	86,358	88,823	93,726	94,959	97,428
7.5	82,678	85,115	86,358	87,600	90,087	94,959	96,194	98,661
8	83,922	86,358	87,600	88,823	91,291	96,194	97,428	99,894
8.5	85,115	87,600	88,823	90,087	92,491	97,428	98,661	101,125
9	86,358	88,823	90,087	91,291	93,726	98,661	99,894	102,359
9.5	87,600	90,087	91,291	92,491	94,959	99,894	101,125	103,591
10	88,823	91,291	92,491	93,726	96,194	101,125	102,359	104,826
10.5	90,087	92,491	93,726	94,959	97,428	102,359	103,591	106,058
11	91,291	93,726	94,959	96,194	98,661	103,591	104,826	107,292
11.5	92,491	94,959	96,194	97,428	99,894	104,826	106,058	108,525
12	93,726	96,194	97,428	98,661	101,125	106,058	107,292	109,758

- (a) Faculty Members in Continuing Full-Time positions shall, on their hiring anniversary date, receive one (1) full step on the salary grid.
- (b) Faculty Members in Continuing Part-Time positions shall, on their hiring anniversary date, receive an increase to the nearest half-step on the salary grid, based on teaching load.
- (c) Sessional Full-Time Faculty Members, shall, upon subsequent appointment, be advanced one (1) full step on the salary grid.
- (d) When determining grid steps, no Faculty Member can move more than one (1) grid step in any one academic year.
- (e) The maximum experience increments attainable by a Faculty Member is eleven (11) full steps beyond the grid placement based on academic qualifications, as per Clause 19.2.

19.2 Salary grid placements based on academic qualifications and experience:

- (a) All academic qualifications reference credentials as conferred by Alberta Post Secondary Institutions or Departments, or their equivalents. Relevant qualifications shall be recognized according to the following table:

ACADEMIC PLACEMENT

RANGE	DESCRIPTION OF QUALIFICATION(S)
A	College Diploma; or 1200 hours of International Fire Service Accreditation Congress (IFSAC) or ProBoard Certified Training

B	Journey person's Certificate; or 2400 hours of IFSAC or ProBoard Certified Training; or Two or more College Diplomas; or 2 nd Class Power Engineer
C	Two or more Journey person's Certificates; or Bachelor's Degree; or 1 st Class Power Engineer
D	A Bachelor's Degree plus any one of the following: <ul style="list-style-type: none"> · One year of academic qualifications towards a Master's Degree · CMA, CGA, CA or CPA · Two Diplomas
E	Two Bachelor's Degrees
F	A Master's Degree or Doctor of Veterinary Medicine (DVM)
G	Two Master's Degrees
H	Doctorate

- (b) In the case of appointments of Faculty Members with unique or special skills, the Board reserves the right to pay in excess of the ranges and increments set forth here. These appointments and excess pay are to be done in consultation with the Faculty Association.
- (c) Previous post-secondary teaching for instructional staff and/or relevant work experience for professional resource staff shall be recognized at a ratio of one (1) increment for each year of such experience.
- (d) In determining increments for post-secondary teaching or other relevant work experience, the maximum experience recognized for placement purposes shall be one (1) year in any twelve-month period.
- (e) Relevant work experience for instructional staff shall be recognized at a ratio of one (1) increment for two (2) years of such experience.
- (f) The minimum initial placement for all Continuing Full-Time Faculty Members will be the following for each range:
- A - Step four (4.0) on the salary grid.
 - B - Step three (3.0) on the salary grid.
 - C - Step two and a half (2.5) on the salary grid.
 - D - Step two (2.0) on the salary grid.

- E - Step one (1.0) on the salary grid.
- F - Step one (1.0) on the salary grid.
- G - Step one (1.0) on the salary grid.
- H - Step one (1.0) on the salary grid.

- (g) Notwithstanding 19.2 (c), 19.2 (d) and 19.2 (e), upon mutual agreement between the Faculty Association and the Board, a market adjustment may be used at initial appointment.
 - (h) It is recognized that other educational and training qualifications should be considered by the Educational Qualifications Review Committee for placement and advancement on the grid. Professional designations that are relevant to an academic department and pertain to teaching assignments shall be recognized for grid advancement. Faculty Members who feel they have advanced their academic credentials may, in writing, ask the Educational Qualifications Review Committee to consider their request.
 - (i) An Educational Qualifications Review Committee will be established, consisting of the Vice President, Academic as Chair, two Deans and two members of the Faculty Association. All appeals regarding placement or advancement on the grid shall be made to this committee and its decision shall be final and binding. Copies of the decision will be sent to the Faculty Association and Human Resources.
 - (j) Experience used for the purpose of calculating academic placement on the salary grid shall not be considered for incremental purposes.
- 19.3 After their initial appointment, when a Faculty Member completes requirements for an additional qualification increment, as specified in Clause 19.2 (a), they shall have their qualifications adjusted for salary purposes according to the terms of this Agreement. Such resulting adjustments shall be made effective the first day of the month following the presentation of acceptable proof of attainment of the additional qualifications to Human Resources.
- 19.4 Continuing Faculty Members and Sessional Full-Time Faculty Members who exceed a full workload as determined through Clause 12.1 (h) & (i), shall be paid at the overload rate of pay.
- (a) Overload payment for teaching will be based on a rate of 1/1000 of the Faculty Member's salary grid placement for each hour of teaching overload. This rate includes paid holiday pay and annual vacation entitlement.
 - (b) Where overload arises due to other workload assignments, there shall be mutual agreement between the Department Chair and the Faculty Member as to the level of overload and the equivalent number of hours to be paid at a rate of 1/1000 of the Faculty Member's salary grid placement. This rate includes paid holiday pay and annual vacation entitlement.

- (c) An overload workload outlining the expected overload duties and hours shall be signed off by the Faculty Member and the Chair with copies being forwarded to the Faculty Association and the Vice President, Academic as determined through Clause 12.1 (I).
 - (d) Overload shall be calculated and paid within 60 days of the overload teaching. The Faculty Member will receive written notification of the overload hours and the salary amount.
- 19.5 The Board shall pay each Faculty Member their salary entitlement no later than two (2) banking days before the end of each month.
- 19.6 (a) Department Chair(s) shall receive a modifier equal to \$5,000 per annum over and above present gross salary, and a minimum reduction of their teaching load by twenty-five (25) percent.
- (b) If a Department Chair feels that the amount of time spent on administrative duties as outlined in the job description requires a teaching load reduction in excess of 25 percent, they can recommend a more appropriate reduction to their Dean.
- 19.7 (a) Faculty Members hired on a Continuing Part-Time appointment shall earn salary as a percent of the yearly salary on the grid.
- (b) Faculty Members hired as Counsellor, Public Services Librarian, Learner Success Strategist, Faculty Development Coordinator or Researcher on a Continuing Part-Time appointment shall earn salary as a percentage of the yearly salary on the grid. The percent shall be their initial assigned weekly hours divided by 35. Additional hours assigned after the initial assignment shall be paid as follows:
- $$\text{Hourly rate of pay} = \frac{\text{Yearly Salary Grid Placement}}{(261 \text{ days per year} \times 7 \text{ hours per day})}$$
- (c) Faculty Members hired on a Sessional Full-Time appointment shall earn salary based on the following calculation plus fifteen (15) percent in lieu of Paid Holiday and Annual Vacation entitlements:
- $$\text{Salary Grid Placement} \times 0.87$$
- (d) Faculty Members hired on a Sessional Part-Time appointment shall earn salary based on the following grid plus fifteen (15) percent in lieu of Paid Holiday and Annual Vacation entitlements:

July 1, 2020 – March 31, 2023

	Grid A	Grid B
<Diploma/Journeyperson	36.32	43.39
Diploma/Journeyperson	39.67	46.60
Bachelor's Degree	42.16	49.03
Master's Degree	46.36	53.05
Doctorate Degree	49.63	56.31

April 1, 2023 – November 30, 2023

	Grid A	Grid B
<Diploma/Journeyperson	36.77	43.93
Diploma/Journeyperson	40.17	47.18
Bachelor's Degree	42.69	49.64
Master's Degree	46.94	53.71
Doctorate Degree	50.25	57.01

December 1, 2023 – June 30, 2024

	Grid A	Grid B
<Diploma/Journeyperson	37.32	44.59
Diploma/Journeyperson	40.77	47.89
Bachelor's Degree	43.33	50.38
Master's Degree	47.64	54.52
Doctorate Degree	51.00	57.87

Placement on Grid B will normally follow the completion of five (5) years of related experience. Generally, credit shall be one (1) year for one (1) year except that related non-teaching experience will be one (1) year for every two (2) years of experience.

Notwithstanding the above and following consultation with the Faculty Association, the Dean may discuss and mutually agree with the Faculty Member, to pay a different rate for individuals instructing in courses that are considered to be cost recovery and where enrolment is less than anticipated for direct input costs.

The hours of employment for Sessional Part-Time Faculty Members hired as Counsellor, Public Services Librarian, Learner Success Strategist, Faculty Development Coordinator or Researcher will be based on the premise that for each hour of work the Faculty Member will receive one hour of pay.

The hours of employment for all other Sessional Part-Time Faculty Members will be based on the premise that for every hour in the classroom, there is a minimum additional hour of employment associated with such work as preparation, development, marking, office time, and department meetings.

- 19.8 No Faculty Member shall have their salary reduced as a result of a change in working conditions, duties or relocation on a pay grid. In the event that a Faculty Member is reclassified, reassigned or demoted to another position (pursuant to Article 7) by the College, the incumbent shall remain at their present salary but will forfeit all salary adjustments until such time as the salary in the new position is reached or exceeded. This clause does not apply to the Department Chair stipend as per Clause 19.6 (a).

ARTICLE 20 – PAID HOLIDAYS

- 20.1 Faculty Members are entitled to one day's paid leave for each of the following holidays:
- | | |
|--------------------|-----------------------|
| (a) New Year's Day | Civic Holiday (1 day) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- (b) Employees shall be granted the workdays from December 24 to January 2 inclusive as Christmas leave.
- (c) Annual vacation leave entitlement shall not be reduced by taking Christmas leave.
- 20.2 If a municipality does not proclaim a Civic Holiday as specified in Clause 20.1 above, the first Monday in August shall be observed as such holiday.
- 20.3 When a day designated as a holiday under Clause 20.1 above falls during a Faculty Member's work week and a Faculty Member is not required to work the Faculty Member shall be granted holiday leave on the day observed as the holiday.
- 20.4 Where an Employee is required to work on the day observed as the holiday, the Faculty Member shall receive in addition to their regular pay, two (2) days off in lieu with pay at their regular rate.
- 20.5 When two (2) days off in lieu are granted under Clause 20.4, Faculty Members not employed in continuous operations shall have the days off scheduled at a time mutually agreeable to the Faculty Member and the Board.
- 20.6 Requests for leave without pay on religious holidays will be considered provided adequate notice of the request is given.

ARTICLE 21 – VACATION LEAVE

- 21.1 (a) Each Faculty Member shall:
- i) accrue vacation leave at a rate of 4.0833 days per month;
 - ii) if employed at the maximum salary rate for more than one (1) year, accrue vacation leave at a rate of 4.5 days per month;
 - iii) take annual vacation entitlements consecutively except by mutual consent.
 - iv) be paid for any leave earned but not taken at the time of

termination.

- (b) Where annual holidays conflict with course timetabling, a Faculty Member may be required to take up to a maximum of fifteen (15) consecutive days at a more convenient, mutually agreeable, time of the year, and/or the Board may purchase up to five days from the Faculty Member involved.
 - (c) Where normal summer holidays conflict with course timetabling and Department Chair responsibilities, a Department Chair may apply to the Dean to have up to twenty (20) workdays' vacation per academic year purchased by the Board.
- 21.2 Vacation earned in one academic year must be taken prior to the end of the next academic year. Exceptions to this must be pre-approved by the President.
- 21.3 The Faculty Association will be copied on the vacation usage report for faculty that is produced once per semester.-
- 21.4 Vacation leave entitlement shall be earned during the first forty-five (45) consecutive workdays of authorized sick leave but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- 21.5 Vacation leave entitlement shall be earned when Employees are absent for workdays spent on Board authorized committees and for time spent meeting with the Board during formal negotiation of a Collective Agreement.

ARTICLE 22 – ASSOCIATION MEMBERSHIP AND DUES CHECK OFF

- 22.1 All Faculty Members shall be required to pay Association dues. The Board shall, therefore, as a condition of employment, deduct each month the amount of dues, as set by the Association from time to time, from the pay of all Faculty Members covered by this Agreement.
- 22.2 The Board shall remit Association dues deducted from the pay of all Faculty Members, to the Association by the first working day after the fifteenth calendar day of the following month. Where an accounting adjustment is necessary, to correct an under or an overpayment of dues, it shall be affected in the succeeding month.
- 22.3 Deductions remitted shall be accompanied by particulars identifying each Faculty Member, showing Employee number, name and amount of dues deducted.
- 22.4 The Association shall advise the Board, in writing, of any change in the amount of dues to be deducted from the Faculty Members covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of change.
- 22.5 The Association agrees to indemnify and save the Board harmless against

any claim or liability arising out of the application of this Article.

- 22.6 Deductions for Association dues shall be included on the members' T4 slips.

ARTICLE 23 – PROFESSIONAL DEVELOPMENT

- 23.1 The Board shall provide a Professional Development Fund to the Faculty Association for Faculty professional development.
- 23.2 The Professional Development Fund for the 2020-21 and 2021-2022 academic years will total \$331,784.80. The Professional Development Fund for 2022-2023 academic year will be \$355,932.00 and for the 2023-2024 academic year will be \$340,971.00.
- 23.3 The amount of \$25,000 will be provided yearly to the Association for administering the fund.
- 23.4 The Professional Development Fund provided in any one year shall change from the previous year's provision by the percentage change to the faculty salary grid agreed to for the year.
- 23.5 Unspent money in the Professional Development Fund shall be carried over from one year to the next year.
- 23.6 The Professional Development Fund will be administered by the Faculty Association through a policy developed by the Faculty Association and approved by the Vice President, Academic. Amendments to the policy will follow a similar joint process.
- 23.7 Fifteen percent (15%) of the Professional Development Fund will be set apart annually for College-directed Faculty professional development. The Vice President, Academic will determine the disbursement of this part of the Professional Development Fund. Those monies not spent by June 30 of each year, or monies that have not been allocated or spent by June 30 of each year will revert to the Professional Development Fund as if they had never been set apart.
- 23.8 The Faculty Association shall submit detailed reports to the Vice President, Academic, not less than once per two-month period.
- 23.9 The period of time during which a Faculty Member is on Professional Development leave is to be counted as service time under the Collective Agreement.
- 23.10 Once Professional Development leave has been authorized for a Continuing Faculty Member there is an obligation to ensure that a position no less favorable than the one held by the Faculty Member before commencing the leave is made available on their return.
- 23.11 During Professional Development leave the Faculty Member shall receive normal benefits.

- 23.12 A Faculty Member who receives Professional Development funds to support a leave or reduction in workload, will execute a return to services agreement with the College and Faculty Association that includes return service to the College as determined by the Professional Development Fund policy.
- 23.13 Should a Faculty Member leave the employ of the College, or provide notice of their intent to leave the employ of the College, prior to fulfilling the terms of the return to service agreement identified in Article 23.12, the College shall then be permitted to deduct from the Faculty Members pay cheque any amounts identified as owing to the College in the return to service agreement.
- 23.14 Should a Faculty Member continue to owe money to the College pursuant to the return to service agreement, after deductions have been made pursuant to Article 23.13, the College may file a grievance to recover any outstanding amounts.
- 23.15 Any amounts of monies recovered under Article 23.13 and 23.14 that originated from the Professional Development Fund will be returned to the Professional Development Fund.

ARTICLE 24 – BENEFITS

- 24.1 Long-term Disability Insurance (LTDI)
- (a) The Board will effect and maintain a Long-Term Disability Plan pursuant to the contract of insurance for long-term disability mutually agreeable between the parties hereto which such long term disability insurance and plan contained therein will cover all Faculty Members subject to this Collective Agreement.
 - (b) The Faculty Member shall pay the total premium costs of providing benefits pursuant to long-term disability insurance.
 - (c) An eligible Faculty Member who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of one hundred and thirty (130) consecutive workdays or six (6) consecutive months, whichever is the shorter period, may apply for the long term disability benefits as provided under the LTD Plan.
 - (d) Long-Term Disability benefits payable under the provisions of the LTD Plan, will entitle a Faculty Member, with a qualifying disability, to a total income, from sources specified under the plan, of not less than seventy percent (70%) of their normal salary earned as a Faculty Member at the time of commencement of absence pursuant to Clause 24.1 (c).
 - (e) The maintenance and payment of premium costs of the Long-Term Disability Insurance applicable to Faculty Members covered by this Agreement shall not be altered except through mutual agreement in

writing of the parties to this Agreement.

- (f) A Faculty Member who received LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Group Life Insurance Plan, shall continue to be covered under this Plan throughout the total period the Faculty Member is receiving LTD benefits and the Board and Faculty Member premium contributions, if applicable, shall be paid solely by the Board.
- (g) The parties to this Agreement acknowledge that the Board may terminate a Faculty Member receiving benefits under the contract of long-term disability insurance and whose disability has been prognosed by a third party medical adjudicator to be for an indefinite term provided; however, that should the Faculty Member be able to return to work within the life of the Agreement, then, and in that event, the Board shall assure the Faculty Member the return of their position occupied at the time the Faculty Member commenced receiving the long-term disability benefits. It being further recognized between the parties herein that should the Faculty Member be able to return to work subsequent to the conclusion of this Agreement, then, and in that event, the Board shall make every effort to locate employment for the Faculty Member in a position similar to that occupied by the Faculty Member at the time they commenced receiving long-term disability benefits with it being further understood that the placement or non-placement of such Faculty Member to such similar position is a matter subject to grievance.

24.2 Health Plan Benefits

- (a) The Board shall pay the total premium costs of the Extended Medical Plan for all full-time continuing Faculty Members, their spouses, children and dependents.
- (b) The Board shall pay one-half the total premium costs of the Extended Medical Plan for Continuing Part-Time Faculty Members appointments and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment, if eligible as determined by the terms and conditions of the plan.
- (c) Sessional Part-Time Faculty Members may participate in the Extended Medical Plan by paying the entire cost of the premiums, if eligible as determined by the terms and conditions of the plan.
- (d) Sessional Full time employees who are confirmed to be returning in the following academic year may retain Extended Health Care benefits provided they pay the full cost of these benefits during the months when they are not employed by the College.
- (e) A Faculty Member on College business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by this Agreement.

(f) Subject to the administrative guidelines, Continuing and Sessional Full-time faculty will be eligible to receive a Health Spending Account/Wellness Spending Account, with annual allocation prorated from the following annual maximums:

i) Effective August 1, 2023:

Continuing Full-Time	\$950
Continuing Part-time	\$570
Sessional-Full Time	\$715

ii) The proration of the annual maximum is as follows:

PRORATION TABLE					
Eligible Coverage Maximum Commencement Date – Category					
		Aug 1 - 31-Oct	Nov 1 – 31-Jan	Feb 1 - 30-Apr	May 1 - 31-Jul
		100%	75%	50%	25%
CFT		\$950.00	\$713.00	\$475.00	\$238.00
CPT		\$570.00	\$428.00	\$285.00	\$143.00
SFT		\$715.00	\$537.00	\$358.00	\$179.00

iii) The guidelines for the HSA portion of this account remain unchanged from previous. For the WSA, Product Categories will include the following:

- Health Support
- Family Care
- Fitness and Sports Activities
- Fitness and Sports Equipment
- Recreational and Leisure Activity
- Financial Contributions
- Legal and Financial Advice

(iv) By June 30th of each year, employees eligible for the HSA/WSA account will make an allocation for utilization of their HSA/WSA credits for the next benefit year (August 1 – July 31). Any employees that do not respond by June 30th will have all credits assigned to the HSA portion of this account only.

(v) Any unused allocations in an employee’s HSA/WSA as of July

31st of each year will have credits carried forward to the next benefit year, for a maximum of one year.

- (vi) Where the Employer chooses to contract with an insurer for the administration of the HSA/WSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Faculty Association.

24.3 Group Life

- (a) Participation in the Group Life Insurance Plan is a condition of employment for the following categories of Faculty Members:

Continuing Full-Time
Continuing Part-Time
Sessional Full-Time
- (b) The Board shall pay the total premium cost for \$75,000 of basic life coverage for Continuing Full-Time Employees.
- (c) The Board shall pay one-half the total premium cost for \$75,000 of basic life coverage for Continuing Part-Time Faculty Members and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment.
- (d) Sessional Part-Time Faculty Members may participate in the Group Life Insurance Plan by paying the total premium cost for \$75,000 of basic life coverage, if eligible as determined by the terms and conditions of the Plan.
- (e) The Board shall make available a Supplemental Life Insurance Plan for an amount not greater than \$250,000, which the Faculty Member may elect and pay for through payroll deduction.

24.4 Accidental Death and Dismemberment

- (a) The Board shall maintain a Master Insurance Policy for all Faculty Members covered by this Agreement that provides insurance coverage up to a maximum principle sum of \$250,000 in the event of each accidental death or dismemberment. The total premium costs of this policy shall be paid by the Board. The Board shall provide the Association with a copy of the policy and any letter of intent issued by the Insurer.
- (b) The total premium cost of this policy shall be paid by the Board for Continuing Full-Time Faculty Members. The Board shall pay one-half of the total premium costs of this policy for Continuing Part-Time Faculty Members and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment.
- (c) Sessional Part-Time Faculty Members may participate in the

Accidental Death and Dismemberment Plan by paying the total premium costs, if eligible as determined by the terms and conditions of the Plan.

- 24.5 The Board shall provide general liability insurance coverage for all Faculty Members covered by this Agreement while engaged in the scope of their duties.
- 24.6 The terms and conditions of all insurance policies and benefits maintained by the College on behalf of its Faculty Members shall be by mutual written agreement of the Board and the Faculty Association.
- 24.7 The Board shall bear any and all costs associated with proof of insurability and arbitration of grievance against policy carriers agreed to in this contract.
- 24.8 Notwithstanding Clause 24.9 (a), in the event of any dispute arising from the aforesaid, the Faculty Member shall not be made to suffer any loss of salary, benefits, privileges, increments or rights pursuant to this Agreement until such time as mutually agreed to or awarded by arbitration.
- 24.9 Dental Plan

Specific carrier to be determined following investigation and mutual agreement by the Board and the Faculty Association.

- (a) The Plan shall not cover the cost of any dental services provided prior to the date a Faculty Member and the Faculty Member's dependents, if any, become eligible for coverage.
- (b) The Board will pay the entire premium cost for the Dental Plan for Continuing Full-Time Faculty Members. One-half the total premium cost of this Plan will be paid for by the Employer for Continuing Part-Time Faculty Members. The Employer will pay the entire premium cost of this Plan for Sessional Full-Time Faculty Members during their term of employment.
- (c) Continuing Part-Time Faculty Members will be covered by this plan, if eligible as determined by the terms and conditions of the Plan.
- (d) A Faculty Member may become eligible to participate in the Dental Plan on the first day of the month following the date that the Faculty Member completes three (3) consecutive calendar months of employment with Lakeland College.
- (e) Sessional Full-time employees who are confirmed to be returning in the following academic year may retain Dental Care benefits provided they pay the full cost of these benefits during the months when they are not employed by the College.

- 24.10 Notwithstanding the previous provisions of this Article concerning the

Board's obligation to pay benefit premiums, the Board shall be obligated only to pay a monthly premium cost up to the maximum of each benefit premium cost as of June 30, 2016, for each participating Employee.

24.11 Pension Plan

- (a) Participation in the Local Authorities Pension Plan (LAPP) is compulsory for all Continuing Faculty Members. Sessional Faculty Members are not eligible to participate.
- (b) The College will make the required deductions from the salaries of eligible Faculty Members and remit to the LAPP Fund along with their employer contribution amount.
- (c) LAPP will be administered in accordance with the guidelines provided by Alberta Pensions Services.

ARTICLE 25 – ILLNESS LEAVE

25.1 Casual Illness

- (a) "Casual Illness" means an illness which causes a Faculty Member to be absent from duty for a period of three (3) consecutive workdays or less. If a Faculty Member is ill at work or requires time off for the purposes of attending a dental, physiotherapy or medical appointment, provided they have been given prior authorization by the Employer and they work one hour in the half day they are absent for these purposes, such absence shall neither be charged against their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which they became ill or attended the appointment.
- (b) At the commencement of each Academic year a Faculty Member shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay. Each day, or portion of a day, of casual illness used, shall be deducted from the remaining casual leave entitlement for that Academic year.

25.2 General Illness

- (a) "General Illness" means an illness which causes the Faculty Member to be absent from duty for a period of more than three (3) consecutive workdays but shall not exceed one hundred and thirty (130) consecutive workdays. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clause 25.1.
- (b) A Faculty Member at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 25.2 (c) herein:

- i) Illness commencing in the first month within the first year of employment: no salary for each of the first five (5) workdays of illness and thereafter seventy (70) percent of normal salary for one hundred and twenty-five (125) work days of illness;
 - ii) For Continuing Faculty Members, illness commencing during the probationary period but following the first month of employment; and for Sessional Full-Time Faculty Members, following the first month of employment: one hundred (100) percent of normal salary for each of the first twenty (20) work days of illness and seventy (70) percent of normal salary for each of the next one hundred and ten (110) workdays of illness;
 - iii) Illness commencing during the permanent or continuing status period: one hundred (100) percent of normal salary for each of the first one hundred and thirty (130) workdays of illness;
 - iv) For purposes of Clause 25.2 (b) above, "employment" includes salaried employment and also any prior employment on wages provided that there is not a break in service.
- (c) A Faculty Member, upon return to active work after a period of General Illness of fewer than one hundred and thirty (130) consecutive workdays, will have any illness leave days used for which normal salary was paid at the rate of 100% reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used, for which normal salary was paid at the rate of 70%, shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.
- (d) For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and thirty (130) consecutive workdays. Absences due to illness or disability in excess of that period shall be subject to Article 24.
- (e) A Faculty Member is not eligible to receive sick leave benefits under this Article if the absence is due to an intentional self-inflicted injury.
- (f) When a day designated as a Paid Holiday under Article 20 falls within a period of general illness it shall be counted as a day(s) of general illness. Under no circumstances shall a Faculty Member be authorized both a day(s) of general illness and a holiday(s) for the same day(s).
- (g) Clause 25.2 is subject to Clause 25.3.
- (h) A Faculty Member on professional development shall be entitled to all benefit(s) pursuant to this Article.

25.3 Proof of Illness

- (a) A Faculty Member may be required to provide proof of illness upon return to work where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate. The Employer may also require the Faculty Member to submit proof of attendance at a medical, dental, or optical appointment when time off from work is granted to attend such appointments.
- (b) For any absence under Clause 25.2 (General Illness) the Faculty Member shall provide a medical certificate. In addition, the Faculty Member may be required to provide, in advance of returning to the workplace, a medical certificate of fitness to return to work.
- (c) The Board may require that a Faculty Member be examined by a Medical Board:
 - i) in the case of prolonged or frequent absence due to general illness;
 - ii) when it is considered that a Faculty Member is unable to satisfactorily perform their duties due to disability or illness. The report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.
- (d) Pursuant to Clause 25.3 (c), a Faculty Member shall be entitled to have their personal physician or other physician of their choice to be a member of the Medical Board or to act as their counsel before the Medical Board. Expenses incurred under this clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Faculty Member's physician.
- (e) Where a Faculty Member has been examined by a Medical Board and is also applying for LTD benefits, a copy of the report of the Board shall be considered as part of the Faculty Member's application.
- (f) The Parties agree that all benefits as provided in Article 25 are intended only for the purpose of protecting a Faculty Member from loss of income when the Faculty Member is ill.

25.4 Medical Examinations

- (a) Where the Employer requires a Faculty Member to undergo periodic compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This clause does not apply to proof of illness as required under Clause 25.2 of this Agreement.

ARTICLE 26 – INTELLECTUAL PROPERTY

- 26.1 The Vice President, Academic and the Faculty Association will finalize and maintain, through mutual agreement, policies and procedures for intellectual property.
- 26.2 Definitions
- (a) "Copyright" bears the same meaning throughout as in the Copyright Act (Canada).
 - (b) "Work" bears the same meaning throughout as in the Copyright Act (Canada).
 - (c) The "Educational Program" includes all intramural credit courses, evening credit courses, summer school and spring session courses.
 - (d) "Public Domain" means all extramural courses, non-credit courses, other educational institutions, the public at large, whether as individuals or organizations.
- 26.3 Where a Faculty Member produces copyright material while in the employ of Lakeland College, they shall be entitled to the full provisions of copyright and the College shall waive any and all right to copyright in a work produced by that Faculty Member provided, however, that such waiver shall not apply in the case of work provided by a Faculty Member who has been engaged by the College to prepare works for the College or part of whose normal responsibilities to the College is to prepare such works.
- 26.4 With respect to any and all material, whether in print or electro-media, a Faculty Member agrees to make available to Lakeland College, for its educational program, without payment of royalty but at the expense of the College, copies of any work produced by the Faculty Member in the course of their employment and involving the use of College production facilities or funds, provided that such commitment does not interfere with other contractual obligations governing the use of the material.
- 26.5 Where a Faculty Member shares copyright with one or more persons in any material produced with the use of College production facilities or funds, the Faculty Member shall ensure that any contract entered into respecting copyright, guarantees use of the material, without payment of royalty, to the College for its educational program.
- 26.6 Where a Faculty Member has copyright in a work produced in whole or in part with the assistance of College facilities or funds then the Faculty Member shall:
- (a) Enter into a contract with the College, such contract to establish at least: fee or royalty, duration of use, editorial control, audience.
 - (b) Grant to the College a license to use the work, including the right to grant others the right to use the work according to the Agreement established in Clause 26.6 (a). The Faculty Member shall have the

right to restrain the use of their copyrighted material in the event that the College wishes to distribute such material to third parties outside the institution in a manner not provided for in the contract or license and the College shall secure written permission with a copy to the Lakeland College Faculty Association from the Employee prior to any such arrangement.

- (c) Agree with the College that upon receipt of fees, the same will be divided between the College and the Faculty Member according to the contract provided for in Clause 26.6 (a).

26.7 The College has no obligation to maintain, store or otherwise keep or care for works produced by Faculty Members provided that the College may retain copies of works, if it sees fit, and will on the request of the Faculty Member, retain a master of the final work for a period of time to be then agreed upon between the College and the Faculty Member. Master or copies retained by the College will not be amended, edited, cut or changed in any way by the College without the consent of the Faculty Member or other copyright owner. Where the Institution wishes to erase or otherwise destroy the copyright material, whether during or at the end of the term of the present Agreement, the Faculty Member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the material for their own use and at a cost not to exceed the cost of the original material upon which the copy is taken.

26.8 A Faculty Member warrants to the College that they are the owner of the work and of the copyright in the work and that it is an original with them. In cases where fees or licenses for the use of copyright material used in the work required, the Faculty Member shall provide the College with a list of the copyright holders. The College shall be responsible for securing permission to use such copyrights, but the Faculty Member shall indemnify the College against any loss should the list not include a legal copyright owner.

26.9 The College and the Association shall undertake to establish a Copyright Committee comprised of one nominee of each party and a third person mutually agreeable to the two parties. It shall be the responsibility of this committee to hear grievances arising out of the copyright Agreement and to act as a resource to both parties seeking advice and guidance on the copyright provisions of the Collective Agreement. The Copyright Committee shall be established pursuant to the Agreement and shall establish its procedures for operation.

LETTER OF UNDERSTANDING - Benefits

A Joint Benefits Committee, consisting of no more than two representatives from each of the Lakeland College Faculty Association, the Alberta Union of Provincial Employees – Local 071 Chapter 004, and the Administrative Group, and the Director, Human Resources, shall be formed. The Committee will meet as necessary to discuss and suggest benefit communication strategies, review consultant provided benefit renewal reports, and make recommendations regarding potential benefit plan changes.

LETTER OF UNDERSTANDING – Health Care Aide Program

With respect to Article 19.7(d) of the Collective Agreement between the Board of Governors of Lakeland College and the Lakeland College Faculty Association, it is hereby agreed between the parties that the hours of employment for Sessional part-time Faculty Members hired for the Health Care Aide Program Clinical Placements will be based on each hour of work, the Faculty Member will receive one hour of pay. An hour of work may also include orientation, prior site visit(s), being at the site before or after the students scheduled shift. The above paid work will not include preparation, development, marking, office time, or department meetings. These Faculty Members shall not work more than eight (8) hours per day or forty (40) hours per week.

LETTER OF UNDERSTANDING – Workload Process and Transparency Improvement Committee

This letter serves as a formal understanding between the College and the Association regarding the collaborative efforts to enhance transparency and efficiency in the administration of faculty workload with a focus on the administration of overload, sessional part-time contracts and overall timelines.

Recognizing the importance of efficient workload management and the need for greater transparency, both parties agree to initiate a focused effort on improving these processes. The objective is to develop and implement strategies that leverage modern technology to streamline operations and enhance transparency for all parties involved.

A committee will be established comprised of representatives from the College and the Association.

This committee will be responsible for:

Assessing Current Processes, Identifying Technological Solutions, Developing Improvement Strategies and Reporting findings back to both the College and Association.

The committee will include equal numbers of administration and faculty including representatives from both campuses.

Timeline and Meetings:

The committee will convene and meet at least 4 times over the 2024-2025 academic year. With the intention to have a report completed within the academic year.

Both parties are committed to fostering a collaborative environment where all committee members can contribute their expertise and insights. Through joint efforts and open communication, we can achieve significant improvements in the management of faculty workload and create clarity for Faculty Members.

Both parties can mutually agree to continue with this committee should extra time be required beyond the 2024-2025 academic year.

In witness whereof the parties hereto have executed this Collective Agreement

this 30 day October 2024, A.D.



Adam Waterman
Chairman
Board of Governors Lakeland College



Neil Napora
President
Lakeland College Faculty Association

30-10-2024

Date

30-10-2024

Date



Witness



Witness

APPENDIX A

PERFORMANCE APPRAISAL

In areas where there may be a conflict between this document and the Collective Agreement, the Collective Agreement will have precedence.

September 2002
Amended June 30, 2007

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Appendices

Appendix 1 – Faculty Evaluation Package

Appendix 2 – Student Instructor Evaluation

Appendix 3 – Course Reaction Survey

Appendix 4 – Interpretation Guidelines for Course Evaluations

Appendix 5 – Faculty Performance Appraisal Summary Report

Appendix 6 – Code of Conduct and Ethics

Article 1 -- Definitions

Definitions of terms used in the document may also to be found in the Faculty Association Collective Agreement and are included as follows.

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 A word used in the singular may also apply in the plural;
- 1.3 "Act" means the Post-Secondary Learning Act 2003, Chapter P-19.5, proclaimed in force March 18, 2004;
- 1.4 "President" means the Chief Executive Officer of Lakeland College;
- 1.5 "Faculty Association" means the Lakeland College Faculty Association;
- 1.6 "Academic Council" means Lakeland College Academic Council as required by the Post-Secondary Learning Act;
- 1.7 "Faculty Member" or "Member" means any individual designated by the Board within this Agreement. Individuals employed as Counsellor, Public Services Librarian, or The Learning Centre Coordinator are designated as Faculty Members;
- 1.8.1 "Workday" shall normally include a morning and an afternoon, or an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 21 of this Agreement;
- 1.8.2 A Faculty Member's normal hours of work shall not exceed seven (7) hours per day;
- 1.8.3 "Workday" for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.8.1;
- 1.9 "Increment" means the difference between one step and the next step within a pay range, as specified in Article 20;
- 1.10 "Family" in addition to its usual meaning, includes common law relatives;
- 1.11 "Full Week" means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 21 shall be considered a day worked provided the workday immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;

- 1.12 "Board" means the Board of Governors of Lakeland College;
- 1.13 "School" means an administrative unit under a Dean. "Instructional Unit" refers to a department or grouping of departments under a Department Chair;
- 1.14 "Preparation period" shall be any period in which the Faculty Member does not have assigned duties;
- 1.15 A "Semester" is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;
- 1.16 A "Contact Hour" is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.17 "Teaching" means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.18 "Academic Year" means a period commencing July 1 and ending June 30;
- 1.19 "Continuing" member means a Faculty Member whose appointment is continuous from year to year, subject to Article 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Suspension and Dismissal, and subject to the provisions of Article 7, Reassignment and Termination of Continuing Employees;
- 1.20 "Sessional" member means a Faculty Member whose appointment is for a specific period of time within an academic year;
- 1.21 "Probationary" member means a Faculty Member whose appointment is for a period of probation of **up to** two (2) years and who shall, subject to Article 8.2, upon satisfactory completion of that probationary period, become a continuing member;
- 1.22.1 "Continuing Full-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load of 455 to 650 contact hours;
- 1.22.2 "Continuing Part-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 260 to 454 contact hours;

- 1.23 "Long Term Professional Development" means those activities undertaken by a Faculty Member to upgrade his teaching skills, research requirements, professional qualifications and/or technical expertise, for a minimum of six (6) weeks and a maximum of twelve (12) months;
- 1.24 "Contact day" is any workday in which a Faculty Member has an assigned teaching load;
- 1.25 "Faculty Evaluation Committee" (FEC) is the committee constituted as per this Appendix – Performance Appraisal, Article 3;
- 1.26 "Peer" is a member who possesses an educational background and performs work similar to that of the member being evaluated;
- 1.27 "Faculty Selection Committee" is the committee constituted as specified in the Collective Agreement, Article 4 – Procedures for Appointments

Article 2 -- Professional Standards Committee

- 2.1 The Faculty Association's Professional Standards Committee (see Collective Agreement Article 11 – Performance Appraisal) will be responsible for the development of the criteria for:
 - a) the award of continuing appointments
 - b) faculty performance evaluation
- 2.2 The Professional Standards Committee will also be responsible for the development of:
 - a) a job description format to be used for all instructional positions and laboratory assistant positions at Lakeland College
 - b) a student evaluation for course and/or instructor
- 2.3 The Professional Standards Committee only shall, on a continuing basis, amend all of or any part of this document as the committee feels necessary, subject to general faculty approval and the approval of the Vice President, Academic.
- 2.4 The Professional Standards Committee will address disputes as per Appendix 6: Code of Conduct and Ethics.

Article 3 -- The Faculty Evaluation Committee

- 3.1 Each School/Centre shall establish Faculty Evaluation Committees.
- 3.2 The membership of each committee shall consist of:
- a) Academic Vice-President (or Senior Academic Officer) (SAO)
 - b) Dean – if there is no Dean this committee member shall be appointed by the SAO.
 - c) Department Chair – if there is no Department Chair this committee member shall be a peer Faculty Member appointed by the SAO.
 - d) Two Faculty Members – these are to be peer instructors
- 3.3 Duties of the members of the Faculty Evaluation Committee:
- a) Academic Vice-President (or Designate) shall
 - i. set forth a schedule of evaluations during each fall semester, indicating both the individuals to be evaluated during the year and the members of the respective Faculty Evaluation Committees,
 - ii. call together and chair the Faculty Evaluation Committees,
 - iii. ensure that the intent of the guidelines set down in this document are followed,
 - iv. ensure consistency in form and content among Faculty Evaluation Committees.
 - b) The Dean and Chair shall evaluate the member's performance in fulfilling their institutional duties as well as their conduct with particular reference to Appendix 6: Code of Conduct and Ethics.
 - c) Two Faculty Members, the peer instructors, shall complete the instructor's peer evaluation form(s) (Article 7).
- 3.4 The Faculty Evaluation Committee shall review on an on-going basis, and present its recommendations on, the performance of the following Faculty Members:

- a) those on probationary appointments
 - b) those on continuing appointments
 - c) those on sessional appointments
- 3.5 The Faculty Evaluation Committee shall make recommendations regarding:
- a) professional development leading to improved performance
 - b) appointment to continuing employment status
 - c) continuation of probation
 - d) termination of probation
 - d) termination of employment
- 3.6 The recommendations of the Faculty Evaluation Committee will be conveyed in writing to the candidate on probation, not less than two (2) months before expiration of the candidate's probation. Failure to do this will, in the first year, automatically result in the extension of the candidate's probation for a further year, and in the second-year continuing employment status.
- 3.7 All Faculty Evaluation Committee recommendations shall be decided by a majority vote of the committee, presented in the presence of the Academic Vice- President or SAO and forwarded to the President.
- 3.8 For any given probationary position, the members of the Faculty Evaluation Committee shall remain the same unless otherwise designated by the executive of the Faculty Association.
- 3.9 In developmental evaluations (where a decision on probationary or continuing status is not to be made) the findings of the FEC shall be communicated to the member by the Dean.
- 3.10 In a judgmental evaluation (where a decision on probationary or continuing status is to be made) the findings of the Faculty Evaluation Committee shall be communicated to the member at a meeting of the FEC.

Article 4 -- Job Description Format

- 4.1 All job descriptions will be based on the following categories:
- a) education
 - b) experience
 - c) personal qualifications
 - d) communication skills
 - e) responsibilities
 - f) location
 - g) salary
- 4.2 The education category shall contain the following information:
- a) any desirable academic training
 - b) all educational requirements will be listed in order of preference with the first listed requirement being the essential qualification for the position.
- 4.3 The experience category shall contain information concerning:
- a) any desirable field experience
- 4.4 The personal qualifications category shall contain the following information:
- a) any special interests
 - b) any additional personal qualifications such as driver's licence, etc.
- 4.5 The communication skills category shall contain the following information:
- a) any particular language skills such as the ability to write and speak fluently in the English language.
 - b) any media skills
 - c) abilities to relate to people
- 4.6 The responsibilities category shall contain the following information:
- a) any instructional duties
 - b) any administrative duties
 - c) any professional development and Association requirements
 - e) to whom you are responsible
- 4.7 The location category shall indicate specifically where the job and/or applicant will be located.

4.8

The salary category:

- a) may state the maximum possible salary
- b) shall state that the applicant's starting salary will be determined by his placement according to his qualifications on the salary grid of the collective agreement.

Article 5 -- Evaluation Procedure

- 5.1 The purpose of evaluation is to provide information to the member that will enable him to maintain or improve the standard of his performance.
- 5.2 The appropriate Faculty Evaluation Committee shall review and evaluate the performance of the following Faculty Members:
- a) Those on probationary and sessional appointments shall be evaluated at least each semester after beginning instructional duties. The Academic Vice-President has responsibility for initiating and following through on these evaluations.
 - b) Those on continuing and previously evaluated sessional appointments greater than four months shall normally be evaluated once every five years or sooner if scheduled by the Academic Vice-President or his designate, or requested by the instructor.
 - c) Part-time employees teaching two (2) or more courses of instruction and working in excess of 80 contact hours per academic year will be evaluated annually by a designee(s) of the Faculty Evaluation Committee
- 5.3 Major emphasis of the peer evaluation will be on the following items listed in order of priority with the first listed being the major consideration: the instructor's
- a) knowledge of and ability to prepare, deliver, and evaluate his instructional material to the students in an effective manner.
 - b) ability to communicate effectively with students.
 - c) ability to work as a team member with the rest of the staff.
 - d) ability to perform divisional and college duties within the scope of the contract or as mutually agreed upon by the instructor and Department Chair.
 - e) ability to act in a professional manner as defined in the Code of Conduct and Ethics (Appendix 6) of the Lakeland College Faculty Association Constitution.
- 5.4 The peer instructors (two Faculty Members) shall be responsible for the completion of the peer evaluation form. The peer instructors selected to evaluate a particular instructor shall each complete the peer evaluation form at least one week prior to the meeting of the Faculty Evaluation Committee. The instructor may see the contents of the peer evaluation form.
- 5.5 All classroom visitations should be pre-arranged. In the pre-arranged classroom visitations, the peer evaluator will meet with the instructor, receive a copy of the course outline, as well as a lesson plan and the

learning objectives for the lesson that will be delivered on the day the visitation is to be conducted. In addition, she should review the exams and mark schemes set for the course (if appropriate) and review the instructor's course notes, lab guides, and student grade recording systems. There may be a post-visitation conference between the instructor and the peer evaluator to discuss the achievement of the pre-stated objectives of the pre-arranged visitation(s).

- 5.6 All peer evaluators are encouraged to attend an in-house evaluation orientation and training session.
- 5.7 The peer evaluators shall normally be in the same academic area as the instructor to be evaluated.
- 5.8 The committee shall interview the instructor (if he wishes to appear) before deciding its final recommendations.
- 5.9 Any discussion within and/or forms completed by the Faculty Evaluation Committee (FEC) shall be confidential.
- 5.10 Instructors are to perform a self-evaluation. This will be submitted to the Faculty Evaluation Committee.
 - a) Specifically, these self-evaluations should address at least the following.
 - A written statement of personal education principles
 - A summary of personal and professional development
 - An interpretation of student feedback results
 - A list of goals to achieve in the next review period.
 - b) Self-evaluations may additionally include such activities as the instructor may choose.
- 5.11 The instructor being evaluated shall have one opportunity to contest the recommendations by requesting a second peer evaluation by different peer instructors.
- 5.12 The Faculty Evaluation Committee may decide, by a majority vote, to request a second peer evaluation by two different peer instructors.

- 5.13 If the Faculty Evaluation Committee or the instructor requests a second peer evaluation, the Academic Vice-President will inform the committee members and the instructor being evaluated:
- a) that a second peer evaluation has been requested and is being acted upon.
 - b) that there will be no final recommendations until the results of the second peer evaluation have been heard by the Faculty Evaluation Committee.
- 5.14 The second peer evaluation is to be completed within three weeks after the request is made by the Faculty Evaluation Committee.
- 5.15 The second pair of peers will present their evaluation to the Faculty Evaluation Committee. The first pair of peers are not present while this presentation is being made.
- 5.16 The final decision of the Faculty Evaluation Committee will be voted on by all members involved in the evaluation. (Dean, Chair and both pairs of peer instructors).
- 5.17 The Faculty Evaluation Committee will not be able to request a third peer evaluation.
- 5.18 In the event the Faculty Evaluation Committee does not meet with the member to be evaluated, then the Academic Vice-President shall conduct the evaluation (with the member) and the peer evaluation shall be included as an integral part of such evaluation.

Article 6 -- Peer Evaluation Form

The format for recording information from classroom visitations is shown in Appendix 1.

Article 7 -- Student Instructor Evaluation

- 7.1 There will be two Student Instructor Evaluation forms. The longer Student Instructor Evaluation (SIE) form, and the shorter Course Reaction Survey (CRS). Each instructor is encouraged to evaluate two courses per academic year with the Student Instructor Evaluation form. His other courses will be evaluated by the Course Reaction Survey. The department chair in consultation with the instructor shall decide on which courses to use the Student Instructor Evaluation.
- 7.2 Student Instructor Evaluation forms or Course Reaction Surveys shall be administered by the instructor or department chair to the class before the final exam. The person administering the forms is to

delegate one student to hand out the forms, read the enclosed instructions to the class, and collect the completed forms. The completed forms (and Student Survey booklet where applicable) will then be sealed in an envelope and handed to the departmental/divisional secretary. The instructor or department chair will leave the classroom after he/she has delegated a student to coordinate the process. The completed SIE or CRS forms shall be compiled and summarized by the departmental secretary or computer services when the computer equipment is able to process the response sheets.

- 7.3 Instructors are free (and encouraged) to administer student/course evaluation forms to their classes in the middle of the course. The results of such surveys are the instructor's and are to be used only by him for mid-course adjustments.
- 7.4 Student evaluation will be primarily a guide for instructor use.
- 7.5 Course evaluation by students shall remain strictly anonymous. The instructor, the department chair, and/or the Dean shall see only the summary and not the individual student forms.
- 7.6 Student evaluation will have no effect on instructor evaluation. However, in the case of student evaluations being consistently objectionable to instructor and/or course, the department chair may bring to the attention of the Dean the necessity for a peer evaluation of that particular instructor and/or course. The Academic Vice-President may call a Faculty Evaluation Committee at his discretion.
- 7.7 A copy of the Student Instructor Evaluation (SIE) (Appendix 2) and Course Reaction Survey (CRS) (Appendix 3) are attached, together with a Guidebook for Interpreting the Student Evaluation (Appendix 4).

Article 8 -- Storage of Evaluations

- 8.1 Following the meeting of the Faculty Evaluation Committee a Faculty Performance Appraisal Summary Report shall be written. It shall follow the format outlined in Appendix 5. It shall be completed within one week of the meeting of the Faculty Review Committee and signed by all participants as soon as possible.
- 8.2 The instructor being evaluated will receive a copy and another copy will be placed in the instructors file in the personnel office. No other copies shall exist.

APPENDIX 1

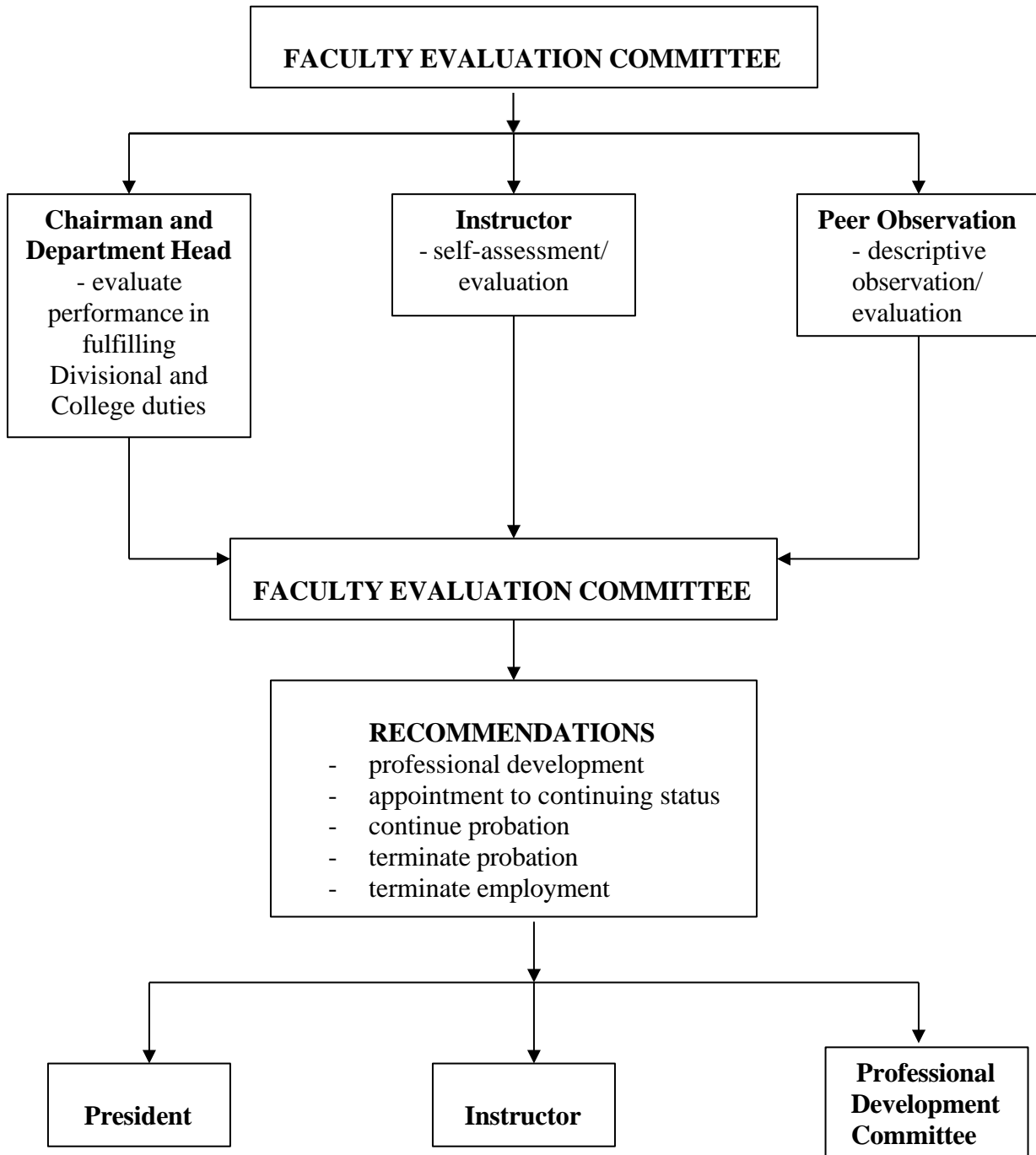
FACULTY EVALUATION PACKAGE

HOW	Adult Education Model = simple; involving; non-threatening
PROCESS	1. Instructor Self-Assessing from experience, interests, goals 2. Peers' Observation 'blank sheet' = descriptive without judgement describe setting & group, in words & pictures (ethnographic) describe what happens during learning (phenomenological) 3. Case Study Evaluating general discussion; helping & improving instructor, peers, supervisor
WHAT	Instruction = Preparation Methodology: Technique & Delivery Climate & Motivation Subject Matter Evaluation: Self, Student, Course

Faculty Evaluation Procedure

The basic procedure is outlined in Articles 3 and 5 of this Appendix. All members of the Faculty Evaluation Committee should become familiar with the procedures prior to involvement with Faculty Evaluation.

The flow chart below summarizes the Faculty Evaluation Process.

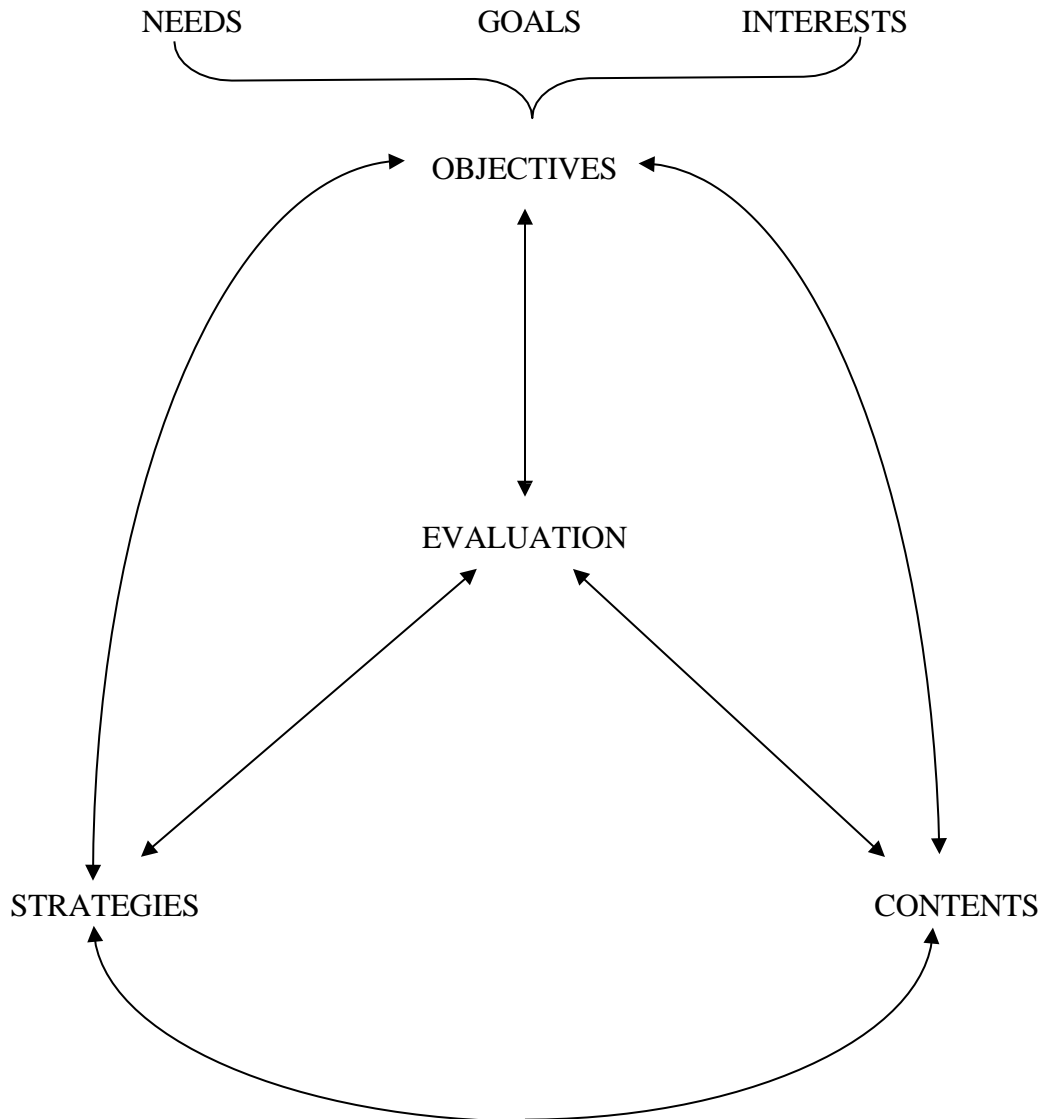


Background To The Adult Education Model Of Faculty Evaluation

1. Evaluation

Evaluation is only part of the learning process, which may be illustrated using the model below. The arrows show how the different parts of the learning process are dependent on each other, and also how each part must be judged for its value at all stages of learning.

NOTE: GOALS are broad aims
OBJECTIVES are precise statements of what is required
CONTENTS are what is to be learned
STRATEGIES/METHODS are how the contents are learned
EVALUATION is judging or valuing the usefulness of the learning objective, contents and methods



2. Instruction

Instruction helps the student to learn and includes:

Methodology

Technique

Delivery

&

Climate Setting

Motivation

&

Subject Matter Knowledge

Evaluation

Self

&

Student

&

Course

External observation and valuing suffers from limited perspectives and limiting time constraints, since the factors affecting the learning/instructional processes are many. Thus, open-ended, non-judgmental descriptions, in words and pictures, (ethnographic), frequently show insights perhaps not apparent at the time of observation. Specific occurrences during the observation should be carefully noted as they may appear more significant later (phenomenological). Pictorial records of interactions and interferences are also useful – for example, directions of questions and answers. Although observation should be non-judgmental, true feelings should be recorded separately. Valuing is, therefore, achievable later in a case-study setting, which includes many perspectives.

Aids to observation may be used. The observer should read the requirements for each instrument to be used and should understand and be committed to the process as a whole. Full and open discussion, before, during, and after the observation should aim for a non-threatening process, beneficial to the student, the instructor and the institution. The overall goal must be positive; helping improvement of the learning process in achieving future success of the student.

3. References

Bogdan R. and Taylor, S.J. (1975). Introduction to Qualitative Methods. John Wiley, New York.

Gubs, E.G. and Lincoln, Y.S. (1981). Effective Evaluation. Jossey Bass. San Francisco.

Knowles, M.S. (1973). The Adult Learner: A Neglected Species. Gulf Publishing, Houston.

_____ (1970). The Modern Practice of Adult Education: Androgogy Versus Pedagogy. Association Press, New York.

Maslow, A.H. (1954). Motivation and Personality. Harper and Row, New York.

Patton, M.Q. (1980). Qualitative Evaluation Methods. Sage. Beverly Hills.

Rogers, C.R. (1969). Freedom to Learn. C.E. Merrill, Columbus.

_____ (1961). On Becoming a Person. Houghton-Mifflin, Boston.

Tough, A.M. (1979). The Adult's Learning Projects: A Fresh Approach to Theory and Practice in Adult Learning. Ontario Institute for Studies in Education, Toronto.



Instructor Self-Assessment

Name	Position	Date
<p>Describe your efforts fully. Consider your goals, interests, and experiences. If additional space is needed, use the back of this sheet.</p>		
Empty space for description		

Thoughts for Consideration

- Evaluation = think about and record opinions
- State the goal of the program.
- How well does the course fit into the program?
- Is the outline useful to the learners?
- Do the objectives help the learners?
- What learning methods are used?
- What are the sources of learning contents?
- What assignments are expected of the learners?
- Does the course have a bibliography?
- How is the learning evaluated?
- What is the worthiness of the course?
- What are the limitations of the course?



Peer Observation

Observer / Position	Observed / Position	Date
<p>Describe as fully as possible your observations. If additional space is needed, use the back of this sheet.</p>		
Large empty space for observations		

Thoughts for Consideration

- Describe as fully as possible your observations (recognize that you will not be able to get everything).
- Use pictures as well as words, for example: the room setting, contents, seating plan, and questioning/answering sequence.
- Describe specific, significant occurrences during the learning, for example: movements, help given by instructor/learners, reactions, evaluation tools, laboratory exercises, motivating behaviors, teaching tools.

Remember:

INSTRUCTION = PREPARATION & METHODOLOGY & EVALUATION

climate &	- self
motivation technique &	- learner
delivery of subject matter	- course

Evaluator / Position	Evaluated / Position	Date
<p>Discuss fully, freely, openly, and honestly your observations and provide positive suggestions or recommendations. If additional space is needed, use the back of this sheet.</p>		
Empty space for discussion		

Thoughts for Consideration

INSTRUCTION = PREPARATION & METHODOLOGY & EVALUATION

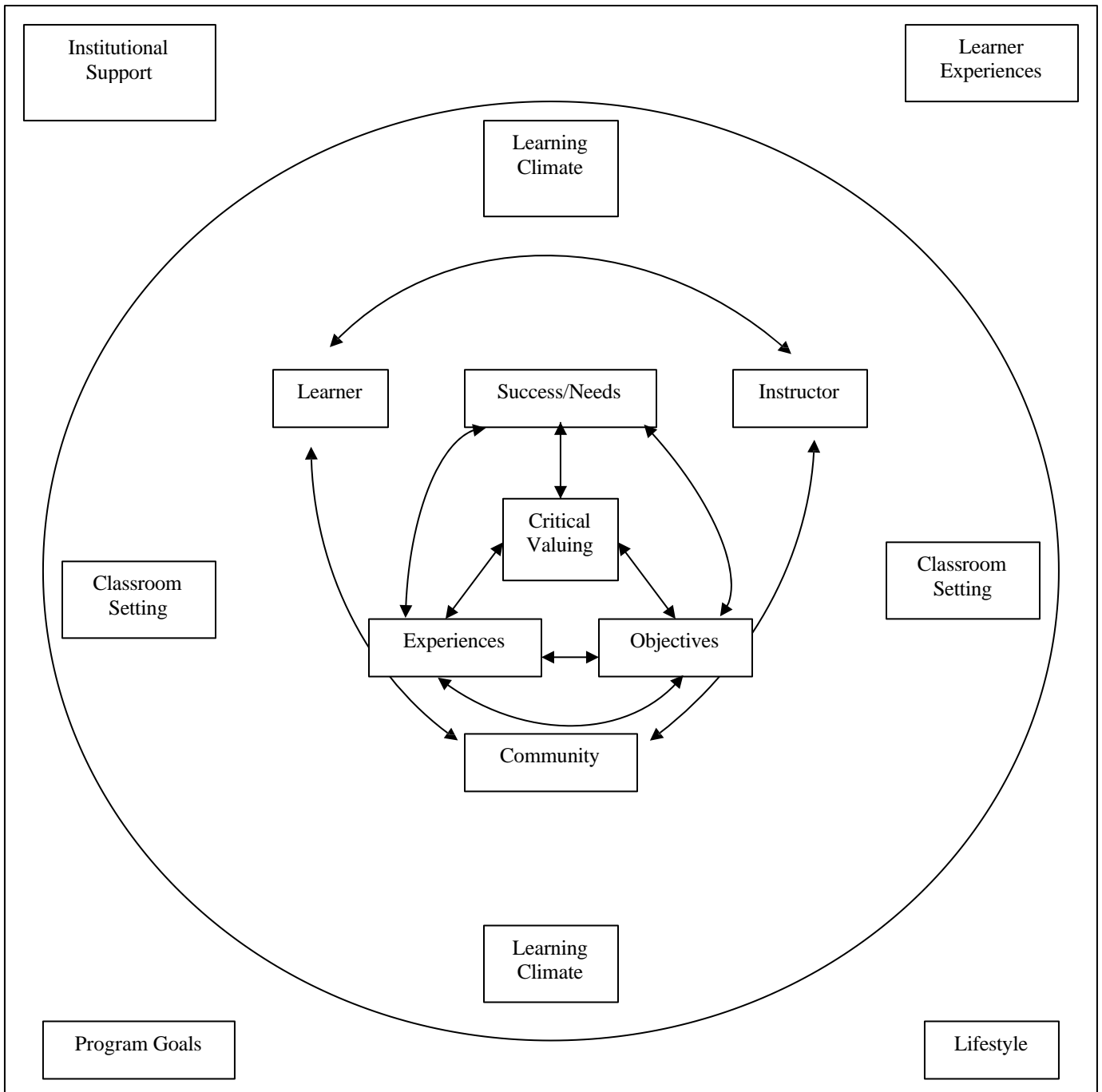
climate &	- self
motivation technique &	- learner
delivery of subject matter	- course

- Instructor observed has also been known to be a person.
- An observation is somebody's real-life experience.
- Observers are presumed guilty until proven innocent.
- Total trust and complete skepticism are twin losers.
- Always be suspicious if everything is obvious and easy to evaluate.
- Make sure when you are tempted to make a conclusion that it appears to have something to do with what you are studying.

Case Study Evaluation / Mutualistic Learning Model

Try to get a holistic view; the instructor does not work in isolation. Many factors affect the Learner's/Instructor's success. All of these factors are mutually dependent; as seen in the diagram below.

The most important observation is certainly –“How the whole lesson/learning is VALUED” – both in the preparation and at the completed stage.



APPENDIX 2

STUDENT INSTRUCTOR EVALUATION

Directions to Students

This evaluation of your course and your instructor is a part of a program for improving the quality of instruction at Lakeland College. The answers, which you give, will assist the instructor and his/her supervisor in their appraisal of both the course and the instructor.

The Student Course Evaluation is a four-part evaluation form. You are requested to respond to each item in Section 1 and Section 2. There are three varieties of teaching modes in Section 3. You are to respond only to the teaching mode(s) designated by your instructor in Section 3.

Section 4 evaluates the optional evaluation items for individual instructors. If the instructor utilizes the Optional Section 4, he/she will provide you with the evaluation items by writing them on the board, by duplicating the questions, or by using a transparency.

A student in your class will be delegated to distribute and collect, when completed, the response forms and evaluation booklet, fill in and sign a cover sheet, seal them in an envelope and hand them in to the departmental Administrative Assistant.

MAKE NO MARKS ON THIS EVALUATION BOOKLET

USE NO. 2 PENCILS ONLY

1. On the response sheet provided, write in the course name, number and section in the space provided.
2. Complete the Demographic Information by coding the appropriate responses.
3. Do not write your name on the response sheet. Complete all the appropriate sections of the Student Course Evaluation. Indicate the strength of your agreement or disagreement with the statement by marking the appropriate space according to the following scale:
strongly agree agree disagree strongly disagree or not applicable
e.g. The instructor is well prepared for class.
If you strongly agree with the above statement, you feel that the instructor is always well prepared. If you agree with the statement, you feel that the instructor is frequently well prepared. If you strongly disagree you may feel that the instructor is never or hardly ever well prepared.
4. You may use the reverse side of the response sheet for additional comments about the course, program or instructor.



STUDENT INSTRUCTOR EVALUATION

DEMOGRAPHIC INFORMATION

1. Type of program being pursued				
Diploma <input type="checkbox"/>	University Transfer <input type="checkbox"/>	Certificate <input type="checkbox"/>	Apprenticeship <input type="checkbox"/>	Other <input type="checkbox"/>
2. Classification				
Full time <input type="checkbox"/>		Part time <input type="checkbox"/>		
3. Year of study at Lakeland College				
1st <input type="checkbox"/>	2nd <input type="checkbox"/>		Other <input type="checkbox"/>	
4. Estimated GPA to date				
3.50-4.00 <input type="checkbox"/>	2.75-3.49 <input type="checkbox"/>	2.00-2.74 <input type="checkbox"/>	1.50-2.00 <input type="checkbox"/>	Below 1.50 <input type="checkbox"/>
5. Estimated final grade in this course				
4.00-3.50 <input type="checkbox"/>	3.00-2.50 <input type="checkbox"/>	2.00 <input type="checkbox"/>	1.50 <input type="checkbox"/>	Below 1.00 <input type="checkbox"/>
6. This course is required for my major				
Yes <input type="checkbox"/>		No <input type="checkbox"/>		
7. Sponsored Student				
Yes <input type="checkbox"/>		No <input type="checkbox"/>		

SECTION 1 –THE COURSE

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
1. The course reflects the description in the course outline.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. This course unnecessarily duplicates materials covered in another course I have taken.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The textbook and other instructional materials are appropriate for my reading level.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Films, audio-visual materials, and other teaching devices used are appropriate to my learning in this course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The course is well organized.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The test(s) are a measure of what was presented.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. I believe this course is relevant to my program.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. My knowledge from previous courses/schoolwork was adequate preparation for me to take this course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 2 – THE INSTRUCTOR

1. The instructor is well-prepared for class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor meets the class on time.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor summarizes the major points in the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
4. The instructor emphasizes the important material in the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor gives clear responses to questions asked in class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor follows the course outline.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor's tests reflect the subject matter of the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor grades fairly.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor provides me with information on how well or how poorly I am doing in this class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor is interested in my learning.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor encourages students to come to him/her for assistance.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor was readily available for help.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor provides a clearly worded course outline on the first day of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor provides a clearly worded statement of the evaluation procedure for the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. I would recommend this instructor to another student.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor returns all graded material promptly.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION 3 – TYPE OF COURSE:
A. LECTURE/DISCUSSION**

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
1. The instructor greets the class prior to beginning the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor states the learning objectives of the day's lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor relates the present topic to previous topics.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor adequately introduces the material for the day.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor separates major points from supporting points.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor summarizes and draws conclusions at the end of the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor uses illustrations/examples.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. This lecture course is adequately supported by audio-visual aids (charts, models, maps, films, overheads, chalkboards, or handouts).				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor's appearance and/or gestures contribute to effectiveness of the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
13. This course increased my appreciation for the subject.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The physical classroom environment was distracting.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor frequently cancelled classes.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. LABORATORY/SHOP

16. The materials and supplies needed to complete lab assignments are available.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The tools and equipment needed to complete lab assignments are available.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The tools and equipment are in a safe operating condition.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The laboratory is generally neat, clean, and well-organized.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The proper instructional materials are provided.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. The instructor adequately demonstrates the equipment.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The instructor circulates among the students.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. The lab experience relates to the course learning objectives.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. The instructor provides adequate verbal explanations.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
25. The instructor circulates among the students according to their individual needs.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. The lab provides a hands-on experience.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. The instructor is available to respond the student questions.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. The instructor shows a procedure and allows you the opportunity to repeat it yourself.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. The instructor provides enough feedback on you performance and/or projects.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. The instructor gives corrective criticism or suggestions in a positive manner.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. INDIVIDUALIZED INSTRUCTION

34. A clearly worded course outline is provided at the beginning of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. A definite timetable for completion of all units in one semester or one term is provided.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
36. The classroom where one takes tests is quiet and well-supervised.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. The instructor is available for consultation during the entire period.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. The instructor gives a thorough orientation into self-pacing on the first day of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. Provision is made for orientation for students entering the class after the first day.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. The instructor encourages the students to come for help during office hours.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. The instructor has a clear policy regarding the use of enrichment activities.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. The instructor is helpful.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. The instructor is knowledgeable on the subject matter of the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. The instructor is an accurate grader/evaluator.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45. The instructor provides enough feedback on your performance and/or project.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46. The instructor gives corrective criticism or suggestions in a positive manner.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
48. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 4 – OPTIONAL

On the back of the response sheet please comment on how the course may be improved. Consider such factors as the content and objectives, the course position in the program, physical facilities, your readiness, and the instructor.

APPENDIX 3 COURSE REACTION SURVEY

The institution would like to know what it and the instructor can do to improve the course and program. Please rate each item by coding your answer on the following pages.

Please make your decisions about the degree to which you agree/disagree with each statement separately rather than on your overall feeling about the instructor or program.

COURSE REACTION SURVEY

Instructor		Course Title/Number		Date	
Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable
1. Clear objectives were given at the beginning of the course.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The course followed the objectives and course outlines given.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The content was relevant to my program.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor was consistently well prepared in the class.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor spoke clearly, and avoided distracting mannerisms.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor was available for advice and assistance when asked.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Evaluation/grading system was clearly explained at the beginning of the course.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. The evaluation system accurately measured my progress in this course.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Graded materials were returned soon enough to be useful.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor made helpful comments on papers, exams, and other work used in evaluating my performance.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor made sure that materials were available (films, lab equipment, handouts, etc.) when required.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The text and references helped my learning.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The field trips helped my learning.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The class was held at scheduled or agreed upon times.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor was interested in ensuring that we learned in class.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor encouraged participation by students in class.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The instructor treated students with respect.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The variety of materials and teaching/learning experiences used by the instructor was sufficient to maintain my interest and help me to learn.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The facilities and equipment available were adequate to allow effective teaching and learning to occur.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The course topics were presented in an orderly manner that encouraged learning of the material or achievement of course objectives.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Please feel free to make additional comments to your responses on the above statements or other factors that hindered or helped your progress in this course/program (the place of this course in the program, college facilities, administration, policies, procedures, and faculty knowledge, skills or attitudes). Use the other side of this sheet if necessary.

APPENDIX 4

INTERPRETATION GUIDELINES FOR COURSE EVALUATIONS

Principles for the use of student ratings for faculty evaluation and development

In using and interpreting student ratings, committees, chairs, deans, and other administrators should be guided by these principles:

1. Student course evaluations must be supplemented with other sources of information about teaching, such as syllabi, tests, grade distributions, faculty self-evaluations, and reports of class observations by colleagues.
2. Student course evaluations are only one tool for helping to improve teaching. Student course evaluations can be a valuable source of information that aids in instructional improvement. However, while serving this “diagnostic” function, standard rating forms are not very “prescriptive” in terms of specific suggestions to the instructor for making adjustments. In this regard, the role of one’s peers and chairperson are probably more valuable. Faculty Members should be encouraged to do their own confidential surveys during the course of the semester.
3. Chairs, deans, and peer committees who rely on student course evaluations have a responsibility to be educated in the interpretation of these data. Extensive research has been done on student ratings and those who use these data should be aware of the strengths and limitations of student ratings. Among other things, the research suggests the following principles:
 - Standardized procedures should be carefully developed and scrupulously followed for the administration of student rating forms. For example, the forms should be anonymous; the instructor should not be in the room when the forms are administered; the forms should be distributed toward the end of the semester; and the students should not be unduly rushed when completing them.
 - When using student ratings for evaluative purposes, look primarily at data that include multiple classes or sections across several semesters, and from classes that have at least 10 raters and two-thirds of the class present. Data on a few classes or a few students are likely to be unreliable.
 - Do not overanalyze the data. Small differences between one instructor or another or between one section and another may be meaningless.

- Look at the results in terms of relevant comparison; the absolute numbers in student ratings are of only limited value. Department chairs should furnish Faculty Members with reports that allow Faculty Members to compare their own results to that of the department as a whole.
- Take into account the fact that some courses typically receive higher or lower evaluations, and do not inappropriately reward or penalize instructors for these differences. For example, large classes typically receive lower ratings, as do required courses and courses outside of a student's major areas. Upper-level courses tend to receive higher ratings.
- Allow faculty to submit comments on their student evaluations, and take into account special factors (e.g. whether the course is a new or redesigned course or is team-taught).

Recommended background reading:

Cashin, William E. (1998) "Student Ratings of Teaching: A summary of the Research," (IDEA Paper No. 20). Manhattan: Kansas State University, Center for Faculty Evaluation and Development, and William E. Cashin (1990) "Student Ratings of Teaching: Recommendations for Use," (IDEA Paper No. 22). Manhattan: Kansas State University, Center for Faculty Evaluation and Development.

APPENDIX 5

 <p>Lakeland COLLEGE</p>	<p>FACULTY PERFORMANCE APPRAISAL SUMMARY REPORT</p>
--	--

Name (full name)	Position/School	Evaluation Period

Faculty Evaluation Committee Members:

- | | |
|----|--|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

1. Areas of Strength

Classroom	Other

2. Areas Requiring Improvements

Classroom	Other

3. Development Plan

Objective	Plan	Intended Outcome

4. Performance Summary

Unacceptable <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>	Acceptable <input type="checkbox"/>
--	---	--

Comments: (Required if ratings are “below standards of performance” or “unacceptable performance”.)

5. Faculty Member’s Comments

Agree with the Rating <input type="checkbox"/>	Disagree with the Rating <input type="checkbox"/>
---	--

Faculty Signature	Date:
--------------------------	--------------

(Your signature in this section indicates only that you have read and discussed with your supervisor all of the sections of the appraisal, not that you are in agreement.)

6. Faculty Evaluation Committee Members’ Comments
--

--

Peer Evaluation Signature	Date:
----------------------------------	--------------

Peer Evaluation Signature	Date:
----------------------------------	--------------

Chair Signature	Date:
------------------------	--------------

Dean’s Signature	Date:
-------------------------	--------------

Vice President’s Signature	Date:
-----------------------------------	--------------

APPENDIX 6

CODE OF CONDUCT AND ETHICS

The Association shall encourage its members to conform to the following code:

With Respect to the Association:

1. The member will accept service to the Association as a professional obligation.
2. A member who has requested the Association to represent him in any grievance or controversy will honor commitments made on his behalf by the Association.
3. The member will adhere to policies laid down by the Association and will seek to alter such policy only through constitutional means.
4.
 - a. A Faculty must declare the existence of any conflict of interest.
 - b. Following this declaration, the Faculty Member must not participate in discussion in voting or in voting related to the issue that gave rise to declared conflict of interest.
 - c. In the special instance where the Faculty Member's declaration of a conflict of interest and subsequent withdrawal from participating in discussion and voting lead to a lasting reduction in Faculty Membership on a joint committee, the Faculty Board of Directors shall either appoint a replacement who will serve until the conflict of interest is resolved or call an election whichever is appropriate.

With Respect to Colleagues:

5. The member will do nothing that might result in a reduction of a student's confidence in a colleague.
6. A member will refrain from unfavorable criticism of a peer except in confidence to the appropriate officials, after informing the colleague of the criticism.
7. A member will submit to the Professional Standards Committee disputes arising from professional relationships with colleagues which resist resolution by personal discussion. The Board Faculty Board of Directors shall be the final arbiter of all such disputes.
8. A member will observe a reasonable and proper respect for the authority of the Board of Governors and the Administration of Lakeland College and will

recognize the duty to protest, through channels, administrative policies and practices that cannot be accepted in good conscience.

With Respect to the General Public:

9. A member will not divulge to non-members of the Association information considered to be confidential unless approved by the Board of Directors and/or the Association, except as required by law, or when, in the considered judgement of the member, it is in the best interest of a student.

With Respect to Lakeland College:

10. A member will not seek personal gain or advantage from professional position held at Lakeland College by offering goods or services to Lakeland College students or their families.
11. A member will refrain from accepting gainful employment not part of the duties of that member's position with Lakeland College where such outside employment might adversely affect the quality of work done for Lakeland College, the member's professional status or relationship with students, associates or community.
12. Members will strive to achieve and maintain good working relationships with students, colleagues and the administration and to that end will always adhere to the spirit and letter of the agreement between the Association and Lakeland College.
13. A member will avoid accepting a teaching assignment or responsibility for which the member is unqualified and will protest working conditions which make it difficult or impossible to render professional service.
14. A member will avoid conduct which might bring dishonor or disgrace to the member, the member's peers or the institution and will always strive to maintain personal professional prestige.
15. Members will strive to maintain academic excellence in educational practices through professional development activities and to increase their education through study and constructive criticism.
16. Any member intending to resign shall give notice of intention as early as possible.

With Respect to Students:

17. A member will speak to, deal with and act towards students in a respectful and dignified manner.
18. A member will avoid making any unreasonable demands upon a student.

19. A member will not accept extra remuneration for tutoring a student outside the classroom in a subject in which the member instructs that student during regular working hours.
20. A member will not offer special advantage to any student or unfairly require more of one student than another.