



**Grande Prairie Regional College**

**ACADEMIC STAFF ASSOCIATION/  
BOARD OF GOVERNORS**

**COLLECTIVE AGREEMENT**

August 15, 2017 – August 14, 2019



**THIS AGREEMENT**

**between**

**THE BOARD OF GOVERNORS  
of GRANDE PRAIRIE REGIONAL COLLEGE  
of the first part**

**and**

**THE GRANDE PRAIRIE REGIONAL COLLEGE  
ACADEMIC STAFF ASSOCIATION  
of the second part**

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

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





Memorandum of Agreement  
Academic Staff Association/Board of Governors  
August 15, 2017 – August 14, 2018

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## **MEMORANDUM OF AGREEMENT**

between the


**ACADEMIC STAFF ASSOCIATION**  
Grande Prairie Regional College

and the

**BOARD OF GOVERNORS**  
Grande Prairie Regional College

The parties agree that the Collective Agreement currently in effect for the period August 15, 2014 to August 14, 2017 will be extended to August 14, 2018.

  
Dr. Reddy Ganta, Chairperson  
ASA Negotiations Team

  
Susan Bansgrove, Chairperson  
Board of Governors Negotiations Team



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## ARTICLE 1.0      DEFINITIONS

1.1      In this Agreement:

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

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

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

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

- a change to contact hours within the Department maximum limit
  - the addition or deletion of a lecture, lab, practicum or seminar of a course already in the workload, provided the number of contact hours remains within the Department maximum limit
  - the addition of a lecture, lab, practicum or seminar of a different course than currently assigned, but familiar to the instructor, provided the number of contact hours remains within the Department maximum limit
  - the time a lecture, lab, practicum or seminar is given
  - the room in which a lecture, lab, practicum or seminar is given
  - the delivery method for the lecture, lab, practicum or seminar, provided the instructor has used the method in the past or is familiar with it
  - the addition of a lecture, lab, seminar, or practicum that the instructor has taught within the past two (2) academic years.
- (b) the following examples would be a “significant change”:
- the addition of a lecture, lab, practicum or seminar in a course which the instructor has never taught before
  - the addition of a lecture, lab, practicum or seminar in a course in a discipline different from the instructor’s discipline.

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

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

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

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

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

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

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

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

### **2.1      Application of the Agreement**

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

### **2.2      Duration of the Agreement**

- 2.2.1      This agreement shall come into effect August 15, 2018 and shall remain in effect until August 14, 2019. Thereafter, and in the absence of the notice provided in Clause 4.1 hereof, it shall be deemed to be renewed on the 15<sup>th</sup> day of August for the period of one additional year.
- 2.2.2      In the event that notice to amend or to terminate is given, this Agreement shall remain in effect until an amendment or a new Agreement is made by the parties hereto.

### **2.3      Limitations of the Agreement**

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

### **2.4      Application of Articles**

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

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

- 3.1      The Board recognizes the Association as the exclusive bargaining agent for the terms and conditions of employment for the Academic Staff Members.
- 3.2      The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any employee for reason of membership or legitimate activity in the Academic Staff Association.
- 3.3      The Association shall have the use of the internal postal system, meeting rooms on any campus, audio-visual service, and telephone service. Duplicating, computer time, long distance telephone calls and other such services will be charged back at cost.
- 3.4      The College agrees to print and provide, to the Association, without charge, a copy of the Collective Agreement for each Member. Any additional Academic Staff Association copies will be at the Academic Staff Association's expense, on a cost basis.

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

- 4.1      Notice to amend, or to open negotiations on the Board/ Association Collective Agreement, shall be given in writing by either party to the other not later than December 15 of the year preceding the date on which the Agreement is open for amendment.
- 4.2      The preliminary meeting of the two Committees shall be held on a mutually acceptable date no later than January 15 of any year in which negotiations occur.
- 4.3      At the preliminary meeting, the Committees shall:
  - 4.3.1      establish a schedule of meetings to carry out the negotiating process.
  - 4.3.2      present to each other a list of three mediators.
  - 4.3.3      present, to each other, the list of items upon which each party proposes to conduct negotiations, together with a statement of its initial position on each item.
  - 4.3.4      jointly select a Secretary who shall record the pertinent information discussed and the matters agreed to at each meeting, if it is determined that a Secretary is needed. Both parties to the agreement shall share the costs of the Secretary equally.
- 4.4      Editorial changes to the existing Agreement shall be drafted by individuals agreeable to both Committees.
- 4.5      The items agreed upon, including any editorial changes and the wording of the changes therein, shall be signed by the Chairperson of each Committee and shall not be open to further negotiations upon being ratified by both parties.

4.6 In case a settlement cannot be reached by April 8, any items still in contention may be subject to mediation.

4.7 Within five days following the last regular meeting, the Committees shall meet to outline their respective positions on all outstanding items and to randomly select a nominee and an alternate from the combined list of mediators in 4.3.2.

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

4.8 The Mediator shall meet with and hear the position of both parties as soon as possible, dependent upon the availability of the Mediator, after the meeting required in Clause 4.7, and attempt to effect a settlement agreeable to both parties on all items still in dispute.

4.9 If, after five days, the Mediator cannot bring the parties together in agreement on the items in dispute, he or she may, in his or her report, make a recommendation regarding a settlement of the outstanding items.

4.10 Mediation shall be deemed to have failed if:

- a) either party does not accept the recommendation of the mediator or
- b) fifteen days have elapsed and no mediator's report has been issued, unless such period is extended in writing by both parties.

4.11 If mediation has been deemed to have failed under Clause 4.10, then all items still in dispute shall be settled by binding arbitration according to the following procedures:

4.11.1 Within fifteen days, the Association shall appoint one arbitrator and the Board shall appoint one arbitrator.

4.11.2 Within an additional ten days the two arbitrators shall select a third arbitrator who shall act as Chairperson of the Arbitration Board.

4.11.3 The Arbitration Board shall meet with and hear both parties and shall, within five days of the final meeting, hand down an award which shall be binding upon the Board and the Association.

4.11.4 The Association shall be responsible for the payment of its arbitrator, the Board shall be responsible for the payment of its arbitrator, and both parties shall share equally the cost of the third arbitrator.



- 4.11.5 If either party fails to appoint a Member to the Arbitration Board, as required by these procedures, the defaulting party has lost its case, and the party not in default shall be determined as having its position accepted, unless the non-defaulting party in its sole discretion determines otherwise.

## **ARTICLE 5.0      ACADEMIC STAFF APPOINTMENTS**

### **5.1      Guiding Principles**

- 5.1.1 All Academic Staff shall become Members of the Academic Staff Association.
- 5.1.2 All Members shall have the right during their appointment to fair consideration for promotion and for increases in responsibility and salary.
- 5.1.3 All Members shall be evaluated during the term of their appointment in accordance with Appendix V.
- 5.1.4 All Members shall enjoy reasonable access to all College facilities.
- 5.1.5 All Members shall enjoy opportunity for academic freedom generally, and specifically in areas of research, publishing the results thereof and freedom from institutional censorship.

### **5.2      Procedures for Academic Staff Appointments**

- 5.2.1 If a position becomes available in a Department, the Dean shall, after consultation and agreement with the Vice-President or designate, inform the Director of Human Resources of:
- a) the category of the position, whether it be full-time or part-time.
  - b) the effective date and length of the position.
  - c) the minimum academic qualifications required.
- 5.2.2 In order to attract the best possible candidates, all positions will be advertised on the GPRC website and through other relevant media as determined by the Director of Human Resources.

The appointment of any Member to the Academic Staff shall be recommended to the Vice-President by the appropriate Dean following nomination by a Selection Committee. The Selection Committee membership consists of: the Dean as Chair, a non-voting Human Resources representative, two Members selected by the Department, and one Member appointed by the College.

5.2.3 The recommendation of the Committee (cf 5.2.1 and 5.2.2) shall include:

- a) the category of the appointment, whether it be full-time or part-time;
- b) The effective date, length and term of the appointment whether it be continuing, annual or sessional.
- c) the placement as to salary level and the experience increments recommended.

5.2.4 The confirmation of the appointment of any Member of the Academic Staff shall be given in writing by the President or designate, setting out at least the following:

5.2.4.1 the category of appointment, whether it be full-time or part-time

5.2.4.2 the effective date, length, and terms of the appointment

5.2.4.3 the placement as to salary level, and the experience increments granted

5.2.4.4 the salary entitlement of the appointment, on an annual and/or monthly basis

5.2.5 A copy of the confirmation of appointments shall be forwarded to the Secretary of the Academic Staff Association.

5.2.6 Any Member who is appointed on a full-time sessional basis for an academic session and who is subsequently re-engaged on a full-time basis for the next ensuing academic session may be granted either a full-time sessional, full-time annual or continuing appointment effective from August 15 of the second year of appointment.

5.2.6.1 The ratio of full-time sessional Faculty, including sabbatical replacements, to all annual, continuing and tenured Faculty shall not be more than 12%.

5.2.7 In general, the College shall establish full-time appointments and incorporate part-time appointments into full-time appointments when possible. This shall not preclude the hiring of part-time employees when necessary.

- 5.2.8 Any Member who holds a full-time tenured appointment shall be eligible for a part-time tenured appointment for health reasons.
- 5.2.8.1 The minimum workload for a part-time tenured Member shall be fifty percent (50%) of the Departmental maximum full-time workload for that Department.
- 5.2.8.2 If the part-time tenured Member leaves the employ of the College the original full-time tenured position will be reinstated or eliminated in accordance with Clause 6.6.
- 5.2.8.3 A Member who holds a part-time tenured appointment shall be required to participate in the Local Authorities Pension Plan where such appointment meets LAPP registration requirements as set out in the conditions of the LAPP.

### 5.3 Probationary Status

- 5.3.1 A Member shall serve a probationary period of three consecutive years prior to being eligible for tenure.
- 5.3.2 Normally Members shall receive a sessional appointment in the first year, an annual appointment in the second year, and a continuing appointment in the third year. Continuing appointments shall not be unreasonably withheld.
- 5.3.3 If, during the first six months of a Member's appointment, adequate reasons for termination can be demonstrated to the satisfaction of the College, in consultation with the Executive of the Academic Staff Association, then the Member's appointment may be terminated with two weeks' notice.
- 5.3.3.1 The Member shall be given an opportunity to discuss with the Vice-President the demonstrated reasons for termination prior to any action being taken under Clause 5.3.3.
- 5.3.4 The College may terminate a Member's continuing appointment by serving written notice to such effect not later than June 1 in any year, and such termination shall be effective on August 14 of the same year.
- 5.3.5 In addition, where the termination of a Member's continuing appointment is the result of position abolishment due to formal changes in programs or insufficient enrolment, the Member shall receive one year's notice or, in lieu of notice, a severance payment equal to three months' salary.
- 5.3.6 Where the termination of a Member's continuing appointment is the result of unsatisfactory performance, as identified through the Faculty Evaluation process, the Member shall not be entitled to receive severance.

#### 5.4 Eligibility for Tenure

- 5.4.1 Any Member who holds a full-time continuing appointment and has qualified under Article 5.3.1 shall be eligible to apply for tenure.
- 5.4.2 Any Member initially appointed on a full-time sessional basis (no less than eight months) and subsequently appointed on a full-time annual or continuing basis shall receive credit for the sessional appointment as one year of the probationary period required in Clause 5.3.1.
- 5.4.3 Part-time appointments do not lead to tenure.

#### 5.5 Appointment of Chairpersons

- 5.5.1 The appointment of a Chairperson for an existing Department shall be recommended to the College by a Selection Committee composed of the appropriate Dean as Chair, two tenured Members selected by the Department concerned, and one tenured Member external to the Department appointed by the Vice-President. If there are fewer than two tenured Members in the Department, non-tenured Members may serve on this Selection Committee. If there are fewer than two Academic Members in a Department, the President of the Academic Staff Association, or designate, will serve on this Committee.
- 5.5.2 The designation of a Member as a Chairperson shall be held as part of a full-time Academic Staff appointment in accordance with the general terms of reference established by the College.
- 5.5.3 When the term of office of a Chairperson expires, there shall be an open competition to fill the vacancy.
- 5.5.4 If the position of Chairperson becomes vacant during the term of office of a Chairperson, the Dean shall convene a meeting of the Department Committee as soon as is practical to select a new or an Acting Chairperson.
- 5.5.5 The designation as a Chairperson shall be for a two-year term, subject to annual review. The annual review during the second year of the Chairperson's term shall normally take place by March 1 of that year. A Member who has been appointed as Chairperson for two consecutive two-year terms must sit out one two-year term to be eligible for re-appointment as Chairperson.
- 5.5.6 The confirmation of appointment of a Chairperson or Acting Chairperson shall be made by the President setting out the specific terms and conditions which shall apply to the appointment.

- 5.5.7 All terms and conditions in this Agreement, applicable to a Member holding an instructional or academic service appointment shall apply equally to a Chairperson with respect to the instructional or academic service portion of the full-time responsibilities of the Chairperson.
- 5.5.8 Each Department shall have the right, with a 2/3 vote of its membership, to recommend to the President, through the Vice-President, that the Member's appointment as Chairperson be terminated. Within 5 days, the President will inform the Department Members, the Chair, the Dean and the Vice-President, in writing, of the decision made.
- 5.5.9 The President may of his/her own volition terminate a Member's appointment as Chairperson if he/she believes that good and sufficient reasons exist. He/she shall normally consult with the appropriate Vice-President respecting this decision. If the timing of the termination does not permit the Member to assume a full-time academic position as per Clause 5.5.10, he/she shall be deemed to hold a full-time position for the remainder of the academic year.
- 5.5.10 A Chairperson, upon vacating the chair position at the conclusion of the defined term, shall assume a full-time academic position. This Clause shall not exclude the Chairperson from the application of Clause 6.6. A Chairperson who resigns prior to the conclusion of his/her term shall assume full teaching responsibilities that are pro-rated from the date of resignation to recognise the release time not used in the execution of the Chair's administrative duties.

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

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

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

$$\frac{\text{Number of Hours}}{\text{Department Maximum}} \times 0.75 \times \text{Annual Salary}$$

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

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

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

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

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

### **6.1 General Conditions**

- 6.1.1 The normal effective date applicable to the resignation from or termination of any continuing or tenured appointment shall be August 14 in any year.
- 6.1.2 A copy of the confirmation of resignations and terminations shall be forwarded to the Secretary of the Academic Staff Association.

### **6.2 Normal Effective Date**

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

### **6.3 Early Resignation**

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

#### 6.4 Late Notice of Resignation

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

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

- 6.5.1 When the full-time sessional or annual appointment to which the Member has been appointed ceases to exist and no other appropriate employment is available at the College, then a severance payment will be made according to the following schedule:
- a) after completing 40 months of full-time employment in consecutive years the Member shall receive a severance payment equal to four months' salary;
  - b) after completing 80 months of full-time employment in consecutive years, the Member shall receive a severance payment equal to seven months' salary.

#### 6.6 Academic Staff Reduction Procedures

- 6.6.1 When the College decides that it is necessary to reduce the number of faculty positions, terminations shall occur on the basis of expertise required by the College. By April 1, the College Administration shall provide the Department (in writing) with direction as to the areas/Programs of instruction or service which need to be curtailed.

Reductions and terminations shall be applied by asking Departmental Members for volunteers willing to receive a severance package. The volunteers must currently be teaching in the appropriate area/Programs of instruction identified for curtailment. All potential volunteers must apply in writing to the department Chairperson. The volunteers will have five days to apply. The Department Chairperson will forward the name(s) of volunteers to the appropriate Dean. The Dean and the VP Academics and Research shall determine if the applicants are acceptable candidates for addressing the required reductions.

In the event that there are more volunteers than the required number of reductions, then seniority shall be the determining factor; the most senior faculty member will be accepted as the volunteer.

In the event that there are no acceptable volunteers, the Department facing the reduction shall be assessed as per the process defined in article 6.6.2.

- 6.6.2 The Department facing the faculty reduction shall be reviewed and assessed in the context of College priorities and program objectives. The assessment shall be conducted by a Committee composed of the following:

- 1) The Vice-President Academics and Research, who shall chair the committee
- 2) The Divisional Dean
- 3) The Chairperson of the Department
- 4) Two tenured Members of the Academic Staff Association elected by the Association
- 5) The Director of Human Resources as a non-voting member

The two ASA members who sit on the Committee must not be members of the Department facing the reduction(s). If the Vice-President and the Dean are the same individual, another Dean will be included in the Committee.

The committee shall assess the expertise required for delivery of the Departmental/Program course complement that will be offered in the following academic year. Expertise is defined as the academic and professional qualifications and experience regarded as minimally necessary in order to deliver that course complement. The expertise requirements shall be consistent with the tenure qualifications.

When determining the expertise requirements, the Committee will also take into consideration the Member's initial appointment and the Member's ability to serve the designated student groups.

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

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

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

Seniority is defined as the length of full-time equivalent employment service as an Academic Staff Association Member with the College. Seniority shall be relinquished upon resignation, termination, or dismissal.

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

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



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

### **7.1        General Conditions**

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

### **7.2        Procedures for Reassignment**

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

## **ARTICLE 8.0    CONDITIONS GOVERNING SALARY ENTITLEMENTS**

### **8.1        Procedures in Calculating Salary Entitlement**

- 8.1.1        Years of post-secondary education or equivalent, together with years of experience relevant to an Academic Staff appointment, shall determine the

annual rate of salary entitlement of any Member (cf. 8.3.6).

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

## 8.2 Criteria for Determining Academic Qualifications at Initial Appointment

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

- |         |  |
|---------|--|
| Level 1 | Doctorate.   |
| Level 2 | A master's degree and successful completion of candidacy exam or four (4) graduate level courses towards a doctoral program; or two master's degrees, providing each degree is applicable to the discipline in which instruction or equivalent service is given; or Doctor of Veterinary Medicine (DVM).   |
| Level 3 | A master's degree.   |
| Level 4 | Level 5 qualification, plus one of the following: <ul style="list-style-type: none"><li>a) Six (6) graduate level courses towards a master's degree in the discipline in which instruction or equivalent service is given;</li><li>b) A second bachelor's degree providing each degree is applicable to the discipline in which instruction or equivalent service is given;</li><li>c) An official professional or trade designation provided it is relevant to the discipline in which instruction or equivalent service is given (e.g. C.A., C.G.A., C.M.A. C.G.M.A., P.D.A.D., Journeyman Certificate requiring a minimum of two years additional training from another credential recognized at Level 5).</li><li>d) Power Engineering Certificate (First Class)</li></ul> |
| Level 5 | A four-year bachelor's degree; or <ul style="list-style-type: none"><li>• Journeyman Certificate (minimum three year) or</li><li>• An official professional, technology, or trade designation relevant to the discipline in which the instructional or equivalent service is given (e.g. C.A., C.G.A., C.M.A., P.D.A.D.), or</li><li>• Power Engineering Certificate (Second Class minimum), or</li></ul>  |

- A three-year bachelor's degree, plus a recognized professional diploma (e.g. P.D.A.D.)

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

- Registered Animal Health Technologist

### 8.3 Criteria for Evaluating Relevant Professional Experience for Determining Increments at Initial Appointment:

8.3.1 Accredited school, college, or university service: one experience increment shall be granted for each year of relevant full-time school, college, or university teaching experience, or other equivalent service, to the maximum provided by this Agreement. University teaching as a graduate teaching assistant, or equivalent, or part-time school teaching, shall be counted in accordance with the extent to which such service may be equated with service required by the College in a similar appointment.

8.3.1.1 For every year of relevant professional non-teaching experience one experience increment may be granted, up to a maximum of four increments.

8.3.2 Where professional or trade experience is required as an integral part of a program leading to a designation acknowledged in 8.2 for Levels 4 or 5, experience increments shall only be granted for those years beyond minimum required to achieve the designation.

8.3.3 Half of one experience increment shall be allowed up to the maximum provided for in this Agreement for each calendar year of other relevant professional experience.

8.3.4 Relevant professional experience shall be calculated to the nearest half increment.

- 8.3.5 Any Member at initial appointment to the Academic Staff shall be entitled to credit for previous experience to a maximum not exceeding seven increments.
- 8.3.6 Notwithstanding the provisions of this Article, the College may, at its discretion, grant additional increments beyond the level normally credited to any Member at initial placement.
- 8.4 Procedures for Establishing Initial Salary Entitlement
  - 8.4.1 Any applicant for a position on the Academic Staff shall furnish documentary evidence of professional qualifications claimed.
- 8.5 Provisions for Adjusting Salary Entitlement
  - 8.5.1 Increments for professional experience on the College Academic Staff obtained subsequent to initial appointment shall be reviewed annually in accordance with Clause 8.3 hereof and any increment earned shall be granted effective from the fifteenth day of August in each College year.
  - 8.5.2 Any Member shall be entitled to an increase of one or more levels on the salary schedule upon completion of professional qualifications beyond the Member's current placement.
  - 8.5.3 Additional qualifications shall be evaluated in accordance with Clause 8.2 hereof.
  - 8.5.4 Payment recognition of additional professional qualifications shall be effective from the date on which the Member completes such qualifications through an appropriate educational authority. Proof of qualifications in support of payment shall be filed by the Member within the College year in which the Member completes such qualifications.
  - 8.5.5 The minimum documentation required pursuant to Clause 8.5.4 hereof shall be in the form of a letter from the educational authority/accrediting body certifying that the Member has completed a specified program. The Member shall also subsequently file, with the College, a copy of the transcript of record from the educational authority/accrediting body indicating the completion of additional qualifications.
- 8.6 Administrative Stipends
  - 8.6.1 Any Member appointed by the College as a Chairperson to carry out administrative functions not normally associated with an instructional or equivalent position shall receive an annual positional allowance of \$4,200 in addition to the Member's normal salary entitlement.

8.6.2 Any Member who serves as a Chairperson shall normally have a minimum of one-third time release from his/her normal teaching workload. However, this can be adjusted beyond the minimum to reflect the following:

- size of Department budget: capital and operating;
- numbers of Faculty, full-and part-time;
- degree of regionalism;
- complexity of programmes;
- normal teaching load in Department;
- support staff available;
- newness to position/of programmes;
- other.

## 8.7 Salary Schedule

8.7.1 All Members shall have their August 15, 2018, to August 14, 2019, salary entitlements calculated according to the following salary grid

August 15, 2018 to August 14, 2019

INCREMENT	LEVEL					
	VI	V	IV	III	II	I
0	55769	60426	61673	65795	70840	75967
1	59135	63791	65118	69186	74226	79352
2	62505	67161	68565	72575	77618	82743
3	65875	70531	72015	75967	81007	86133
4	69244	73900	75458	79352	84395	89524
5	72616	77270	78905	82743	87782	92912
6	75984	80640	82352	86133	91179	96300
7	79353	84009	85793	89524	94569	99695
8	82725	87381	89241	92912	97958	103083
9	86095	90750	92691	96300	101347	106474
10	89465	94121	96138	99695	104735	109863
11	92835	97489	99584	103083	108125	113259
12	96205	100861	103028	106474	111517	116646
13	99574	104230	108013	111449	116567	121773
14	103060	107712	112200	116036	122100	127540

## 8.8 Salary Disbursements

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

## 8.9 Administration of Payroll Deductions

- 8.9.1 The College shall deduct and remit to the Association the membership fees established from time to time by the Association. The Association shall advise the Member of the appropriate assessment and inform the College accordingly.
- 8.9.2 The Association shall advise the Office of Human Resources, in writing, of any changes in the membership fees at least thirty (30) days prior to the effective date of change.
- 8.9.3 The College shall deduct and remit necessary premiums or other payments required for any group benefit plans, or other payroll deduction plans approved by the Association on behalf of the Members.

## 8.10 Stipend for Off-Campus Instruction

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

- 8.10.1.1 Any Member who is appointed to offer a course of instruction at a centre other than their normal place of work.

### 8.10.2 The schedule to be applied shall be as follows:

- 8.10.2.1 for travel by automobile, a stipend of eleven cents per kilometer, calculated from the Member's normal place of work to the centre at which instruction is given, and return.
- 8.10.2.2 for travel by air, a stipend of \$10.00 per hour for each hour of flying time and ground travel time between the airport nearest the Member's residence and the centre at which instruction is given.
- 8.10.2.3 any Member electing to travel by automobile to a centre which can be reached by commercial air service shall receive a stipend equal to the amount which would be payable for air travel.
- 8.10.2.4 in the case of delays due to unavoidable circumstances, the Member shall receive an additional stipend of \$10.00 per hour, up to a maximum of \$100.00. This stipend shall apply only to the portion of delay in excess of two hours, and excludes normal sleeping time.

## 8.11 Stipend for Self-Study Instruction

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

- 8.11.1 Members involved in the Self-Study Program shall be paid a stipend in addition to their normal salary entitlement.
- 8.11.2 The stipend per student shall be \$100.00 per credit per student to a maximum of \$300. Members shall be paid the stipend at the completion of the course, and after the final grades have been submitted.
- 8.11.3 Members shall sign a special project agreement and be paid the stipend at the completion of the course, by submission of the final grades and a project completion notice.
- 8.11.4 Notwithstanding Clause 8.11.3 hereof, Members shall be entitled to half the stipend if a student withdraws after at least half the course has been completed.
- 8.11.5 The number of students that a Member may tutor shall not exceed 6 per academic year nor more than 3 per course.

#### 8.12 Stipend for Challenge Exams

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

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

#### 9.1 Guiding Principles

- 9.1.1 The College shall determine general Academic Staff responsibilities and terms of reference for Academic Members. The Department-Members' workloads shall be the responsibility of the Dean and the Department Chair who shall prepare proposed workloads in consultation with the Members. The proposed workloads of each Member must be distributed in advance for an open discussion and approval at a Department meeting with quorum. The consolidated workloads approved at this Department meeting shall be submitted for approval to the Vice-President through the appropriate Dean.

#### 9.2 Operational Procedures

- 9.2.1 Normally, the teaching load of a Member will not exceed the Department/Program Maximum Hours as listed in the workload table in 9.2.1(b).

##### a) Distance Education Courses:

If a member agrees to an assignment that includes distance education courses, workload hours shall be calculated on the following basis:

- The Faculty Workload will be calculated according to course registration on the day after the course “Drop Date”
- 1.5 hours for every student registered in a course in which the total instructional hours are 45 hours or greater
- 0.9 hours for every student registered in a course in which the total instructional hours are fewer than 45

b) Workload Table

Department/Program	Maximum Hours
Academic Upgrading	600
Animal Health Technology	641
Arts and Education (360 with no language labs)	450
Automotive Service Technician	735
BeeKeeping Certificate	641
Business Administration	450
Carpenter	736
Cooperative Trades Orientation Certificate	641
Electrician (CML and Traditional)	722
Equine – Horsemanship/Horse Training	755
Fine Arts	590
General Mechanical Certificate	641
Harley-Davidson® Technician Certificate /Professional Harley-Davidson®	641
Heavy Equipment Service (Think Big)	641
Heavy Equipment Technician	735
Horticulture Technician Certificate	641
Human Services	590
Instrumentation Technician	722
Irrigation Technician Certificate	641
Millwright	703
Motorcycle Mechanic	735
Nursing	590
Office Administration	590
Parts Technician	735
Physical Education and Kinesiology	450
Plumber	735
Power Engineering	641
Precision Applicator Technician Certificate	641
Pre-employment Carpenter	641
Pre-employment Millwright	641
Pre-employment Motorcycle Mechanic	641
Pre-employment Outdoor Power Equipment Technician	641
Pre-employment Parts Technician	641
Pre-employment Welding	641
Science	450
Sportsfield/Parks Technician Certificate	641
Steamfitter/Pipefitter	735
Transitional Vocational Program	700
Turfgrass Equipment Technician Certificate	641
Turfgrass Management Technologist Diploma	641
Veterinary Administrative Assistant	641
Welder	756



In assigning individual Member's workloads, the College shall take the following factors into consideration:

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

9.2.2 Teaching loads will be established and signed by June 1.

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

9.2.2.2 For Members instructing in Apprenticeship and Industry Training (AIT) and Power Engineering programs, the College may require that up to 25% of a workload be comprised of Continuing Education courses.

9.2.2.3 With the approval of the Vice President, tenured Faculty may be granted release time of up to 50% of the Departmental maximum workload to undertake applied research.

9.2.3 The assignment of duties which result in teaching overloads will be discouraged and require the specific approval of the appropriate Vice-President.

9.2.4 No Member will be required to assume more than the maximum Departmental teaching load. Any teaching duties assigned as overload, as determined by the College, will be compensated for in accordance with Clause 5.6.4.

9.2.5 A Member may be assigned 10 months of duties. Such duties would normally include 22 working days of planned and approved professional development, which may or may not be consecutive.

## **ARTICLE 10.0 SUPPLEMENTARY BENEFITS**

10.1 Application of Schedule

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

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

## 10.2 Holiday and Vacation Period

- 10.2.1 All Members shall be entitled to any statutory or other holiday observed by the College, as set out in the Calendar of the College.
- 10.2.2 Members holding full-time annual or continuing appointments shall be entitled to forty-four working days of paid vacation annually.
- 10.2.3 Any Member holding a full-time sessional appointment shall receive in lieu of vacation an amount equal to four percent of salary earned under the appointment.
  - 10.2.3.1 After having completed 10 months of employment, any Member holding a full-time sessional appointment in subsequent consecutive years shall receive, in lieu of vacation, an amount equal to six percent of salary.
- 10.2.4 Each Member shall schedule vacation time in consultation and agreement with the appropriate Chairperson.

## 10.3 Conditions and Procedures Governing Sick Leave

- 10.3.1 The College shall make provision for sick leave with full salary to all Members holding full-time appointments or part-time tenured appointments under the following conditions:
  - 10.3.1.1 Any Member holding a non-tenured instructional, administrative or academic service appointment shall be eligible for sick leave to cover absence through illness. Sick leave shall be available to any Member at the rate of two days for each month of service in an appointment, to a maximum of twenty days for any one full year of service.
  - 10.3.1.2 Sick leave which is not used by any non-tenured Member in any year may be accumulated for subsequent credit, to a maximum of sixty days.
  - 10.3.1.3 At the commencement of each academic year tenured Members shall be granted sick leave credits of 100 days for use during that academic year. Unused sick leave shall not be carried over to the next academic year.

- 10.3.1.3.1 A tenured Member who is on sick leave when credits are granted shall not have annual sick leave credits (100 days) available until such time as the Member returns to work.
- 10.3.1.3.2 A Part-time tenured Member's sick leave credits will be pro-rated and available upon return to work.
- 10.3.1.4 Any Member taking sick leave for more than three days may be required by the College to provide a medical certificate in support of such claim.
- 10.3.1.5 Any Member taking sick leave for more than ten days may be required by the College to have an appropriate Medical Specialist, as referred by the Member's family physician or a General Practitioner, submit medical evidence indicating that the Member is unable to perform his/her duties.
- 10.3.1.6 Any Member taking sick leave shall, upon return to work, ensure that their absence reporting has been updated.
- 10.3.1.7 Any Member who suffers from a mental or physical condition, which the College, in consultation with the Executive of the Academic Staff Association, may reasonably determine would make it impractical or inappropriate to instruct or associate with students, or carry out the terms of an academic staff appointment, shall be required to take sick leave until all sick leave benefits have been exhausted, and may be required by the College to take leave of absence without salary thereafter for an additional period. This does not preclude benefits referred to in Clauses 10.7 10.8 and 10.9
- 10.3.1.8 Any Member granted leave of absence for illness in accordance with Clause 10.3.1.5 or 10.3.1.7 hereof may apply for reinstatement to the Academic Staff, and shall at the discretion of the College, provide a statement from a Medical Examiner mutually agreed to by the College and the Executive of the Academic Staff Association that the Member is reasonably capable of assuming the duties under such appointment.
- 10.3.1.9 Any Member leaving the employ of the College shall relinquish all credit for accumulated sick leave, and such credit shall not be reinstated in the event the Member is subsequently re-appointed by the College.10.3.1.10 Notwithstanding Clause 10.3.1.9, a Member on a full-time sessional appointment leaving the employ of the College shall relinquish all credit for accumulated sick leave and such credit shall be reinstated to a maximum of 20 days in the event that the Member is reappointed by the College in the subsequent year.

## 10.4 Conditions and Procedures Governing Leave for Personal Reasons

### 10.4.1 General Conditions

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

### 10.4.2 Procedures for Granting Leave for Personal Reasons

- 10.4.2.1 Any Member seeking leave for personal reasons shall make application to the College on the earliest date possible prior to the date that such leave is required.
- 10.4.2.2 The College shall normally rule on the application within two days of receiving the application, and inform the Member in writing accordingly.

### 10.4.3 Procedures for Granting Special Leave

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

## 10.5 Pension Plans

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

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

## 10.6 Retirement Incentive

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

## 10.7 Group Life and Long-Term Disability Insurance

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

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

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

10.7.2 The benefits consultant and insurance carrier(s) shall be determined from time to time after consultation between the College and the Association.

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

10.7.3.1 term life insurance with a face value of three times the Member's normal annual salary, subject to a maximum of \$300,000

10.7.3.1.1 accidental death and dismemberment insurance with a face value of three times the Member's normal annual salary to a maximum of \$300,000.

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

10.7.3.2.1 Income protection equivalent to 60% of a Member's basic monthly earnings subject to a maximum monthly benefit of either \$4,000 or \$7,000 depending on the Member's choice of plan. Details of the plan are available in the Human Resources office.

10.7.3.2.2 A Member who is receiving L.T.D. benefits and who is currently participating in the College's benefit plans (Extended Health, Paramedical, Dental Group Life and Optional Life Insurance) shall continue to be covered under these Plans throughout the total period that the Member is receiving L.T.D. benefits unless the Member elects to opt out. The premium contributions for the same shall continue to be paid by the College and the Member as before the commencement of L.T.D. coverage.

For Members commencing L.T.D. on or after August 15, 2011, the College shall ensure that the Member's contribution to the Local Authorities Pension Plan will be paid by the College, to a maximum of (5) five years during the period that the Member is receiving L.T.D. benefits, less the Member's contribution generated by rehabilitative employment.

The College shall ensure that when the Faculty Member returns from LTD leave, he/she can return to the position the Member occupied before commencement of LTD or article 11.7.3.1.3.2 shall apply.

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

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

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

## 10.8 Alberta Health Care Insurance

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

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

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

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

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

10.8.1.2.1 100 percent of the premiums of the day, and

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

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

## 10.9 Extended Health and Dental Insurance

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

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

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

10.9.3.1 supplementary hospital care

10.9.3.2 supplementary health care

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

10.9.3.4 vision care

10.9.3.5 preventative, restorative and orthodontic dental care

10.9.3.6 Consolidated Paramedical Health Benefits. Details of paramedical benefits are available in the Human Resources Office.

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

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

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

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

#### 10.10 Death in Service Benefit

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

#### 10.11 Workers' Compensation Board Benefits

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

#### 10.12 Maternity and Parental Leave

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

10.12.2 The Member shall submit application for Maternity and Parental Leave to the Vice-President not less than six (6) weeks prior to the estimated date of delivery.

10.12.3 Birth mothers can take up to 16 consecutive weeks of unpaid maternity leave.

10.12.4 Birth and adoptive parents can, within 78 weeks of the date of birth or placement of the child, take up to 62 weeks of unpaid parental leave.

10.12.4.1 Parental leave can be taken by:

10.12.4.1.1 the birth mother, immediately following maternity leave



10.12.4.1.2 the other parent of the newborn child;

10.12.4.1.3 an adoptive parent, or

10.12.4.1.4 both parents of the newborn or adopted child, shared between them for not longer than the combined total of 62 weeks, and not taken at the same or overlapping period of time.

10.12.5 Maternity Leave can start any time within the 13 weeks leading up to the estimated due date of birth and no later than the date of birth.

10.12.6 Upon application by the Member, GPRC shall pay a lump sum Maternity Leave Benefit equivalent to two weeks' pay to eligible employees. Such application will not be made earlier than two weeks before the Maternity Leave is to begin.

10.12.7 Any Member on Maternity and/or Parental Leave may continue participation in all group benefit plans available to the Academic Staff, but shall bear the full cost of participation in such benefit plans. The period of time on a Maternity and/or Parental Leave shall not count toward her an employee's service time or earning of an increment.

#### 10.13 Relocation Allowance

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

10.13.2 Where a Member's assignment is transferred to a work location which is more than 50 kilometers from their current work location, the Member will be entitled to relocation benefits outlined in 10.14.1.

#### 10.14 Travel, Protective Clothing and Safety Equipment

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

10.14.2 The College will determine if uniforms, coveralls, smocks or such other items should be provided for the protection of a Member's personal clothing in carrying out their responsibilities. Protective clothing and safety equipment shall be designated and supplied by the College as required by the Occupational Health & Safety Act and its Regulations.

## 10.15 Waiver of Tuition

Provided that courses in which a Member or his/her dependents enroll in are not full as per the pre-determined class-size limit. The definition of dependent shall be in accordance with the College's Extended Health and Dental Plan.

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

10.15.1.1 For programs/courses with wait lists, the Academic Staff Association will be limited to one (1) dependent tuition waiver for programs/courses with fewer than forty (40) seats, and two (2) dependent tuition waivers for programs with forty (40) or more seats. Where necessary, tuition waivers will be allocated on a first-come, first-served basis.

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

10.15.3 For apprenticeship trades, a tuition refund may be available for Members' dependents who have enrolled and paid for the program/courses. The tuition will be refunded only if the program/course enrollment is at least two less than the course limit on the last day to enroll in the program/course. The waiver shall not apply if the Member's dependent repeats the same program/course(s).

## 10.16 Individualized Professional Enhancement

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

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

10.16.3 The College will contribute \$1400 for each full time tenured, full time continuing, full time annual, and full time sessional Member. For part time annual, part time continuing or part time tenured Members, contributions will be made on a pro-rated basis. Calculation of the College contribution will be based on the Faculty complement as of October 15 of each year.

10.16.4 The College will match Academic Staff Association contributions up to \$400 per Academic Staff Association Member (cf.10.16.3).

## 10.17 Four For Five Leave Plan

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

## 10.18 Physical Activities Centre

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

## 10.19 Health Spending Account

10.19.1 The College will contribute \$500 for all full-time Members into a Health Spending Account (HSA), in accordance with the Income Tax Act. The amount will be credited to each Member's HSA account annually on August 15. In the case of a part-time tenured Member the benefit will be pro-rated.

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

### **11.1 Definition of Tenure**

11.1.1 Tenure shall mean an appointment without term.

### **11.2 The Award of Tenure**

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

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

### **11.3 Tenure Committee Membership**

The Tenure Committee shall consist of:

11.3.1 the Vice-President, or his/her designate, as Chairperson of the Committee.

11.3.2 the Divisional Dean of the Member considered for tenure.

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

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

11.3.4 two tenured Members elected at large by the Association.

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

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

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

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

- 11.4.2 Where any Member has an assignment in more than one Department, the Dean, in consultation with each Departmental Faculty Evaluation Committee, shall be responsible for submitting a written report regarding the Member eligible for tenure through the Office of the Vice-President to the Tenure Committee by May 1.
- 11.4.3 The Dean, after consultation with the Departmental Faculty Evaluation Committee, shall submit his/her report through the Office of the Vice-President to the Tenure Committee by May 1.
  - 11.4.3.1 If the Chairperson is being considered for tenure the Alternate Member of the Departmental Faculty Evaluation Committee will act as Chair.

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

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

- 11.5.1 Academic Upgrading: an appropriate bachelor's degree.
- 11.5.2 Arts and Education: an appropriate Ph.D.
- 11.5.3 Business: an appropriate master's degree, or an appropriate bachelor's degree plus one or more of C.A., C.G.A, C.M.A, or L.L.B. from a recognized professional body.
- 11.5.4 Fine Arts:
  - 11.5.4.1 For positions involving instruction in university transfer courses, an appropriate master's degree.
  - 11.5.4.2 For positions involving instruction in College credit and/or College conservatory courses only, a bachelor's degree or proven proficiency in performance and/or instruction.
- 11.5.5 Industrial Training: Journeyman Certificate (Apprenticed Journeyman) or Power Engineering Certificate (Minimum of Fourth Class Certificate with five years of field experience) or equivalent, as determined by a Department Equivalency Committee, on the basis of evaluation of individual classes.
- 11.5.6 Library: a Master's of Library Science degree.
- 11.5.7 Nursing Education and Health Studies: a Master's Degree in Nursing or related discipline.

- 11.5.8 Office Administration: an appropriate bachelor's degree.
- 11.5.9 Physical Education, Athletics and Kinesiology: an appropriate master's degree.
- 11.5.10 Human Services: an appropriate bachelor's degree.
- 11.5.11 Science: an appropriate Ph.D.
- 11.5.12 Transitional Vocational Program: a bachelor's degree.
- 11.5.13 Animal Health Technology
  - 11.5.13.1 For Veterinary positions, a Doctor of Veterinary Medicine (DVM) plus current C.V.M.A. registration.
  - 11.5.13.2 For Animal Health Technologist positions, an Animal Health Technology Diploma and certification as a Registered Animal Health Technologist.

## 11.6 Recommendation to the President

- 11.6.1 Following review of the information supplied by the Departmental Faculty Evaluation Committee, the Tenure Committee will recommend to the President:
  - 11.6.1.1 the candidate be granted tenure, effective August 15 of his/her fourth year of service, or
  - 11.6.1.2 the candidate be released, or
  - 11.6.1.3 the candidate be retained for an additional year, during which the Member shall again be considered for tenure.
- 11.6.2 The Tenure Committee may use the provisions of Clause 11.6.1.3 once only for any candidate.
- 11.6.3 The Member and the Chairperson of the Faculty Evaluation Committee will receive a copy of the recommendation to be submitted to the President.

## 11.7 Termination of Appointment for Tenured Members

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

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

- 11.7.3 as a result of formal changes in programs/services, or insufficient enrolment;
- 11.7.3.1 When a Member's professional assignment is declared redundant and notification of employment termination has been provided, the Member should identify in writing to his/her Chairperson other Department(s) where he/she believes he/she is qualified to work. The Reassignment Committee shall consist of the appropriate Vice-President, the appropriate Dean(s), the Chairpersons of the potential receiving Departments, a Faculty Member of each receiving Department and the Chairperson of the former Department.
- 11.7.3.1.1 If the Reassignment Committee is of the opinion that the employee is qualified to perform other professional duties, and an appropriate position is vacant, the Member will be offered the assignment in lieu of completing the termination process or,
- 11.7.3.1.2 If the Member can be retrained in one year and an appropriate position is expected to be available when the Member has completed retraining, the Member shall receive paid professional leave in lieu of completing the termination process, or;
- 11.7.3.1.3 If the conditions of Clause 11.7.3.1.2 do not apply, he/she shall receive notice of termination before May 1, to be effective, at the Board's discretion, and in consideration of the Reassignment Committee's recommendation.
- 11.7.3.1.3.1 On August 14 of the succeeding year. Should a position become available in the discipline of the Member terminated, the Member shall have the right of first refusal for any full-time position for which he/she is qualified for a period of 18 months following his/her effective termination date, or;
- 11.7.3.1.3.2 On August 14 of the same year, the Member shall receive a severance payment of one months' salary plus a sum based on the following scale calculated on his/her potential succeeding year's salary on August 15. Should a position become available in the discipline of the Member terminated, justifying the hiring of additional staff, the Member shall have the right of first refusal for any full-time

position for which he/she is qualified for a period of 18 months following his/her effective termination date.

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

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

11.7.4 as a result of unsatisfactory performance.

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

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

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



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

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

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

- 12.2.1 Any portion of the 60 months not allocated or not used in the previous Academic year shall be distributed proportionally into the IPE accounts (based on the number of months of contracted employment) of all tenured, full time continuing, full time annual, full time sessional and full time temporary Members employed as of October 15 of each year. The dollar value of unallocated or unused month shall be calculated at the rate of 70% of Level 1 Increment 6.

### **12.3 Conditions Governing Financially-Assisted Professional Leave**

- 12.3.1 All benefits shall be available to any Member on leave, except sick leave. All accumulated sick leave credit shall be maintained while on leave but no sick leave benefits shall be paid during Professional leave.
- 12.3.2 Experience increments shall be credited for the period of leave in accordance with the normal provisions of the Agreement.
- 12.3.3 The Member shall continue participation in the group health, life insurance and pension plans and shall have his/her share of premiums deducted from salary.
- 12.3.4 The College shall make its normal contributions to such group plans. The amount of the College's contributions shall be a liability of the Member in the event of failure to return service as required within this Agreement.

12.3.5 The Member shall be entitled to accrue credit for further Professional Leave from the date of rejoining the staff following completion of the leave. If the Member accepts a one-year leave, he or she shall relinquish all prior credit for further Professional Leave. If the Member accepts six months of leave, he or she shall retain one-half of the prior credits up to a maximum of three years' credit for further Professional Leave.

12.3.6 Service Obligation

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

12.3.7 Schedule of Financial Assistance

12.3.7.1 If the Member holds an administrative appointment, the Member shall relinquish the administrative appointment during the period of leave.

12.3.7.2 The amount of financial assistance to be granted shall be a percentage of the Member's total salary due to the Member for the period in which leave is taken.

12.3.7.3 The amount of financial assistance payable for Professional Leave shall be calculated in accordance with the following schedule:

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

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

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

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

12.3.8 Conditions Governing Liability for Financial Assistance Granted

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

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

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

- 13.1 Professional Leave without financial assistance may be granted to any Member following at least three years of service. Application will be made, in writing, to the Vice-President.
- 13.2 Supplementary Benefits
- 13.2.1 The Member on unassisted leave may elect to continue membership in the group health and life insurance plans.
- 13.2.2 The Member shall prepay all costs of group plans continued during the period of leave.
- 13.2.3 Experience increments shall be credited for the period of leave in accordance with the normal provisions of this Agreement.
- 13.3 Accumulation of Credit for Subsequent Leave
- Any Member granted Professional Leave without financial assistance shall retain for subsequent financially-assisted leave all credits earned prior to taking leave. The Member shall accumulate further leave credit from the date of rejoining the staff following completion of the leave. The Member shall be entitled to apply for financially-assisted leave following the completion of the required service commitment to the College.

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

- 14.1 Conditions
- 14.1.1 Where the College has reasonable grounds for believing that a situation has developed such that it would be in the best interest of students or the College as a whole, for any Member to be relieved of some or all of the responsibilities held under an Academic Staff appointment, the College may suspend the Member for a period of not more than 10 days. The length of the suspension may be extended by the College, after consultation with and with the agreement of the Association Executive.
- 14.1.2 Prior to issuing a notice of suspension to any Member, the College shall normally consult with the Association Executive, and may also consult with other persons as the College thinks proper.
- 14.1.3 Any Member suspended from duty shall continue to receive full salary during the period of suspension.

## 14.2 Procedures

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

14.2.1.1 the reason(s) for suspension,

14.2.1.2 the length of the suspension, and

14.2.1.3 the time at which the suspension will take effect.

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

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

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

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

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

### 15.1 Conditions

15.1.1 No Member shall be dismissed by the College except in accordance with provisions and procedures set out in the Articles within this Collective Agreement.

15.1.2 Where the College believes that good and sufficient reasons exist for the dismissal of any Member, the College will initiate procedures for dismissal after consultation with the appropriate Chairperson and Association Executive. The Member shall also be entitled to have a representative from the Association Executive present when the Member is advised of the dismissal.

15.1.3 Any Member who is subject to proceedings for dismissal may be granted temporary leave of absence at full normal salary, on application to the President. Where the President believes that it is in the best interest of the College, he/she may, at his/her sole discretion, grant temporary leave of absence at full normal salary. Such temporary leave shall be for a portion or for the whole of the period required to complete proceedings. The leave shall terminate as of the effective date of dismissal authorized by the College.

## 15.2 Procedures

15.2.1 At the time of dismissal, the College shall provide written notice to the Member respecting:

15.2.1.1 a statement of the grounds for dismissal.

15.2.1.2 the date on which the dismissal will become effective.

15.2.2 A copy of the letter referred to in Clause 15.2.1 shall be sent forthwith to the appropriate Chairperson and the President of the Association.

15.2.3 If the Member wishes to challenge the College's decision and seeks changes or reinstatement, he/she may do so by means of Clause 16.3 of the Grievance Procedures.

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

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

# ARTICLE 16.0 GRIEVANCE PROCEDURES

## 16.1 Definition of Dispute, Disagreement or Grievance

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

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

## 16.2 Time Limits

16.2.1 Any time limits set out in the Article may be extended by agreement of the parties to the grievance.

16.3 Resolution of Grievance Consistent always with the principle that grievances should be handled speedily and at the most appropriate level, the procedures to be employed are as follows:

### 16.3.1 Individual Grievance:

Step 1: The Member(s) shall initially seek in writing, via a letter to the Divisional Dean with a copy to the ASA Grievance Committee Chair, remedy of an administrative decision from the appropriate Divisional Dean who shall respond in writing within ten days. Failing resolution,

Step 2: Within ten days, the Member(s) and ASA Grievance Committee Chair (or committee member designee) shall meet with the appropriate Divisional Dean and the Director, Human Resources to discuss and attempt to resolve the member(s) grievance. The Divisional Dean shall respond in writing within ten days. Failing resolution,

Step 3: Within twenty days, the Academic Staff Association Grievance Committee, in consultation with the Member shall submit a written grievance setting forth:

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

The written grievance shall be submitted to the appropriate Vice-President who shall respond in writing, within ten days. Failing resolution,

Step 4: Within twenty days, the Academic Staff Association Grievance Committee, in consultation with the Member, shall submit the grievance to the President, who shall respond in writing within fifteen days. Failing resolution,-

Step 5: Within ten days, the Academic Staff Association Grievance Committee shall meet with the member to review the substance of the grievance and provide the member with the Committee's opinion regarding the merits of the grievance. The Grievance committee chair shall then report its opinion to the Association Executive.

Step 6: Within thirty days, if the Member(s) wishes to continue to pursue the grievance, then the Member shall meet with the Academic Staff Association Executive to review the particulars of the case. The Academic Staff Association Executive will then have thirty days to complete its due diligence and determine (by majority vote) if the Member's grievance has merit. If the Academic Staff Association Executive deems that the grievance has merit, then the grievance shall proceed to arbitration as set out in Clause 16.5.

Step 7: If the Association Executive (as per Step 6) concludes that there is no merit to the grievance, and that it should not be carried forward, then the member has the right to appeal this ruling to the ASA Grievance Appeal committee. The member will have twenty working days to file an appeal. The ASA Grievance Appeal committee will then have thirty days to make a ruling. If the ASA Grievance Appeal committee rules that the grievance should go forward, then the grievance shall proceed to arbitration as set out in Clause 16.5. If the ASA Grievance Appeal committee rules that the grievance should not go forward, then the grievance shall not be pursued further by the Association.

#### 16.4 Policy Grievance

Policy Grievances shall be addressed in writing by the Executive of the Academic Staff Association directly to the President of the College. The President shall respond in writing within fifteen days. Failing resolution, the grievance shall proceed to arbitration as set out in Clause 16.5.

#### 16.5 Arbitration Procedures

- 16.5.1 Where the decision of the President fails to satisfy the griever, the griever will notify the President, in writing, within ten days of their intention to submit the grievance to an Arbitration Committee. Such notice shall include the griever's nominee to single party arbitration and an appointee to a three person Arbitration Committee.
- 16.5.2 The President shall, within five days, inform the grievor in writing of the name of his/her appointee to the Arbitration Committee, or acceptance of the single arbitrator who will henceforth be considered the Arbitration Committee.
- 16.5.3 Where a single arbitrator is not the choice, the two appointed Members of the Arbitration Committee shall, within ten days of the appointment of the second of them, appoint a mutually-acceptable third person who shall be Chairperson thus completing membership in the Committee. If the two appointees fail to agree on a Chairperson, the senior officer, Labour Relations Board, shall be requested to appoint a Chairperson.
- 16.5.4 If either party fails to appoint a Member of the Arbitration Committee within the time limits, the dispute shall be deemed to be settled in favour of the party who has appointed the arbitrator within the agreed time limit.
- 16.5.5 The Arbitration Committee shall hear and determine the dispute and shall issue a decision, in writing, which shall be final and binding upon both parties. The decision of the majority is the decision of the Arbitration Committee.
- 16.5.6 Each party to the action shall bear the expense of its respective appointee to the Arbitration Committee, and the two parties shall bear equally the expense

of the Chairperson.

#### 16.6 Reassignment Grievance

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

16.6.1 The Department, at a special meeting, shall decide whether it will act as a Committee of the whole on the review or whether it will elect a Review Committee. The Department will elect a Member from the Department who will act as Chair of the Review Committee. The Review Committee meeting will commence immediately.

16.6.2 The person recommending the reassignment and the Member concerned shall present their respective positions to the Review Committee. The Review Committee shall make a recommendation to the Dean immediately following the review. The Dean shall respond to the recommendation within one day.

16.6.3 The decision of the Dean may be appealed in writing to the Vice-President within one day.

16.6.4 The Vice-President's decision shall be delivered within two days and shall be final and binding.

### **ARTICLE 17.0 COPYRIGHT**

#### 17.1 Definitions

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

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

#### 17.2 Provisions of Copyright

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

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



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

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

## **ARTICLE 18.0 PARTICIPATORY GOVERNANCE**

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


## **ARTICLE 19.0 BINDING EFFECT OF THE AGREEMENT**

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


**Thursday, May 17, 2018**

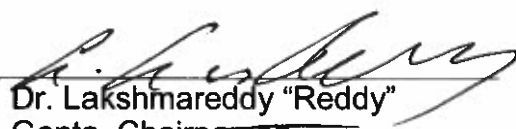
**IN WITNESS WHEREOF**, the parties through their authorized officers hereto have set their hands and seal on the day and year first noted above.

**ACADEMIC STAFF  
ASSOCIATION**

  
\_\_\_\_\_  
Dr. Som Pillay, President  
Academic Staff Association

**BOARD OF GOVERNORS**

  
\_\_\_\_\_  
Ms. Natalia Reiman, Chair  
Board of Governors

  
\_\_\_\_\_  
Dr. Lakshmareddy "Reddy"  
Ganta, Chairperson  
Academic Staff Association  
Negotiating Committee

  
\_\_\_\_\_  
Ms. Susan Bangrove,  
Chairperson  
Board of Governors  
Negotiating Committee

# **APPENDIX I**

## **ACADEMIC STAFF**

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

## **PROCEDURES**



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

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

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

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

## PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

### 1.0 Application for Leave

#### 1.1 Deadline Date

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

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

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

#### 1.3 Contents of Written Application

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

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

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

#### 1.4 Oral Presentation

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

### 2.0 Granting Leave

The Professional Leave Committee will review all applications for leave and recommend candidates for leave to the President.

#### 2.1 Professional Leave Committee: Terms of Reference

##### 2.1.1 Composition

2.1.1.1 The Vice-President shall be the Chairperson of the Committee.

2.1.1.2 One full-time Academic Staff Member from each instructional Department, who has been elected at a Department meeting.

##### 2.1.2 Voting

2.1.2.1 All elected Members of the Committee shall be voting Members.

2.1.2.2 The Chairperson shall have a vote only in the event of a tie vote.

2.1.2.3 Approval in Principle voting will occur by secret ballot.

##### 2.1.3 Quorum

2.1.3.1 Quorum shall be 2/3 of the elected Members.

##### 2.1.4 Length of Term

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

## 2.1.5 Procedures

- 2.1.5.1 The President will notify all eligible Faculty Members of the opportunity to apply for Professional Leave and refer to the relevant Articles in the Collective Agreement.
- 2.1.5.2 During the last week of October, the Committee shall meet for a process orientation to review and clarify collective agreement obligations and processes.
- 2.1.5.3 During the second week of November, Members of the Committee shall be sent copies of all applications received by the President's Office.
- 2.1.5.4 During the third week of November the Committee will meet to review applications and interview candidates.
- 2.1.5.5 Immediately after each candidate is interviewed the Committee shall discuss the application and approve/disapprove the application in principle (by secret ballot) based on the quality of the proposed project and its relevance to the Member's professional appointment.
- 2.1.5.6 After all applications have been considered, each voting Member of the Committee shall assess each candidate approved in principle according to the Assessment Criteria Form, as attached. Once the Final Assessment Form is completed and submitted to the Chairperson, no further discussion will occur.
- 2.1.5.7 The Secretary and the Chairperson shall total the points and inform the Committee of the total count and rank for each candidate. Successful candidates will be those receiving the highest number of points.
- 2.1.5.8 The Committee shall then confirm by motion the leaves to be recommended to the President according to the ranking in Clause 2.1.5.7.
- 2.1.5.9 The Vice-President shall inform all candidates orally and in writing whether or not their leave will be recommended to the President. Due to the confidential nature of the discussions, the deliberations of the Committee will not be shared with the candidates. Recommendations of the Committee are final.



2.1.5.10 The Vice-President shall carry forward the recommendations of the Committee to the President to present as information at the January meeting of the Board.

2.1.5.11 The number of candidates recommended to the President will conform to the provisions of Clause 12.2 hereof.

#### 2.1.6 Minutes

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

#### 2.1.7 Confidentiality

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

### 3.0 Letter of Offer

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

The letter of offer shall contain:

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

### 4.0 Response

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

4.1 In the event the candidate does not accept or is unable to meet the terms of the leave by February 28, the unused months shall be added to the months not allocated or not used.

## 5.0 Changes in Contract

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

## 6.0 Interim Report

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

## 7.0 Final Report

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

# **PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE**

## **APPLICATION FORM**

(If additional space is required, please attach)

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

2. Start Date: \_\_\_\_\_  
Length of Leave: \_\_\_\_\_

3. Relevancy of Professional Leave Activities to Professional Appointment

4. Benefits of Professional Leave to Institution.

5. Letters of Recommendation

- Department Chairperson

- Divisional Dean

6. Other Supporting Documentation

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

## PROFESSIONAL LEAVE CANDIDATES ASSESSMENT CRITERIA

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

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

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



## **APPENDIX II**

# **RETIREMENT INCENTIVE PROCEDURES**





## 1.0 Preamble

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

## 2.0 Eligibility

### 2.1 An applicant for the plan must:

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

## 3.0 Notification

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

## 4.0 Application

- 4.1 Members shall consult with the Human Resources Department on details of eligibility and benefits provided.
- 4.2 Application for Retirement Incentive shall be submitted to the Human Resources Department prior to February 15. Applications should include the Member's record of service to the College and service to the ASA.

## 5.0 Date of Retirement

- 5.1 The date of retirement shall normally be August 14, or approximately the end of the academic year. The exact date is to be coordinated with the commencement of Local Authorities Pension Plan benefits.
- 5.2 For the application of this Appendix, the age of the Member on August 14 of the year in which retirement is to be effective shall be used.

## 6.0 Retiring Allowance

- 6.1 Effective August 15, 2013, every applicant who applies (cf. 4.0) and meets the eligibility criteria (cf 2.0) shall receive, upon retirement, a one-time lump sum payment of \$9000.
- 6.2 Members who are approved for and accept the retirement incentive shall also receive a one-time retiring allowance equal to 55% of the Member's annual salary for the year in which application for the Retirement Incentive is made.

## 7.0 Benefits

- 7.1 Participants may elect to maintain certain health-related benefits under the College Group Plan, subject to approval of the current insurer, from the date of retirement to age sixty-five (65) provided that:
  - 7.1.1 written notification of the intent to continue benefit coverage is provided to the Human Resources Department six (6) weeks prior to the date of retirement,
  - 7.1.2 the Member prepays the total premium cost annually,
  - 7.1.3 the Member remains a resident of Canada,
  - 7.1.4 the Member does not become eligible for comparable benefits with another employer; and
  - 7.1.5 the Member does not commence full-time employment with another employer.
- 7.2 Participants may elect to continue prepaid benefit coverage of all or none of the following benefits, provided that the Member is covered by the benefit more than six (6) months prior to the date of retirement:
  - 7.2.1 Extended Health Care (no maternity benefits or nursing home coverage)
  - 7.2.2 Dental Plan: Basic (80%) - unlimited maximum; Major Restorative (50%) - maximum of \$2000.00 per calendar year,
  - 7.2.3 Life Insurance to a maximum of \$50,000.00,
  - 7.2.4 Accidental Death and Dismemberment Insurance to a maximum of \$50,000.00, and/or

7.2.5 Optional Life Insurance.

- 7.3 Members retiring on or after August 15, 2012 shall be eligible for free access to the College Libraries and Fitness Centres.

8.0 Approval

- 8.1 Applications which meet the criteria (cf. 2.0) for Retirement Incentive shall be reviewed and approved by a Retirement Incentive Committee prior to March 15.

9.0 Appeals

- 9.1 Any Member may appeal a decision of the Retirement Incentive Committee as per Article 16. The Member must initiate the process under 16.3 within ten (10) days of the President's endorsement/or not of the Committee recommendations.

10.0 Retirement Incentive Committee

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

10.1.1 the Vice President Academic as Chairperson,

10.1.2 Three (3) tenured Academic Staff Members (one from each division) elected by the Association.

- 10.2 Criteria to be used in selecting applicants shall be applied in the following order:

10.2.1 seniority

10.2.2 service to the College

10.2.3 service to the Association

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

- 10.4 The Retirement Incentive Committee shall forward its recommendation to the President by March 22.

11.0 Post-Retirement Re-Employment

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



## **APPENDIX III**

### **TERMS OF REFERENCE**

### **INDIVIDUALIZED PROFESSIONAL ENHANCEMENT FUND**



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

#### 1.0 Professional Growth Committee

- 1.1 The Professional Growth Committee shall be composed of five (5) tenured Academic Staff Members having full-time continuing appointments, elected by the Academic Staff Association (A.S.A.).
- 1.2 The Chairperson of the Committee shall be designated by the A.S.A. at the time of the election of the Committee.

#### 2.0 Function

- 2.1 The Committee shall function as a standing Committee subject to the authority of the A.S.A. and will have the following responsibility:
  - 2.1.1 to administer professional development funds provided by the College, Academic Staff Association and other sources as per the guidelines detailed in F9.0

#### 3.0 The Individualized Professional Enhancement Fund

- 3.1 The College will contribute \$1400 for each full-time tenured, full-time continuing, full-time annual, and full-time sessional Members. For part-time annual, part-time continuing or part-time tenured Members, contributions will be made on a pro-rated basis. Calculation of the College contribution will be based on the Faculty complement as of October 15 of each year.
- 3.2 The College will match Academic Staff Association contributions up to \$400 per Academic Staff Association Member, as defined in clause 3.1.

#### 4.0 Fund Allocation

- 4.1 Funds will be available for attending conferences, workshops, seminars, continuing education courses and purchase of equipment relevant to IPE, see F9.0 for details.

## 5.0 Terms and Conditions of IPE Funds

- 5.1 Costs associated with travel/subsistence must adhere to the College Travel policy.
- 5.2 In calculating the amount of funding a Member may receive, the following shall apply.
  - 5.2.1 A Member may be eligible to receive \$2,200.00 annually into their IPE funding account.
  - 5.2.2 Any unused portion of each Member's IPE funding account will carry forward to the next year, to a maximum of \$6,600.
    - 5.2.2.1 Any IPE funds that cannot be carried forward will be forfeited to the **Unused Fund**.
    - 5.2.2.2 When a Member leaves the employ of the College any IPE Fund allotment accrued to the Member will be forfeited to the **Unused Fund**.
    - 5.2.2.3 On October 15, all **Unused Funds** shall be distributed proportionately to all Academic Staff Association members, as defined in F6.0.
  - 5.2.3 Equipment purchased with IPE Funds will remain the property of the College for three (3) years from the date of purchase, at which time the equipment will become the property of the Member.
    - 5.2.3.1 If a Member leaves the employ of the College before the three year period has expired, then the Member will have the option to purchase said equipment at fair market value.
- 5.3 When out-of-pocket expenses of an approved activity exceed \$100, the Committee may approve an expense advance not to exceed fifty (50) percent of the paid out-of-pocket expenses.

## 6.0 Eligibility

- 6.1 First year Members are not eligible for assistance from the fund.
- 6.2 Part-time sessional Members are not eligible for the fund.



- 6.3 Academic staff with full-time, annual, continuing or tenured appointments in their second year and beyond are eligible for assistance from the fund as defined in clause F5.2.
  - 6.3.1 Part-time tenured Members are eligible to receive pro-rated assistance from the Fund. Academic staff with part-time annual or part-time continuing appointments, in their second year and beyond, are eligible for pro-rated assistance from the Fund.

## 7.0 Criteria For Application Assessment

- 7.1 The IPE Committee member shall rule on the eligibility for Funds using the following criteria.
  - 7.1.1 Expenditures must have a relationship to the individual's professional growth.
  - 7.1.2 Expenditures must be related to either the present professional position, discipline or any anticipated changes in professional position.
  - 7.1.3 Expenditures may include teaching methodology/teaching function.
  - 7.1.4 Expenditures must fall within the criteria detailed in F9.0 .

## 8.0 Procedures Governing Applications

- 8.1 Applications shall be submitted in writing to any member of the IPE Committee.
- 8.2 Applications must include:
  - 8.2.1 a copy of the program for the activity and/or statement of purpose and a detailed statement of cost.
- 8.3 The committee member will either authorize the expenditure or bring it before the full committee for additional analysis.
- 8.4 Committee meetings will normally be held on a monthly basis to resolve/rule on any applications brought before the committee.
- 8.5 The approved claim shall be forwarded to the Director, Financial Services, for disbursement.
- 8.6 Any claim which is deemed unsuitable shall be returned to the member with explanation regarding the Committee's concerns.

8.7 The decision of the IPE Committee, respecting the disposition of any application for assistance or claim for reimbursement shall be subject to the final authority of the A.S.A Executive.

## 9.0 Eligible Expenses

The list of eligible expenses will be available in the Human Resources Office.

# **APPENDIX IV**

## **FOUR FOR FIVE LEAVE PLAN**

### **PROCEDURES**



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

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

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

#### 2.0 Conditions Governing Participation in the FFL-Plan

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

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

### 3.0 Contributions and Salary

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

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





**APPENDIX V**

**FACULTY EVALUATIONS**

**PROCEDURES**



## 1.0 Preamble

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

- determining whether the Faculty Member has achieved and is maintaining the required performance standards set out by the College.
- fostering academic excellence.
- determining eligibility for tenure.
- identifying opportunities or requirements for improvement, and the parameters within which employment will continue.
- determining the Member’s contribution to College activities.
- determining the Member’s level of adherence to College policy.
- determining the Member’s contribution to curriculum review and development.
- determining the Member’s participation in professional activities.

## 2.0 Purpose

The purpose of Faculty evaluation is to aid in Faculty development and personnel decisions, and will include information from across the College community. Input will be drawn from the varied perspectives of students, Faculty peers and administrators.

## 3.0 Faculty Evaluations Criteria

When Faculty are engaged in delivering contract industrial training and where the contracting industry requires the use of their own student feedback instrument, that instrument will be used in lieu of the GPRC student feedback form.

Faculty evaluations will include components of both instructional and professional responsibilities.

Each Department will establish specific weightings for criteria to be evaluated. Instructional responsibilities will be weighted between 50% and 80%.

Professional responsibilities will be weighted between 20% and 50%. Each Department will determine this weighting by August 31 of each academic year and submit this information to the Vice President, through the appropriate Dean, for approval.

Librarians and the Teacher Education North (T.E.N) Coordinator will be evaluated with an instrument prepared by the appropriate Dean, in consultation with the Chair and the President of the ASA or a designee, and approved by the Vice-President, Academic and Research.

### 3.1 Instructional Responsibilities

#### 3.1.1 Teaching Effectiveness

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

#### 3.1.2 Curriculum Review and Development

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

#### 3.1.3 College Records

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

## 3.2 Professional Responsibilities

Additional professional responsibilities may include the following elements:

### 3.2.1 Contribution to College Activities

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

### 3.2.2 Professional Activities

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

### 3.2.3 Other (Optional)

May include but is not limited to the following:

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

## 4.0 Guidelines for Faculty Evaluations

The following principles will apply to the evaluation process:

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

### 4.1 Timelines and Procedures

#### 4.1.1 Non-Tenured Faculty:

Student feedback will be collected for every section of every course taught in the academic year by all non-tenured Faculty Members. The Departmental Faculty Evaluation Committee will meet twice annually for all non tenured Faculty. The first meeting, to be held before December 15, will review student feedback summaries (covering all student feedback collected since the last review). If there are concerns regarding a Member's performance then a summary of the student feedback forms will be forwarded to the Dean. During the second meeting, to be held before May 10, the Departmental Faculty Evaluation Committee will review student feedback summaries for the entire year and prepare a Faculty Evaluation Assessment which will include information from:

- Student Feedback summaries
- Self Report (for a full-time Member)

4.1.1.1 For Members who have applied for tenure, the Departmental Faculty Evaluation Committee will meet before April 15<sup>th</sup>.

#### 4.1.2 Tenured Faculty:

Student feedback will be collected for at least one course in each academic year. The first tenure review of a tenured Member will occur three years after the Member has attained tenure status. Thereafter, tenure review will occur every five years. The Member is responsible for ensuring that over the three or five year evaluation period, student feedback will be collected for every course taught. The Dean's office will be responsible for gathering and collating all relevant data for the Member's tenure review.

The Departmental Faculty Evaluation Committee will meet to discuss evaluations of tenured Faculty before May 10 of their tenure review year. The Committee will review student feedback summaries for the entire tenure review period and prepare a Faculty Evaluation Assessment report which will include information from:

- Student Feedback summaries
- Self Reports

##### 4.1.2.1 Extraordinary Evaluation

Should circumstances warrant, the Dean may require an extraordinary evaluation of a tenured Member.

If the Committee deems it necessary, the Faculty Member will be subject to a tenure review during the current academic year.

##### 4.1.2.2 Faculty on Leave

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

- 4.2 The Departmental Faculty Evaluation Committee shall complete the assessment portion of the Faculty Evaluation Assessment and the Dean shall complete the Dean's portion of the Faculty Evaluation Assessment of the Member concerned. The Committee will meet with the Member prior to May 10 for discussion and feedback. The Faculty Member will sign the Faculty Evaluation Assessment to indicate that he/she has met with the Departmental Faculty Evaluation Committee and reviewed the Faculty Evaluation Assessment.
- 4.3 For tenured Faculty, if the assessment is Unsatisfactory or Needs Improvement, an Improvement Plan will normally be developed jointly by the Departmental Faculty Evaluation Committee and the Member concerned. This improvement plan will be developed within 15 days of the Member signing the Faculty Evaluation Assessment.

4.3.1 The Improvement Plan will be documented, with a copy to the Member, the Departmental Chair and the Dean. A copy will be sent to Human Resources for the Member's file.

4.3.2 The Improvement Plan will include:

- Timelines
- Specified target performance measures
- Support strategies

4.3.3 The Member will be expected to improve in the areas outlined in the Improvement Plan and will participate in an evaluation in the following year. If the subsequent Faculty evaluation results in an overall unsatisfactory assessment, this constitutes grounds for termination due to poor performance. (See: 11.7.4.)

Two consecutive evaluations resulting in Overall "Needs Improvement" may constitute grounds for termination.

## 5.0 Faculty Evaluation Procedures

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

### 5.1 Procedures:

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

5.1.1 Tenured Faculty Members will, prior to the first day of classes in their assignment, notify the Chair's office of their selection of courses to be evaluated. If the Member fails to do so the Chair of the Department will select the course(s) to be evaluated. At a later date, a Member may select additional courses for student feedback evaluation, provided that the first class in the course has not occurred.

5.1.2 Student feedback will be obtained before completion of 80% of the course being evaluated.

5.1.3 The student feedback form will be administered by a Faculty Member, a lab assistant or the Departmental Administrative Assistant as designated by the Member whose course is being evaluated.

5.1.3.1 When Faculty are engaged in delivering contract industrial training and where the contracting industry requires the use of their own student feedback instrument, that instrument will be used in lieu of the GPRC student feedback form.



- 5.1.4 The completed feedback forms will be provided to the office of the Vice-President or designate for processing and for the transcription of the students' written comments.
- 5.1.5 The Vice President's office will provide the collated summary documents to the Dean, the Department Chair and the Human Resources office by December 10 and April 10.
- 5.1.6 Faculty may pick up their copies of the summary documents from the office of the Chair only after they have turned in their grades and the summaries have been completed.

## 5.2 Annual Self Report

All tenured and full time Members will provide a one or two page document of their activities over the academic year and will include strengths and areas of improvement. The report will be provided to the Departmental Chair by April 25. The Chair will send this self report to the Member's Human Resources file through the Dean's office.

## 6.0 Annual Chairperson Evaluation Procedures

### 6.1 Role Description

- 6.1.1 A Department Chairperson is a Faculty Member who is selected according to the process outlined in the Academic Staff Association Collective Agreement.
- 6.1.2 The Department Chair is responsible to the Dean for coordination and delivery of programs in the Department.

### 6.2 Preamble

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

### 6.3 General Procedures

- 6.3.1 The Dean's Office will circulate the *Chairperson Evaluation Questionnaire* and the *Chairperson Self Evaluation Form* during the two week period ending no later than April 22.
  - 6.3.1.1 This will occur by January 31 for the evaluation of Chairpersons in their second year of the appointment.

6.3.1.2 The questionnaire will be sent to and completed by:

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

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

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

#### 6.3.2 Review Committee Composition

6.3.2.1 The Divisional Dean as Chairperson

6.3.2.2 One Chairperson from another Department, selected by the Vice-President.

6.3.2.3 Two tenured Members of the Department selected at a Department meeting.

6.3.2.4 At the meeting, the Committee will:

- Verify the accuracy of the tabulated results
- Determine the feedback to be provided to the Chairperson
- Invite the Chairperson to join the meeting
- Provide the Chairperson with feedback as determined

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

#### 6.4 Chairperson Evaluation Process

6.4.1 The Chairperson provides to the Dean's office the names of the Review Committee Members approved by the Department.

6.4.2 Once the Chairperson Review form is complete, the Dean's office will prepare envelopes and scantron sheets, distribute the scantron sheets to the appropriate individuals and collate the data when the scantrons are returned.

6.4.2.1 The Dean's office will complete the NAME and relevant Department name sections on each scantron sheet.

6.4.2.2 The Dean's Office will organize the Chair Review Committee Meetings as per timelines outlined in 6.3.1.

## FACULTY SELF REPORT FORM

---

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

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

---

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

### **INSTRUCTIONAL RESPONSIBILITIES**

Teaching Effectiveness

Curriculum Review and Development

College Records

### **PROFESSIONAL RESPONSIBILITIES**

Contribution to College Activities

Professional Activities

Other (Optional)

Strengths/Areas of Improvement

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

## FACULTY EVALUATION ASSESSMENT

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

---

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

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

☐ Annual      ☐ Continuing      ☐ Tenured

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

---

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

#### **INSTRUCTIONAL RESPONSIBILITIES**

Teaching Effectiveness

Curriculum Review and Development

College Records

#### **PROFESSIONAL RESPONSIBILITIES**

Contribution to College Activities

Professional Activities

Other (optional)

**Performance Conclusions:**

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

**NOTES:**

1. If the Member scores "Unsatisfactory" or "Needs Improvement" in "Teaching Effectiveness" the "Overall Evaluation Conclusion" will be either "Needs Improvement" or "Unsatisfactory".
2. If the Member receives two or more "Unsatisfactory" in the "Performance Conclusions" the "Overall Evaluation" will be either "Needs Improvement" or "Unsatisfactory".

**OVERALL EVALUATION CONCLUSION:**

Satisfactory	( )
Needs Improvement	( )
Unsatisfactory	( )

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

***Dean's Comments:***

**Dean's Assessment:**

Satisfactory	( )
Needs Improvement	( )
Unsatisfactory	( )

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

**Departmental Faculty Evaluation Committee Members**

\_\_\_\_\_  
Chair

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

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

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

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR CLASSROOM ADMINISTRATION OF STUDENT FEEDBACK

Student feedback will be obtained before completion of 80% of the course that is being evaluated.

### Procedure

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

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

Students are asked to complete the student feedback form for each instructor at the College. The views that students express on this form are **seriously considered in the evaluation of the instructor**. When I have all the forms in the envelope, I will seal it and take it directly to the Department office. The results will not be given to the instructor until final grades have been submitted.

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

## FACULTY EVALUATION: STUDENT FEEDBACK FORM

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

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

	(1) Strongly Disagree	(2) Disagree	(3) Mildly Disagree	(4) Mildly Agree	(5) Agree	(6) Strongly Agree		(0) Not Applicable
1. The instructor effectively inspired students to learn.								
2. The instructor used appropriate learning strategies for the course material.								
3. The instructor's explanations and examples were clear.								
4. The instructor used class time effectively.								
5. The instructor followed the course outline.								
6. The instructor created and maintained a positive classroom environment.								
7. The instructor was available to help during posted office hours.								
8. The instructor graded tests, assignments, projects, etc. fairly.								
9. The instructor returned graded assignments and tests within a reasonable time frame.								
10. Overall, the instructor was effective.								

*Please answer the following questions*

## TEACHING

11. The instructor's teaching strengths were

---

12. The instructor could improve his or her teaching by

---

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

---

## COURSE DESIGN

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

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



## COURSE DESIGN

18. The best things about this course were

---

19. The course could be improved by

---

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

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

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

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

# GRANDE PRAIRIE REGIONAL COLLEGE

## Chairperson Evaluation

### QUESTIONNAIRE

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

Use the above rating scale to complete the following statements:

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

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

**Provides leadership and support through:**

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

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

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

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

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

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

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

**Assists the Dean by:**

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

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

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

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

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

## CHAIRPERSON EVALUATION ASSESSMENT

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

---

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

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

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

---

### RESULTS OF DATA COLLECTED

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

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

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

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

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

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

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

**Dean's assessment comments**

Dean's overall assessment:

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

Signed

Dean \_\_\_\_\_

Date \_\_\_\_\_

Committee Member

Date \_\_\_\_\_

Committee Member

Date \_\_\_\_\_

Committee Member

Date \_\_\_\_\_

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

Chairperson

Date \_\_\_\_\_

## **GRANDE PRAIRIE REGIONAL COLLEGE**

### **Chairperson Self Evaluation**

---

Areas of Strength:

Leadership growth/challenge areas:

Outside factors which significantly affected my work as a Department Chair this year:

Challenges faced by my Department:

Professional Development Plan (leadership):

---

**Chairperson Signature**

---

**Date**

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