



**LETHBRIDGE
POLYTECHNIC**



COLLECTIVE AGREEMENT

Between

**THE BOARD OF GOVERNORS OF LETHBRIDGE
POLYTECHNIC**

And

**THE LETHBRIDGE POLYTECHNIC
FACULTY ASSOCIATION**

JULY 1, 2024 – JUNE 30, 2028

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1 DEFINITIONS

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

- 1.1 “Position”** means the collection of specific duties and tasks assigned to a Faculty Member (Employee).
- 1.2 “Employee”, “Staff Member” or “Faculty Member”** is an individual employed by the Polytechnic in an academic Position designated by the Board in one of the following classifications:
 - 1.2.1 “Continuing Full-Time Employee”** is a full-time Employee in a continuing Position and has completed the two (2)-year probationary period;
 - 1.2.2 “Continuing Part-Time Employee”** is a part-time Employee in a continuing Position working between fifty (50) to ninety (90) per cent of a full-time instructional load and has completed the two (2)-year probationary period. Each Continuing Part-Time employee will be advised prior to July 1 each year of any change in the percentage for that academic year;
 - 1.2.3 “Term Certain Employee”** is a full-time or part-time Employee contracted for a specified term. Each Term Certain Employee will be advised prior to July 1 each year of any change in the percentage for that academic year.
 - 1.2.4 “Probationary Employee”** is a full-time or part-time Employee in a continuing Position that has not completed probation;
 - 1.2.5 “Sessional Employee”** is a part-time Employee in a non-continuing position paid on a per course basis and who works fifty (50) per cent or less of a full-time instructional load, as per **Article 13.3:**
 - 1.2.5.1** Subject to **Article 6 “Termination or Redundancy of Faculty Member”**, a Position and/or an Employee may be reclassified between Sessional and Term Certain during an academic year.
- 1.3 “Administrator”** for each academic Program Cluster shall mean one of:
 - 1.3.1** Appropriate Vice-President; or
 - 1.3.2** Dean or designate; or

- 1.3.3** Another academic person (not within the scope of this agreement) designated by the Polytechnic President, in writing, to the President of the Faculty Association.
- 1.4** "**Board**" shall mean the Board of Governors of Lethbridge Polytechnic or its designee;
- 1.5** "**Collective Agreement**" shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Article 20 of this Agreement;
- 1.6** "**Polytechnic**" shall mean the Lethbridge Polytechnic and where the context requires, the Board of Governors of Lethbridge Polytechnic;
- 1.7** "**Faculty Association**" or "**LPFA**" shall mean the Faculty Association as established or continued under Section 85 of the Post-Secondary Learning Act;
- 1.8** "**Instructional Load**" shall mean student/Faculty contact each week, which includes instructional hours, lab hours and tutorial hours.
- 1.9** "**Instructional Term**" means a period of time in which a major unit of instruction is delivered. The Polytechnic Academic Year is divided in terms whose normal lengths are:
- | | |
|-------------|----------------------------|
| Summer Term | July through August |
| Fall Term | September through December |
| Winter Term | January through April |
| Spring Term | May through June |
- 1.10** "**Program Cluster**" is defined as an academic unit consisting of a group of academic programs or services under the direction of an Administrator;
- 1.11** "**Working Day**" shall mean any day on which the Polytechnic is open to the public except for Saturdays, Sundays or general holidays listed in Article 16.6 "General Holidays".
- 1.12** "**Academic Year**" The period of July 1 to June 30 every year.

2 GENERAL CONDITIONS

- 2.1** This Collective Agreement shall be applied to all Employees and shall supersede any previous agreement or Board policy affecting conditions of employment. Where there is a conflict between the provisions of this Collective Agreement and Board policy, the Agreement shall govern. The term Faculty Member or Employee shall include Counselors and Learning Assistant Specialists except where otherwise provided.
- 2.2** Any policies proposed by the Board during the life of this Collective Agreement which alter the conditions of employment agreed to herein shall be referred to the Lethbridge Polytechnic Faculty Association. Such proposed policies will be implemented only when agreed to by both parties.
- 2.3** The Faculty Association recognizes that all functions, rights, powers, and authority which the Polytechnic has not officially abridged, delegated, or modified by this Collective Agreement are retained by the Polytechnic.
- 2.4** The headings are to be included as part of the Agreement.

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

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

- 2.5.1.1** First and last name;
- 2.5.1.2** Mailing address;
- 2.5.1.3** Classification;
- 2.5.1.4** Centre or program to which the Staff Member is assigned;
- 2.5.1.5** Salary grid placement;
- 2.5.1.6** Employment start and stop dates;
- 2.5.1.7** Home telephone number; and
- 2.5.1.8** Email address.

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

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

2.5.4 The LPFA will use the information obtained from the Polytechnic only for the following purposes:

2.5.4.1 Managing and administering the Association's programs and activities; and

2.5.4.2 Sharing aggregated personal information with Alberta Colleges Institutes Faculty Association (ACIFA).

2.5.5 PROTECTION OF PERSONAL INFORMATION

2.5.5.1 Disclosure of personal information obtained from the Polytechnic will only take place when individual consent has been obtained in writing.

2.5.5.2 The LPFA will protect personal information from unauthorized access, use or disclosure by the Staff, agents or contractors under the direct control of the LPFA.

2.5.5.3 The LPFA will maintain personal information obtained through this section in a secure manner.

2.5.5.4 The LPFA will furnish the Polytechnic President promptly with full details of any unauthorized access, use or disclosure of the personal information to the extent known and take all reasonable care to prevent a recurrence.

2.5.5.5 Prior to disposal of any media containing personal information, the LPFA will ensure that such information contained thereon has been erased or destroyed and that a record of all disposal is kept.

2.5.6 SECURITY OF ACCESS

Access to the personal information obtained through this section will be provided, where possible, through electronic means using equipment and systems approved by the Polytechnic President. The Polytechnic President reserves the right to update, change or modify any technology that is used for the recording, storage and transmission of personal information, so long as this change is compatible with technology available at the LPFA.

3 FACULTY ASSOCIATION MEMBERSHIP AND RECOGNITION

3.1 The Board recognizes the Faculty Association as the exclusive bargaining agent of all Faculty Members. The Board shall not enter into an individual agreement with a Faculty Member that is in conflict with the terms and conditions of this Collective Agreement.

3.2 An Employee designated as a Faculty Member by the Board shall automatically become a member of the LPFA. The provisions of this Agreement shall apply as set out in Article 7 “Application of Agreement.”

3.2.1 The designation of faculty positions will be determined using criteria developed through meaningful consultation with the Faculty Association.

3.3 The Board shall notify the LPFA in writing and provide an opportunity for consultation prior to developing or changing policies that affect the designation of an individual or group of individuals as Faculty Members.

3.4 The Polytechnic will deduct the monthly association dues on behalf of the LPFA as determined by its membership and remit this amount to the LPFA’s delegate with an accompanying name schedule.

3.5 TIME OFF FOR ASSOCIATION BUSINESS

3.5.1 Subject to sub-section 3.5.3, the Polytechnic will provide full or partial workload reductions totaling not more than two (2) academic years and make appropriate scheduling accommodations so that Staff Members designated by the Association may conduct Association business in roles such as the following:

3.5.1.1 Member or Chair of the Faculty Association negotiating team; and

3.5.1.2 Such other roles as may be mutually agreed.

3.5.2 For time off under this sub-section for the President of the Association, the corresponding portion of that Staff Member's salary shall be charged to and paid by the Association, the Polytechnic and the Staff Member's centre in equal shares. For time off under this subsection for all others, the Association shall reimburse the Polytechnic for the corresponding portion of the Staff Member's salary. Workload adjustments under this subsection will normally be for integral multiples of one (1) instructional term or one (1) apprenticeship intake.

3.5.3 Such time off will be approved and scheduling accommodations will be made provided that the Staff Member has consulted in advance with the Staff Member's Administrator and that instructional activities not be unduly disrupted. Any single Staff Member may be limited to one half ($\frac{1}{2}$) release time in any academic year.

3.5.4 The President of the Faculty Association shall advise the President of the Polytechnic, in writing, of the names of those specific Staff Members who represent the Association for the purpose specified in Section 3.5.

4 SELECTION OF FACULTY

4.1 THE SELECTION COMMITTEE

4.1.1 MANDATE

4.1.1.1 All continuing vacant positions covered by this agreement shall be posted for a minimum of seven (7) days.

4.1.1.2 The Selection Committee (Committee) operates in an advisory capacity only to the Administrator responsible for the hiring. The Committee shall interview and recommend the candidate who is best qualified for a position or may recommend that none of the candidates are qualified or suitable for the position.

4.1.1.3 The Committee may be asked for input regarding academic qualifications, experience, subject matter expertise and the initial placement on the salary grid as per Article 12.

- 4.1.1.4** The Committee may also review other prior service of the applicant and may recommend a reduction of the probationary period when recommending continuing faculty.

4.1.2 COMPOSITION OF THE SELECTION COMMITTEE FOR HIRING CONTINUING FACULTY

- 4.1.2.1** Each selection Committee shall consist of at least four (4) persons:

- 4.1.2.1.1** The Administrator responsible for the recommended Faculty Member being employed or an alternate Administrator designated by the Administrator responsible;

- 4.1.2.1.2** The most senior Administrator in Human Resources or designee;

- 4.1.2.1.3** The Chair or other Faculty Member responsible for coordination of the program or academic area within which the recommended Faculty Member is to be employed; and

- 4.1.2.1.4** A Faculty Member, normally continuing, with appointment to the program in which the proposed Faculty Member will be employed, and who normally has subject matter expertise as named by the Administrator.

- 4.1.2.2** The Polytechnic may add to the Selection Committee any of the following persons when appropriate and relevant:

- 4.1.2.2.1** Another Administrator (or their designee) dealing with positions under their range of authority;

- 4.1.2.2.2** A member of the relevant industry or Advisory Committee; or

- 4.1.2.2.3** One (1) or two (2) student representatives.

4.1.3 COMPOSITION OF THE SELECTION COMMITTEE FOR HIRING TERM CERTAIN AND SESSIONAL FACULTY

- 4.1.3.1** The Administrator responsible for supervision of the Faculty Member or an alternate Administrator designated by the Administrator responsible.

- 4.1.3.2** The most senior Administrator in Human Resources or designee.

4.1.3.3 The Chair or another Faculty Member responsible for coordination of the program or academic area within which the recommended Faculty Member is to be employed.

4.1.3.4 The Polytechnic may add to the Selection Committee any additional Faculty, usually continuing, with appointment in the program.

4.2 SALARY BEYOND NORMAL PLACEMENT

4.2.1 The Selection Committee may recommend salary in excess of the prevailing scale in view of recruitment considerations or other reasons it deems suitable. The Polytechnic reserves the right to pay salary in excess of the prevailing scale.

4.2.2 Salary paid in excess of scale will be limited by the provisions below:

4.2.2.1 Where a Faculty Member is paid at a rate within their appropriate pay category but at a rate beyond the normal placement, they will be eligible for annual increments in the usual manner. However, the salary will not progress beyond the uppermost salary rate of that pay category.

4.2.2.2 Where a Faculty Member is paid at a rate of pay which exceeds the uppermost salary rate of their appropriate pay category, this rate will remain in effect for only the time specified by the Polytechnic.

4.3 INITIAL APPOINTMENT: PROBATIONARY PERIOD FOR CONTINUING FACULTY

4.3.1 The Administrator responsible for the hiring will consider the recommendation of the Selection Committee for initial appointment.

4.3.2 Initial appointment shall be for a probationary period of two (2) years from date of employment in a continuing position unless otherwise reduced by the Selection Committee as per Article 4.1.1.4.

4.3.3 Human Resources shall provide each successful applicant with a copy of the Collective Agreement in hard copy or access to an electronic copy. This information will be included with the offer of employment. The offer of employment will direct the successful applicant's attention to the section of the Collective Agreement that describes the evaluation of training and experience as per Article 12.

4.3.4 Where a Probationary Employee's employment is interrupted for a period of one (1) month or longer because of sick leave, parental leave or any other approved leave of absence, the probationary period shall be extended by the equivalent number of assignable days as are missed during such periods of absence.

4.4 CONTINUING APPOINTMENT

4.4.1 A Faculty Member who has not been given or received notice under Article 6, Termination or Redundancy of Faculty Members, will be granted continuing appointment on the completion of the probationary period.

4.4.2 Where a Faculty Member is appointed to a continuing Position, the full-time equivalency of their prior service shall be recognized as service in the continuing Position for the purposes of this Section, for Section 6.3, "Redundancy of a Continuing Employee" and for Article 17, "Faculty Professional Development."

4.4.3 All Continuing Full-Time and Continuing Part-Time Faculty Members appointed shall be subject to the requirements outlined under Section 17.9, "Instructor Certification Program," of this Agreement.

4.5 REVIEW OF SALARY GRID PLACEMENT

4.5.1 The Selection Committee that made the recommendation to hire will be reconvened if the Faculty Member requests a review of the salary grid placement.

4.5.2 The Faculty Member must submit a written request for a review within three (3) months from the date at which the Faculty Member receives their appointment letter. In default of this timeline, the salary placement is not reviewable.

4.5.3 As a result of this review, the Selection Committee may recommend a salary grid adjustment to the Senior Academic Officer.

- 4.5.4** The Selection Committee recommendation to the VP Academic shall not be subject to grievance under Article 8 “Grievance Procedure.”

5 CONVERSION TO CONTINUING FULL-TIME STATUS

- 5.1** The following guidelines will be used to determine when it is appropriate to convert a Continuing Part-Time Position or a full-time Term Certain Position to a Continuing Full-Time Position. Each Centre will review their current continuing part-time positions based upon the following criteria:
- 5.1.1** The subject area is core to the Academic area’s needs;
 - 5.1.2** The full-time Position is not created based upon the incumbent’s skills set;
 - 5.1.3** The Position requirements including the educational qualifications and/or experiential needs are consistent with the program area;
 - 5.1.4** For Continuing Part-Time Position, there has been a ninety (90) per cent workload on the above basis for at least three (3) years. For Full-Time Term Certain Position, there has been one hundred (100) per cent workload on the above basis for at least three (3) years; or
 - 5.1.5** There is reasonable belief that there will be an ongoing full workload for the foreseeable future.
 - 5.1.6** Conversion decisions would take into consideration workforce planning including potential retirements and for succession planning.
- 5.2** Upon conversion of the Continuing Part-Time Position or Full-Time Term Certain Position to Continuing Full-Time Position, the incumbent if any, will be appointed to the newly converted position subject to satisfactory past performance and meeting the required qualifications of the Position. The incumbent will not be subject to the probationary requirement unless conditions in 5.1.4 have not been met.
- 5.3** Full-Time Term Certain Positions being converted to Full-Time Continuing Positions will be posted internally when needed.
- 5.4** Each Centre will submit recommendations for conversion of any Continuing Part-Time Employee or Full-Time Term Certain Employee to Continuing Full-Time Employee within the annual budget.

6 TERMINATION OF EMPLOYMENT

6.1 TERMINATE THE EMPLOYMENT OF PROBATIONARY, TERM CERTAIN OR SESSIONAL EMPLOYEES

These categories of Faculty Members may terminate employment by:

- 6.1.1** Mutual agreement in writing between the Faculty Member and the Board;
- 6.1.2** Written notice from the Staff Member to the Board, providing that such notice is effective not earlier than thirty (30) days from the date of notice and not before the end of the current instructional term; or
- 6.1.3** The Board may terminate the employment of a Faculty Member covered by Section 6.1 at any time after serving notice to the Faculty Member and Faculty Association. A Faculty Member covered by Section 6.1 may be relieved of some or all of their duties prior to the Board serving notice of termination.
- 6.1.4** A decision of the Board to terminate the employment of a Faculty Member covered in Section 6.1 cannot be advanced to arbitration.

6.2 TERMINATE THE EMPLOYMENT OF A CONTINUING FULL-TIME OR CONTINUING PART-TIME EMPLOYEE

The employment of a Continuing Full-Time or Continuing Part-Time Employee shall continue in force until terminated by one (1) of the following events:

- 6.2.1** Notice of not less than ninety (90) calendar days given by a Faculty Member (the effective date of such notice shall not fall within any instructional term). Whenever possible, Faculty shall submit notice of retirement/resignation by December 31 or June 30;
- 6.2.2** The mutual agreement of the Faculty Member and the Board;
- 6.2.3** Resulting from the provisions outlined under Section 6.3, "Redundancy of a Continuing Full-Time or Continuing Part-Time Academic Position"; or
- 6.2.4** Resulting from action following Article 9, "Discipline."

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

- 6.3.1** Where redundancy is determined in a Program Cluster having more than one (1) continuing Position, the following considerations will be taken into account:
- 6.3.1.1** The ability, qualifications and experience of the incumbents to these Positions within the Program Cluster as related to the work which remains to be done;
 - 6.3.1.2** The evaluation of incumbent's Performance Appraisal Summaries which have accumulated over the years;
 - 6.3.1.3** The incumbent having the least amount of seniority shall be considered redundant providing other things are relatively equal in regard to considerations of Sub-Sections 6.3.1.1 through 6.3.1.2; or
 - 6.3.1.4** A more senior Faculty Member may volunteer to be declared redundant in the place of the less senior incumbent who would otherwise be declared redundant. If the Polytechnic approves, that more senior Faculty Member will be declared redundant and will receive the special compensation payment under Sub-Section 6.3.4.1.
- 6.3.2** When a Continuing Full-Time Faculty Member is determined to be redundant by the Administrator to whom the Employee reports, the Vice-President Academic, if in agreement, shall send a written recommendation, with reasons, to the Polytechnic President declaring the Faculty Member redundant. In making a recommendation to the Polytechnic President, the Senior Academic Officer shall consider opportunities across the institution for the retention and/or reassignment of the Faculty Member. A copy of this recommendation will be forwarded to the President of the Faculty Association.
- 6.3.3** If the Polytechnic President finds the Position to be redundant, the Polytechnic President shall recommend the redundancy to the Board, whose decision will be final.
- 6.3.4** If the Board finds the Academic Position to be redundant, the Board shall give the incumbent ninety (90) days written notice or equivalent pay in lieu of termination of employment.

- 6.3.4.1** A Faculty Member terminated in this fashion whose salary is funded under the base budget of the Polytechnic, shall receive a special compensation payment equal to one (1) month's salary for each year of continuous service as a Faculty Member, to a maximum of one (1) year's salary and a minimum of three (3) months' salary.
- 6.3.4.2** Where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed, then the provisions of Sub-Section 6.3.4.1 shall not apply and the Faculty Member shall be entitled to a special compensation payment equal to:
- 6.3.4.2.1** One (1) month's salary for each year of continuous service as a Faculty Member to a maximum of \$12,000; or
- 6.3.4.2.2** Three (3) months' salary, whichever is greater, except where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed the provisions of sub-section 6.3.4.1 shall apply, provided the Faculty Member has completed five (5) years of continuous service.
- 6.3.5** The Polytechnic shall provide the Association a list which shall set out, effective July 1 each year which Positions are, in the opinion of the Board, subject to the special project or ad hoc funding for the purpose of Sub-Section 6.3.4.2.
- 6.3.6** An individual declared redundant under Sub-Section 6.3.3 shall be recalled to any vacant Position or offered any available work for which the individual has the ability, experience and qualification to perform the required duties. This right of recall shall exist for a twelve (12)-month period from the effective date of redundancy.
- 6.3.7** An individual who has received a special compensation payment under the provisions of sub-section 6.3.4.1 or 6.3.4.2 above and subsequently is reappointed to a Continuing Position, shall reimburse to the Polytechnic an amount equal to the amount of the special compensation payment received, less the amount they would have received as salary during the period between termination and rehire.

- 6.3.8** Where a Faculty Member has reimbursed the Polytechnic any monies under this Section, they shall be credited with continuous service from their original date of hire for the purposes of Sub-Section 6.3.4.
- 6.3.9** In declaring redundancy within a given Program Cluster, the following shall be the sequence for terminating Employees by Position: Sessional, Term Certain, Probationary Continuing Part-Time, Probationary Continuing Full-Time, Continuing Part-Time and Continuing Full-Time. The redundancy is subject to the condition that the Staff Member(s) who are retained are qualified and capable of fulfilling the duties remaining.
- 6.3.10** The Employee declared redundant may endeavour to obtain an alternate Position in the program cluster or another program cluster through consultation and assistance from the Polytechnic by applying for available vacancies.

7 APPLICATION OF AGREEMENT

All sections of the Collective Agreement apply to all Faculty Members except for the exclusions noted below and/or where otherwise indicated.

	Does not apply to Part-Time Continuing	Does not apply to Term Certain	Does not apply to Sessional
Section 6.2 “Termination of Continuing Full-Time or Continuing Part-Time Employee”		X	X
Section 6.3 “Redundancy of a Continuing Employee”		X	X
Section 6.3.4.1 (severance)		X	X
Section 6.3.4.2 (special projects)	X	X	X
Section 6.3.5 (special project list)	X	X	X
Section 6.3.6 (recall)		X	X
Section 6.3.7 (repayment)	X	X	X
Section 6.3.8 (service credit)		X	X
Section 6.3.10 (alternate Position)		X	X
Section 14 “Academic Year”			X
Section 15 “Benefits”			X
Section 16 “Leave for Faculty Members”			X
Section 17 “Faculty Professional Development”			
Section 17.3 (Sabbatical)		X	X
Section 17.4 (Work Experience)		X	X
Section 17.5 and 17.6 (Special Projects)		X	X
Section 17.7 (Individual PD)		X	X
Section 17.8 (PD for Sessional/TC)	X		
Section 17.9 (ICP)		X	X
Section 17.10 (Polytechnic courses)		X	X

8 GRIEVANCE PROCEDURE

8.1 GUIDELINES

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

8.2 TIME LIMITS

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

8.3 SETTLEMENT OF DIFFERENCES

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

8.4 LEVEL I

- 8.4.1** The Level I Grievance Officer shall be the VP Academic or designee.
- 8.4.2** The Faculty Association and a Faculty Member or group of Faculty Members, shall submit to the VP Academic, a written statement of the grievance within thirty (30) days of the date upon which the subject of the grievance occurred, or of the date that the Grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.
- 8.4.3** The grievance must be signed by the Faculty Member(s) and the Faculty Association representative and shall contain:

8.4.3.1 The summary of the circumstances giving rise to the grievance;

8.4.3.2 The provision(s) of the Agreement considered violated; and

8.4.3.3 The particulars of the remedy sought.

8.4.4 The Level I Grievance Officer shall meet with all parties that are subject to the grievance, which includes the Grievor(s), the Faculty Association representative, management and the most senior Human Resources Administrator, or designee, within fifteen (15) days of receipt of the grievance, and shall render a written decision within fifteen (15) days of receipt of the grievance.

8.5 LEVEL II

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

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

8.5.3 The Level II Grievance Officer shall meet with all parties that are subject to the grievance, which includes the Grievor(s), the Faculty Association representative, management and the most senior Human Resources Administrator, or designee, within fifteen (15) days of receipt of the grievance and shall render a written decision within fifteen (15) days of receipt of the grievance.

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

8.6 LEVEL III: ARBITRATION

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

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

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

- 8.6.4** The two (2) appointees so selected shall, within fifteen (15) days of the second appointment, appoint a mutually acceptable third person who will serve as the Chairman.
- 8.6.5** If the two (2) appointees fail to agree upon a Chairman, the appointment shall be made through Mediation Services from the appropriate government ministry, upon the application of either party upon three (3) clear days' notice to the other.
- 8.6.6** After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:
- 8.6.6.1** Request the attendance of any witness it deems necessary;
 - 8.6.6.2** Keep a record of the proceedings;
 - 8.6.6.3** Request access to any documents or other materials relating to the dispute;
 - 8.6.6.4** Correct any typographical error or omission in the Agreement or any previous award; and
 - 8.6.6.5** Make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
- 8.7** Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
- 8.8** The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
- 8.9** Where a Faculty Member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty Member and pay to them a sum equal to their salary loss by reason of their suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

8.10 MEDIATION OPTION PRIOR TO LEVEL III

- 8.10.1** During the fifteen (15) day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- 8.10.2** The party to whom the notice is given has seven (7) days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
- 8.10.3** The two (2) parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Director of Mediation Services, Alberta Human Resources and Employment to appoint a Mediator.
- 8.10.4** Upon the appointment of a Mediator, the Director of Mediation Services shall notify the Board and the Faculty Association accordingly.
- 8.10.5** The parties agree to share equally the fees and expenses of the Mediator unless the parties and Mediator otherwise agree.
- 8.10.6** The Mediator shall, in such manner as they see fit, without delay, enquire into the dispute and endeavor to resolve it by:
- 8.10.6.1** Hearing representations from the parties;
 - 8.10.6.2** Mediating between the parties; and
 - 8.10.6.3** Encouraging the parties to resolve the grievance.
- 8.10.7** The Mediator will provide the parties with a report outlining the basis of settlement. The Mediator's recommended settlement shall be without prejudice.
- 8.10.8** The mediation process shall conclude with one of the following options:
- 8.10.8.1** Settlement of the grievance according to terms agreed by the parties during the mediation process; or
 - 8.10.8.2** A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 8.10.9** If no settlement is reached at mediation, the fifteen (15) days to refer a grievance to Level III will commence from the date the mediation is concluded.

9 DISCIPLINE

- 9.1** No Faculty Member shall be disciplined except for just cause.
- 9.2** Disciplinary action will be applied as per the Human Resources Policy and consists of the issuance of a letter of reprimand clearly identified as disciplinary in nature, suspension, or dismissal.
- 9.3** Notice of disciplinary action shall be delivered in writing to the Faculty Member and shall state the reason or reasons for such disciplinary action. A copy of the notice, for information only, shall be provided to the Faculty Association.
- 9.4** A Faculty Member who has been subjected to disciplinary action, may after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that their personal file be purged of any record of the disciplinary action and if that action has not been taken, it shall be deemed to have been purged provided that:
 - 9.4.1** The Faculty Member's file does not contain any further record of disciplinary action during that twenty-four (24)-month period;
 - 9.4.2** The disciplinary action is not the subject of an unresolved grievance; and
 - 9.4.3** The disciplinary action did not result in suspension or dismissal.

10 GROWTH AND DEVELOPMENT OF FACULTY

10.1 PURPOSE

- 10.1.1** To provide direction and support for Faculty members to pursue excellence in their responsibility in the teaching and learning process.
- 10.1.2** To provide administrators opportunity to support faculty in their professional development and to give feedback.

10.2 GENERAL PROVISIONS

- 10.2.1** On one (1) working-days' notice, or less if mutually agreed upon, a Faculty Member may be visited in the learning area by the Administrator and/or designate.
- 10.2.2** The Administrator and/or designate responsible for the supervision of the Faculty Member shall review the results of each evaluation with the individual at the annual Growth and Development plan meeting.

- 10.2.3** If a Faculty Member holds more than one (1) employee classification, the evaluation process will be based on the primary classification of the Faculty Member.

10.3 PROCEDURES FOR CONTINUING FULL-TIME AND CONTINUING PART-TIME EMPLOYEES

- 10.3.1** Each Continuing Full-time and Continuing Part-Time Employee will be evaluated at least every third year by their Administrator and/or designate. As part of the evaluation process, student feedback surveys will be included. Faculty and the Administrator and/or designate will consult on the process which may include but is not limited to the following:

- 10.3.1.1** Peer feedback;
- 10.3.1.2** Self-reflection through peer classroom visit(s);
- 10.3.1.3** Classroom visits by the Administrator or designate;
- 10.3.1.4** Small group feedback; or
- 10.3.1.5** Other by mutual agreement.

- 10.3.2** The Faculty Member will complete a Growth and Development plan for each year.

- 10.3.3** Annually, the Administrator and/or designate responsible for the supervision of the Faculty Member shall review with the Faculty Member both the performance from the previous year and the Growth and Development plan for the upcoming year.

10.4 PROCEDURE FOR SESSIONAL / PROBATION AND TERM CERTAIN EMPLOYEES

- 10.4.1** The Faculty Member's performance will be evaluated throughout each instructional term, with a written summary to be completed at least at the end of each instructional term. This evaluation may include the following:

- 10.4.1.1** Classroom observations; and
- 10.4.1.2** Office discussions.

- 10.4.2** After three years of continuous service for sessionals and two years of continuous service for term certain, evaluations will be completed annually.

11 PROFESSIONAL STANDARDS COMMITTEE

11.1 MANDATE

The Professional Standards Committee (referred to as the PSC), shall work to mediate and resolve issues of dispute regarding workload.

11.2 MEMBERSHIP

The membership of the PSC shall be as follows:

- 11.2.1** Three (3) Faculty Members normally chosen from the ranks of the Full-Time Faculty, appointed by the Lethbridge Polytechnic Faculty Association. A Faculty Member may not sit on the PSC if they are under consideration. They shall be replaced by an appointee of the executive of the Lethbridge Polytechnic Faculty Association;
- 11.2.2** Three (3) Administrators appointed by the Senior Academic Officer; and
- 11.2.3** The Chairman shall be one (1) of the three (3) Faculty Members. In the event of a tied vote, the Chair shall have a second deciding vote.

11.3 PROCEDURES

The PSC shall determine and make available its own procedure.

- 11.3.1** The PSC shall consider at least the following criteria when studying underload or overload disputes:
 - 11.3.1.1** Longtime average of the Instructor's load;
 - 11.3.1.2** Number of students in the class within the present guidelines as determined by the Board;
 - 11.3.1.3** Limitation of facilities and equipment;
 - 11.3.1.4** Curriculum determination over which the Polytechnic has no control;
 - 11.3.1.5** Future of courses; and
 - 11.3.1.6** Other responsibilities of the Faculty Member such as course development, department work, professional development and other related projects.

11.4 FUNCTIONS

The PSC shall:

- 11.4.1** Recommend to the Senior Academic Officer appropriate action for any complaint in regard to the workload of the Instructor.
- 11.4.2** All recommendations of PSC shall be considered after meaningful consultation between PSC and the Senior Academic Officer. The results of that consultation will be final.
- 11.5** Unless stated otherwise in this Agreement, this committee shall meet upon the written request of any Faculty Member within seven (7) days of receipt of such request, for the purposes set out in Section 11.4.

12 REMUNERATION FOR FACULTY MEMBERS

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

- 12.1.1** A Continuing Part-Time Employee compensation is based upon their assigned workload up to a 100 percent pro-rated to the grids (Appendix B).

A Term Certain Employee compensation is based upon their assigned workload up to a 100 per cent pro-rated to the grids for the length of their term. If a Term Certain Employee does not complete their assigned workload for the term, the following calculation will be used to determine the amount which is owing to the Faculty Member or the Polytechnic:

$$\frac{\text{Annual Salary} \times \text{hours taught} - \text{Amount Paid}}{\text{Assigned workload hours}}$$

- 12.1.2** Refer to Appendix B for the annual salary grids including vacation pay effective July 1, 2024 – June 30, 2025: 3% added to the grid.
- 12.1.3** Refer to Appendix B for the annual salary grids including vacation pay effective July 1, 2025 – June 30, 2026: 3% added to the grid.
- 12.1.4** Refer to Appendix B for the annual salary grids including vacation pay effective July 1, 2026 – June 30, 2027: 3% added to the grid.
- 12.1.5** Refer to Appendix B for the annual salary grids including vacation pay effective July 1, 2027 – June 30, 2028: 3% added to the grid.

12.2 SALARY GRIDS: SESSIONAL EMPLOYEES

- 12.2.1** Refer to Appendix B for the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2024 – June 30, 2025: 3% added to the grid.
- 12.2.2** Refer to Appendix B for the grid for Sessional Faculty inclusive of vacation pay effective July 1, 2025 – June 30, 2026: 3% added to the grid.
- 12.2.3** Refer to Appendix B for the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2026 – June 30, 2027: 3% added to the grid.
- 12.2.4** Refer to Appendix B for the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2027 – June 30, 2028: 3% added to the grid.
- 12.2.4.1** An annual allowance for faculty whose primary position is **Sessional** and who are not provided any technology or equipment shall receive \$150 each contracted term for technology and incidentals.
- 12.2.4.2** Not less than one-week notice of course cancellation will be provided. If not provided, the polytechnic will pay the Sessional instructor ten (10) percent of the employment contract for course preparation time.
- 12.2.4.3** Instructors whose primary position is as a Sessional:
When assignments are in blocks of hours, the hours will be divided by the traditional 16-week term and the result multiplied by the appropriate sessional rate on the grid.
- 12.2.4.4** There is an expectation that an equivalent number of hours are worked outside of course instruction time.
- 12.2.4.5** Full-time, part-time and term certain Faculty Members may perform additional work beyond their annual instructional workload hours of 540, 576, or 625 hours in Trades and will be compensated according to the sessional grid in effect at the time.

12.3 SALARY PLACEMENT

12.3.1 All new Continuing, Probationary, Continuing Part-Time and Term Certain Employees will be placed on the appropriate salary grid as per Section 12.1, Appendix B, based on their academic training and experience as determined by sub-sections 12.3.4, 12.3.5, 12.3.6 and 12.3.7 below.

12.3.2 All new Faculty Members instructing as a Sessional Employee will be placed on the appropriate salary grid as per Section 12.2, Appendix B, based on their academic training and experience as determined by sub-sections 12.3.5, 12.3.6 and 12.3.7 below and their initial placement will be at Level 1.

12.3.3 The Courses offered under Section 17.9, “Instructor Certification Program” will be recognized as post-secondary training.

12.3.4 EXPERIENCE

12.3.4.1 Salary placement above Level 7 will not be acceptable except under special circumstances. In such circumstances, the Selection and Evaluation Committee may recommend placement in excess of Level 7 to the Senior Academic Officer.

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

12.3.4.2.1 Relevance and category of previous work experience;

12.3.4.2.2 Length of professional experience where progression has occurred; and

12.3.4.2.3 Present salary category and employment market considerations.

12.3.5 TRAINING – FACULTY MEMBERS CATEGORY DEFINITIONS (NON-TRADES)

12.3.5.1 Category B: less than four (4) years of training

12.3.5.2 Category C: four (4)-year University degree; or equivalent four (4) years training

12.3.5.3 Category D: four (4)-year University degree; or equivalent four (4) years training plus one (1) additional year of relevant university studies or its equivalent; five (5) years training, two (2) of which must be from a university

12.3.5.4 Category E: earned Master's degree; equivalent to a minimum of four (4) year undergraduate degree plus two (2) years of graduate study; or two (2) undergraduate degrees plus one (1) year of graduate study

12.3.5.5 Category F: earned Doctorate

12.3.6 TRAINING - CATEGORY DEFINITIONS FOR FACULTY MEMBERS INSTRUCTING IN TRADES PROGRAMS HAVING A BASE WORKLOAD OF 625 HOURS

12.3.6.1 Category C: Journeyperson certificate plus up to two (2) additional years of training

12.3.6.2 Category D: Journeyperson certificate plus three (3) additional years of training

12.3.6.3 Category E: Journeyperson certificate plus four (4) additional years of training or an earned Master's degree

12.3.6.4 Each additional Journeyperson certificate will equal one (1) year of training

12.3.7 TRAINING – GENERAL CRITERIA

12.3.7.1 All post-secondary training, diplomas and degrees must be from institutions acceptable to the Polytechnic.

12.3.7.2 Training to be recognized must be in a discipline related to the Faculty Member's duties.

12.3.7.3 Where an instructor presents more than one (1) program of preparation for evaluation and the content of one (1) overlaps the content of another as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.

12.3.7.4 Accreditation by the Canadian Professional Associations may be accepted as equivalent to a specified category of training. The Selection and Evaluation Committee may make recommendations on equivalency issues and will consider membership in Professional Associations outside Canada where there is no similar Canadian Association.

12.3.7.5 Evaluation of Training is based on the following:

12.3.7.5.1 One (1)-Year Graduate Study – four (4) full courses per year, 24 semester hours per year 36 quarter hours per year; or

12.3.7.5.2 One (1)-Year Undergraduate Study – five (5) full courses per year, 30 semester hours per year 45 quarter hours per year; or

12.3.7.5.3 One (1) full Academic year at a College or Technical institute equals one (1) year of training.

12.3.7.5.4 Where none of the above apply, one (1) year of study equals 400 classroom contact hours will only apply up to category E.

12.3.7.6 Short Courses – Courses meeting criteria below will be considered:

12.3.7.6.1 Short courses can be accumulated for salary purposes to a maximum of one (1) year (i.e., courses which are not part of a recognized degree, diploma or certificate program).

12.3.7.6.2 Short courses may not be accumulated or credited for salary purposes after category (D) has been reached. On initial appointment, University, College and similar course work will be credited first and short courses will then be considered, if the placement is below Category (D).

12.3.7.6.3 Short courses of at least three (3) full instructional days or 21 instructional hours will be considered for salary purposes, but not necessarily accepted.

12.3.7.6.4 Any short courses to be accepted for evaluation must have supporting documentation (i.e., transcript, completion certificate, attendance statement hours, etc.).

12.3.7.6.5 Short courses to be considered must have been offered by an acceptable educational, teaching, trade, or professional organization.

12.3.7.6.6 Short courses must be directly related to the nature of the individual's instructional role and the content must be currently applicable and up to date. Short courses taken more than five (5) years prior, will not qualify.

12.3.7.6.7 Short courses successfully completed under the Polytechnic Instructor Certification Program will be evaluated for salary purposes on the same basis as university courses.

- 12.3.7.6.8** Only short courses which are at an advanced category relative to previous training and which provide the Instructor with knowledge or skills which represent training progression will be considered.

12.4 INCREMENT

- 12.4.1** All Continuing, Probationary and Continuing Part-Time and Term Certain Employees will receive one (1) vertical merit increment on the grid, if eligible, each July 1 until the maximum vertical placement for their training category is reached.
- 12.4.2** All Continuing Full-Time, Probationary, Continuing Part-Time and Term Certain Employees who have completed thirty-two (32) weeks of the thirty-eight (38) weeks referred to in Article 14, "Academic Year," or in the case of counselors and Learning Assistant Specialists, thirty-seven (37) of the forty-three (43) weeks, will be eligible for consideration for the annual performance increment.
- 12.4.3** Sessional Employees who have taught at the Polytechnic for three (3) consecutive or non-consecutive terms, shall, after the completion of the third term, receive one (1) vertical increment, until the maximum vertical placement for their training category is reached. All experience at the Polytechnic, whether Continuing Full-Time or Continuing Part-Time, Term Certain or Sessional, will be recognized for sessional increments.

12.5 ADDITIONAL TRAINING

- 12.5.1** Any Faculty Member who, after commencing employment with the Polytechnic, intends to achieve advancement in grade by pursuing further academic study or continue with academic study initiated before their employment commenced, must seek approval from their Administrator who will determine (and state in writing) whether or not the Faculty Member's successful completion of such study will result in a grade advance. The Administrator will base their decision on the relevancy of the proposed study to the Faculty Member's area of instruction or service. Without such written pre-approval for a grade advance, a Faculty Member will be denied the advance. Change of salary shall be effective the first of the following month from the date of presentation by the Faculty Member of acceptable proof of such training and subject to confirmation by the Human Resources office.

12.5.2 Such adjustments will be made to the normal monthly salary payments and will not be determined under Section 12.6, “Calculation of Extra Remuneration for Faculty Members”. The additional qualification must be gained at a recognized institution and must be in a discipline related to the duties of the Faculty Member. Where a Faculty Member disputes a determination, they may appeal to the Selection and Evaluation Committee.

12.6 CALCULATION OF EXTRA REMUNERATION FOR FACULTY MEMBERS

12.6.1 A Faculty Member required to have assignable work beyond 38 weeks will be paid on a daily rate calculated as follows:

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

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

Where AS = annual salary and yearly workload hours = 540, 576, or 625 as applicable.

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

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

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

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

12.6.3 Notwithstanding sub-section 12.7.1, any Full-Time Continuing, Part-Time Continuing or Term Certain Faculty Member may perform additional work, either during or after the 38 weeks of assignable time, on a sessional contract basis and be paid under Section 12.2. For Full-Time Continuing Faculty, this applies to any additional work. For Part-Time Continuing Faculty and Term Certain Faculty this applies to any work in addition to the percentage of full time specified before July 1 for that academic year.

REMUNERATION FOR CHAIRS

12.6.4 Those Faculty Members designated as Chairs will be given release time from their otherwise normal instructional load and/or stipends which are considered commensurate with the administrative assignment. The release time will not normally exceed fifty (50) percent of a full workload.

12.6.5 The above stipends and/or release time for Chairs shall be determined by the appropriate Administrator, in consultation with the appropriate program(s) faculty, prior to the competition and/or appointment.

13 WORKLOAD

13.1 The Administrator in consultation with all Faculty Members in a specific program, shall be responsible for the assignment of the workload within the program. Sections 13.2, 13.3, 13.4 and 13.5 will not apply to Counselors or Learning Assistant Specialists.

13.2 The Administrator of the program, in assigning individual workloads, shall ensure all full-time Faculty are assigned to work a total of 1330 hours as per the Workload Model. The standard theory class size range of 16 to 34 students and lab class size range of 9 to 19 students. There will be no adjustment for classes that fall within this range.

13.3 The Administrator of the program, in assigning individual workloads, shall ensure that the overall average of the Faculty Member's instructional workload is 540 or 576 hours in the academic year, with the exception of Trades which shall be 625 hours in the academic year. The balance of workload outside of instructional hours will be determined in consultation with the Faculty Member.

13.3.1 Workload will be calculated at 1330 hours per academic year using the Workload Model. These hours are used for workload calculation purposes only and does not reflect the number of hours per day a Faculty Member may work.

13.3.2 The initial workload assignments are calculated using projected student numbers and are finalized after extended add drop. Workload will not be adjusted if the assignment falls within a seven (7) percent variation above or below the annual 1330 hours. Where an over/underload situation occurs outside of the workload variation, workload will be adjusted in year where possible but no later than the following year.

- 13.3.3** Student contact will be calculated as one (1) hour of student contact and one (1) additional hour for preparation, assessment, and class assignment.
- 13.3.4** Unique courses assigned to each Instructor should generally be limited to four (4) per semester. Additional unique classes require mutual agreement between the Administrator and the Faculty Member.
- 13.3.5** Prior to an Instructor participating in *Applied Research*, agreement with the Administrator is required. The *Applied Research* will become a part of the Instructor's workload.
- 13.3.6** Probationary Instructor's workload will be reduced by one (1) course which is equivalent of three (3) instructional hours per semester in the first year of employment.
- 13.3.7** A full-time term certain faculty member with a contract of two (2) or more years is eligible for one (1) course release per year of their contract, provided they are enrolled in an ICP course during that year.
- 13.3.8** Faculty members are eligible for a maximum of two (2) course releases in total, regardless of whether they hold a term certain or full-time continuing appointment.
- 13.4** The Administrator of the program will assign workload based on the instructor role description which may include responsibilities identified in the four (4) major workload categories including: Instructional Responsibilities; Institutional Discipline; Professional Development; and Applied Research and other professional responsibilities which may be assigned by the Administrator. The scope of this work is generally included in regular instructor routine and as such Institutional Service would not require documentation unless requested by either party.
- 13.5** All new Faculty will be expected to complete the New Instructor Orientation Program (NIOP) and Instructional Skills Workshop (ISW) prior to commencement of classes. In the event the instructor is not able, they will take it at the next available offering.
- 13.6** Assignable work will include instructional workload as described in Sections 13.2, 13.3 and 13.4 above, teaching preparation, program and course development, special projects, polytechnic committees and other related activities which are assumed as professional responsibilities by the Faculty Member or may be assigned by the Administrator.

13.7 Should any dispute arise concerning whether or not an overload or underload situation does exist, the dispute shall be submitted to the Professional Standards Committee (Article 11) for study and recommendation to the Senior Academic Administrator who will be charged with the responsibility of determining whether an underload or overload condition exists and will further be charged with the responsibility for remedying such underload or overload.

13.8 COUNSELORS

The Administrator, in consultation with the Chair of Counseling, shall be responsible to assign the hours of work for Members who are counseling staff. The assigned hours shall not exceed an average of 35 hours per week over the contractual weeks of assignable time.

13.9 DAILY HOURS OF WORK

Unless voluntarily agreed by the Faculty Member, no Faculty shall be assigned a teaching schedule spanning more than nine (9) hours in a day.

13.10 LEARNING ASSISTANT SPECIALISTS' WORKLOAD

The Administrator, in consultation with the Chair, shall assign the hours of work for Learning Assistant Specialists. The assigned hours will not exceed an average of 35 hours per week over the contractual weeks of assignable time. A Learning Assistant Specialist who is assigned to teach a credit course outside of the Learning Café will receive two (2) hours of credit for each hour of instruction.

14 ACADEMIC YEAR

14.1 The period of assignable work each contract year for Faculty Members, other than Counselors, whose usual and primary role is instructional, will be 38 weeks of assignable work. The assignable work period will normally be from late August to late May and will be developed and applied annually once the academic schedule is approved for each year by Academic Council.

14.2 The period of assignable work each contract year for Faculty Members whose usual and primary role is counseling and for Learning Assistant Specialists, will be 43 weeks of assignable work from July 1 to June 30 of each year.

14.3 Variations to the academic year will normally be made by mutual agreement between the Administrators and the Faculty Member involved.

- 14.4** For programs which operate beyond the dates described in Section 14.1 above, Administrators will have the flexibility to schedule "weeks of assignable work" outside the dates referred to in Section 14.1 above, in order to meet program requirements. This assignment should be made no later than the end of May prior to the commencement of the next academic year.

15 BENEFITS FOR FACULTY MEMBERS

15.1 CONTINUING FULL-TIME, CONTINUING PART-TIME AND PROBATIONARY EMPLOYEES

- 15.1.1** The Polytechnic will pay 100 percent of the Group Life Insurance (current maximum is \$300,000) Accidental Death and Dismemberment premiums and Extended Health Care premiums for Continuing Full-Time and Probationary Employees.
- 15.1.2** The Polytechnic will pay 80 percent of the Dental plan premiums for Continuing Full-Time and Probationary Employees.
- 15.1.3** The Polytechnic will pay a proportional percent of the premium costs contained in sub-sections 15.1.1 and 15.1.2 for Continuing Part-Time Employees. The Polytechnic proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 15.1.1 and 15.1.2.
- 15.1.4** Group Life/AD&D $100\% \times \text{percent instructional workload}$
- 15.1.5** Extended Health $100\% \times \text{percent instructional workload}$
- 15.1.6** Dental $80\% \times \text{percent instructional workload}$
- 15.1.7** Continuing Full-Time, Continuing Part-Time and Probationary Employees will pay 100 percent of the cost of Long-Term Disability premiums.
- 15.1.8** All benefit eligible continuing Employees will be eligible for an annual Flexible Spending Account (FSA).
- The annual FSA includes a health and/or wellness option. Effective July 1, 2025, the Polytechnic will allocate \$900 per academic year per Employee participating in the Plan. The FSA for Part-time Employees is \$450. There will be a one (1)-year carry forward of unused credits.

15.2 TERM CERTAIN EMPLOYEES – The Polytechnic shall pay the following portions of the premium costs of benefit plans applicable to Term Certain Employees hired for a term of six (6) months or more. Terms less than six (6) months will be paid an amount equal to the Employer's cost in lieu of benefits.

15.2.1 Group Life/AD&D 75%

15.2.2 Extended Health 75%

15.2.3 Dental 80%

15.3 The Polytechnic and all Continuing Full-Time, Continuing Part-Time and Probationary Employees shall participate in the Local Authorities Pension Plan or its equivalent.

15.4 Term Certain Employees hired for a term of two (2) years or more may opt to participate in the Local Authorities Pension Plan (LAPP). Eligibility and participation subject to LAPP regulations.

15.5 The Polytechnic will provide the Faculty Association with a copy of each insurance policy referred to in this section, as well as any amendments as they become effective.

15.6 Changes to coverage by either party must be mutually agreeable.

16 LEAVES FOR FACULTY MEMBERS

16.1 CASUAL SICK LEAVE

Casual sick leave covers absences from work, due to illness, of from one (1) to five (5) consecutive working days to a maximum of ten (10) working days at the beginning of each academic year.

16.2 GENERAL SICK LEAVE

The Polytechnic shall provide a Short-Term Disability plan covering short-term illness for all Probationary, Continuing Full-Time and Continuing Part-Time Employees. The Polytechnic will not alter the provisions of the plan without mutual agreement of both parties.

16.2.1 Normal salary will be paid for a maximum of 105 calendar days per year to Faculty Members who are unable to continue their duties because of illness.

16.2.2 Copy of the Short-Term Disability Plan (available via intranet) shall be made available to all Faculty Members.

16.2.3 The Polytechnic shall contract for a Long-Term Disability plan as administered by the insurance carrier that provide benefits after the short-term sick leave, under the Short-Term Disability Plan is exhausted.

16.2.4 If so required by the Human Resources office, a Faculty Member shall present a certificate from a qualified medical practitioner when they are absent on account of illness for a period of five (5) or more consecutive working days.

16.3 UNASSISTED LEAVES

16.3.1 A Continuing Full-Time or Continuing Part Time Employee may be granted leave of absence without pay for up to two (2) years to take educational training or for personal reasons as may be agreed to in writing by the Continuing Full-Time and Continuing Part-Time Employees and the Senior Academic Officer, subject to the terms of this Section.

16.3.2 On return from an approved leave of absence without pay, a Continuing Full-Time or Continuing Part-Time Employee will be placed in a comparable Position to that held prior to the leave and at a salary based on the grid placement attained at the time the leave of absence commenced. This provision shall not impede the Polytechnic's ability to give notice under Article 6 "Termination or Redundancy of Faculty Member."

16.3.3 During the period of approved leave of absence without pay, a Continuing Full-Time or Continuing Part-Time Employee may, subject to the approval of the carrier(s), continue participation in the Polytechnic Group Life Insurance Plan, Extended Health Care Plan and Dental Plan, providing the member pays 100 percent of premium costs and has prepaid the appropriate funds to the Polytechnic in advance, on a monthly basis. The Employee must elect to continue participation in all of these plans, or none of them.

16.3.4 If at any time the Continuing Full-Time or Continuing Part-Time Employee has not placed sufficient funds with the Polytechnic to cover current premium costs, the plans will be terminated and reinstatement will not be possible until the Employee has returned to work.

16.3.5 No other benefits will be available to a Continuing Full-Time or Continuing Part-Time Employee during an approved leave of absence without pay.

16.3.6 An Employee on unassisted leave may resign their Position with the Polytechnic by providing a minimum of ninety (90) calendar days notice in writing prior to the end of the unassisted leave.

16.4 MATERNITY AND PARENTAL LEAVE

16.4.1 MATERNITY LEAVE

Subject to all the conditions of this Agreement, a Faculty Member shall be granted maternity leave without pay under the following conditions.

16.4.1.1 The leave period does not exceed sixteen (16) weeks.

16.4.1.2 The Faculty member has completed ninety (90) days of continuous service with the Polytechnic at the time they commence their leave.

16.4.2 A Faculty Member must apply for Maternity Leave:

16.4.2.1 No less than three (3) months before the expected date of delivery.

16.4.2.2 The leave may start anytime during the twelve (12) weeks immediately before the estimated delivery date.

16.4.2.3 The leave must include a mandatory six (6) weeks immediately following the date of delivery.

16.4.3 PARENTAL LEAVE

Subject to all considerations of this Agreement, Faculty Members are entitled to parental leave under the following conditions:

16.4.3.1 For Faculty Members who have taken Maternity Leave: Parental leave of up to sixty-two (62) consecutive weeks, beginning immediately after the maternity leave ends.

16.4.3.2 For Faculty members not eligible for Maternity Leave: Parental leave of up to sixty-two (62) consecutive weeks, to be taken within seventy-eight (78) weeks of the child's birth.

16.4.3.3 For adoptive parents: Parental leave of up to sixty-two (62) consecutive weeks, to be taken within seventy-eight (78) weeks after the child is placed with the adoptive parent.

16.4.4 RETURN TO DUTIES

A Faculty Member on maternity or parental leave shall provide the Administrator and/or designate at least three (3) months' notice of intention to return to Faculty duties; however, the Polytechnic is under no obligation to accept the return of the Faculty Member to Faculty duties except at the beginning of the instructional term next following the date of notice of intention to return.

16.5 PAY AND BENEFITS

- 16.5.1** Maternity and Parental Leave shall be without pay or cumulative sick leave allowances; however, Faculty Members may be eligible for benefits in accordance with the Polytechnic's Supplemental Employment Insurance Benefits (SEB) plan.
- 16.5.2** Maternity and Parental Leave periods will not be counted for the granting of increments; however, the term of the leave shall be considered in calculating seniority for the provisions of Article 6, "Termination of Redundancy of Faculty Member", and Article 17, "Faculty Professional Development".
- 16.5.3** A Faculty Member on maternity and parental leave who elects to continue coverage of the benefit plans set out in Article 15, "Benefits for Faculty Members", of this Agreement shall advise the Human Resources office of such an election and shall pay the polytechnic the full premium costs associated with maintaining such coverage.

16.6 PAID SPECIAL LEAVE

A Faculty Member shall be provided paid special leave in the following circumstances:

- 16.6.1** Where they are summoned or subpoenaed as a witness or as a defendant to appear in Court in their official capacity as an Employee to give evidence or produce Polytechnic records but any witness fees received by them shall be paid to the Polytechnic;
- 16.6.2** When a Faculty Member is subpoenaed as a witness in their private capacity, they shall be allowed leave with pay for such attendances, but any witness fees received by them shall be paid to the Polytechnic;
- 16.6.3** A Member shall be provided leave with pay when attending upon a Grievance Committee or Arbitration Board dealing with the terms of the Collective Agreement or alternatively, when attending as representative of the Grievor pursuant to the Collective Agreement at such Grievance or Arbitration;
- 16.6.4** The Vice President Academic, at their discretion, may grant a Faculty Member paid special leave in special circumstances.

16.7 PAID BEREAVEMENT LEAVE

Compassionate Leave will be granted to a Faculty Member for a period not to exceed four (4) days, plus necessary travelling time not to exceed one (1) day, in the event of the death of:

16.7.1 A spouse;

16.7.2 A parent, parent-in-law, grandparent or grandchildren;

16.7.3 A son, daughter, brother, sister or the husband or wife to any of them;

16.7.4 A step-family including step-grandparent and children.

The academic Employee's Administrator, together with the most senior Human Resources Administrator, shall determine leave with pay to be allowed in each case and may, depending on circumstances, authorize leave with pay exceeding that specified above.

16.8 GENERAL HOLIDAYS

The following holidays will be granted with pay when they fall within weeks of assignable work or vacation periods: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

16.9 Faculty Members can arrange for time off as needed during the assigned work period, in consultation with their Administrator subject to operational requirements. Time off during the assigned work period must be made up prior to the end of the Academic Year.

16.10 Faculty Members will be provided five (5) discretionary days. Three (3) will be at the discretion of the employer and two (2) will be reserved for use by the Faculty Member in consultation with their Administrator subject to operational requirements.

17 FACULTY PROFESSIONAL DEVELOPMENT

17.1 GENERAL PROVISIONS

17.1.1 ALLOCATION OF FUND

17.1.1.1 To Leaves and Special Projects: Each academic year, the Polytechnic shall make available a sum of money equal to 1.5 percent of the total academic salaries as determined by the previous June payroll applicable to Probationary and Continuing Full-time and Continuing Part-Time Faculty Members, which the FPDC shall apply to Sabbatical leaves, Professional Experience leaves and Special Professional Development projects. The FPDC may determine in advance for each academic year the amount to be allocated for each type of leave.

17.1.1.2 To Individual Accounts: In addition to the allocation for leaves and special projects as specified in Section 17.1.1.1, each academic year the Polytechnic shall make available a sum of money equal to 1.0 percent of the total academic salaries, as determined by the previous June payroll applicable to Probationary and Continuing Full-Time and Continuing Part-Time Faculty members, which the FPDC will apply to individual professional development.

17.1.2 REALLOCATION OF UNUSED FUNDS

17.1.2.1 By the end of May, all unused funds from 17.1.1.1 Leaves and Special Projects and 17.1.1.2 Individual Accounts shall be returned to a special account to be reallocated by the FPDC in the next academic year. These funds shall be in addition to funds allocated by the Polytechnic to the new academic year.

Funds will be redistributed in this order of priority:

17.1.2.1.1 First: up to \$50,000 out of the previous year's unused funds will be allocated to professional development for Sessional and Term Certain Faculty Members; [Section 17.8].

17.1.2.1.2 Second: to support previous commitments for Sabbatical Leaves [Section 17.3]; Professional Experience Leaves [Section 17.4]; and Special Professional Development Projects [Section 17.5 and 17.6].

17.1.2.1.3 Third: to extend Individual Professional Development Accounts [Section 17.7].

17.1.3 ONGOING DEVELOPMENT

17.1.3.1 Each Faculty Member is expected to keep current and develop in their discipline and teaching practice through professional readings, industry contacts, professional associations and other forms of information exchanges. As well, each Faculty Member is encouraged to make use of ongoing professional development opportunities as outlined in this Collective Agreement.

17.1.4 CRITERIAL FOR APPROVAL

17.1.4.1 Professional Development Application will be considered in light of its merit, alignment to strategic planning priorities and individual Faculty Member's development goals and be included in the Faculty Member's Professional Development Plan for the academic year.

17.1.4.2 Professional development activities pursued through the Faculty Professional Development Committee (hereafter called FPDC) shall be mutually agreed upon by the Faculty Member and their Administrator. Should the Administrator choose not to approve an application to the FPDC for professional development funds, the Faculty Member may appeal to the FPDC under the terms outlined in the Faculty Professional Development Handbook.

17.2 THE FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE (FPDC)

17.2.1 MANDATE

17.2.1.1 The FPDC shall accept applications for the professional development categories outlined in Sections 17.4, 17.5, 17.6, 17.7 and 17.8.

17.2.1.2 The FPDC will develop its own procedures and make them available to all Faculty Members in a Faculty Professional Development Handbook.

17.2.1.3 Where there is a conflict between the Collective Agreement and FPDC procedures and guidelines, the Collective Agreement shall govern.

17.2.2 MEMBERSHIP IN THE FPDC SHALL BE AS FOLLOWS

- 17.2.2.1** Three (3) Faculty Members normally chosen from the ranks of Continuing Full-Time Academic Staff, appointed by the Faculty Association.
- 17.2.2.2** Three (3) Administrators appointed by the Polytechnic President or designate.
- 17.2.2.3** The Chair shall be one (1) of the three (3) Administrators. In the event of a tied vote, the Chair shall have a second deciding vote.

17.3 SABBATICAL LEAVE

- 17.3.1 Definition:** Approved absence from regular duties to pursue further education and to undertake significant extended professional development initiatives. The purpose of sabbatical leave is to foster professional development for Faculty Members through long-term projects, ones which offer significant benefit to the Polytechnic.
- 17.3.2 Eligibility:** Continuing Full-Time or Continuing Part-Time Faculty Members will become eligible to apply for leave after three (3) full years or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence. Sabbatical leaves are granted on a competitive basis.
- 17.3.3 Length:** Leaves may be for either six (6) months or twelve (12) months beginning either July 1 or January 1.
- 17.3.4 Application:** Application for leave for the following academic year must be made to the Chair of the FPDC by October 15 or March 15.
- 17.3.5 Remuneration:** Remuneration for leave shall be 80 per cent of current salary plus 80 per cent of tuition and books. While on Sabbatical Leave, a Faculty Member is eligible for individual PD funding, equivalent to the same level they would have been eligible for if not on sabbatical.
 - 17.3.5.1** Calculation for leave will be based on the salary rate grid in effect at the time leave is taken.
 - 17.3.5.2** Faculty Members on Sabbatical Leave will be eligible for an increment in the usual manner.
 - 17.3.5.3** The salary cost (not including benefits) paid to the Faculty Member on leave will be charged against the Sabbatical Leave Fund.

17.3.6 Benefits: Both the Polytechnic and the Faculty Member will continue to pay for their portions of benefits as outlined in Article 15.

17.3.7 Obligations during Sabbatical

- 17.3.7.1** Faculty Members who are granted sabbatical leaves are required to create a work plan and at the sabbatical midpoint, provide a Sabbatical report outlining progress of work.
- 17.3.7.2** Where appropriate and mutually agreeable, in consultation with the Dean or designee, Faculty Members who are granted Sabbatical Leave may be required to participate in Institutional/Discipline Service activities as outlined in the Instructor Role Description.
- 17.3.7.3** If a Faculty Member does not make satisfactory progress towards achieving the work plan for which they received an approved sabbatical, they shall refund to the Polytechnic an amount equal to the salary received plus the employer-paid benefit costs paid for the portion of the leave for which progress has not been achieved as outlined in the work plan.

17.3.8 Obligations after Sabbatical

- 17.3.8.1** Faculty Members who are granted sabbatical leaves are required to render service to the Polytechnic upon return from leave, for a period equal to four (4) times the period of the leave. A Member who has been on Sabbatical Leave shall return to the Polytechnic and complete an assigned workload equivalent to that which they would have been assigned if not on sabbatical.
- 17.3.8.2** Except in instances of redundancy or dismissal, if the Faculty Member is unable to render the required amount of service, they shall refund to the Polytechnic an amount equal to the salary received for the portion of leave for which return service was not rendered plus the employer-paid benefit cost paid for the portion of the leave for which return service was not rendered.
- 17.3.8.3** Return service obligations will be suspended during a period of disability and waived for another leave after obliged service is completed.

17.3.9 Additional Leave: After returning to the Polytechnic from leave, a Faculty Member may apply for another leave after obliged service is completed.

17.4 PROFESSIONAL EXPERIENCE LEAVE

17.4.1 Definition: Approved full- or part-time absence from regular duties to work and/or conduct research in business and industry or other relevant organizations.

17.4.2 Eligibility: Continuing Full-Time or Continuing Part-Time Faculty Members will become eligible to apply for leave after three (3) full years or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence.

17.4.3 Length: Leaves may be for either six (6) or twelve (12) months July 1 or January 1.

17.4.4 Application: Application for leave must be made to the Chair of the FPDC and received on or before the deadlines specified in the Faculty Professional Development Handbook.

17.4.5 Remuneration

17.4.5.1 All external income earned while on professional leave will be paid directly to the Polytechnic and the Faculty Member will continue on the Polytechnic payroll.

17.4.5.2 Where income from the Faculty Member's external employment is less than 20 percent of Polytechnic salary: The Faculty Member will be paid 80 percent of their regular Polytechnic salary through the FPDC plus the amount paid to the Polytechnic by the external employer.

17.4.5.3 Where income from the Faculty Member's external employment is between 20 percent and 100 percent of Polytechnic salary: The Faculty Member will be paid 100 percent of regular Polytechnic salary, with the FPDC making up the difference between the amount paid by the external employer and the normal Polytechnic salary.

17.4.5.4 Where the income to the Polytechnic from the Faculty Member's outside employment exceeds the Faculty Member's Polytechnic salary:

Faculty Members will be paid their regular Polytechnic salary. The difference between the amount paid by the external employer and the amount of the Member's Polytechnic salary, will be paid to the Faculty Member at the end of the approved leave and the FPDC will not contribute any funds to the Faculty Member's salary.

17.4.5.5 Faculty on Professional Experience Leave will be eligible for an increment in the usual manner.**17.4.6 Benefits:** The Faculty Member will continue to receive their benefit package. Both the Polytechnic and the Faculty Member will continue to pay the full amount of their portions of benefits as outlined in Article 15.**17.4.7** Obligations after Professional Experience Leave**17.4.7.1** Faculty Members who are granted professional experience leaves are obliged to render service to the Polytechnic, upon return from leave, for a period of four (4) times the period of the leave multiplied by the percentage of annual salary paid by the FPDC.**17.4.7.2** Except in instances of redundancy or dismissal, if the Faculty Member leaves of their own accord without rendering the required amount of costs paid for the portion of the leave for which return service was not rendered, they shall refund to the Polytechnic an amount equal to the salary received from the FPDC for the portion of leave for which return service was not rendered plus the employer-paid benefit.**17.4.8 Additional Leave:** After returning to the Polytechnic from leave, a Faculty Member may apply for another leave after obliged service is completed.**17.5 LONG-TERM ONGOING SPECIAL PROJECTS****17.5.1 Definition:** Unique projects where the Faculty Member is not seeking leave, the individual professional development category does not apply or is insufficient and where the project covers more than one (1) academic year.

17.5.2 Eligibility: Continuing Full-Time or Continuing Part-Time Faculty Members. Projects must be consistent with the Professional Development Plan of the Faculty Member and must also provide a significant benefit to the Polytechnic.

17.5.3 Application: Application for long-term Special Projects must be made to the Chair of the FPDC by the dates specified in the Faculty Professional Development Handbook.

17.5.4 Obligations after completing on-going special projects

17.5.4.1 Faculty Members who are granted long-term special projects funding are obliged to render service to the Polytechnic, upon completion of the project, until the salary earned after completion equals four (4) times the amount received through FPDC funding.

17.5.4.2 Return service obligations will be suspended during a period of disability and waived entirely should the Employee not be able to return to work.

17.6 SHORT-TERM SPECIAL PROJECTS/ACTIVITIES

17.6.1 Definition: Unique projects where the Faculty Member is not seeking leave, the individual professional development category does not apply or is insufficient and where the project/activity covers less than one (1) academic year.

17.6.2 Eligibility: Continuing Full-Time or Continuing Part-Time Faculty Members. Projects must be consistent with the professional development plan of the Faculty Member and must also provide a significant benefit to the Polytechnic.

17.6.3 Application: Application for short-term Special Projects must be made to the Chair of the FPDC by the dates specified in the Faculty Professional Handbook for approval at FPDC meetings.

17.6.4 Obligations after completing short-term special projects

17.6.4.1 Faculty Members who are granted short-term Special Projects funding are obliged to render service to the Polytechnic, upon completion of the project/activity, until the salary earned after completion equals two (2) times the amount received through FPDC funding.

17.6.4.2 Return service obligations will be suspended during a period of disability and waived entirely should the Employee not be able to return to work.

17.7 INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS

17.7.1 Definition: Dedicated amounts set aside yearly to assist individuals in pursuing professional growth opportunities.

17.7.2 Dedicated amounts set aside yearly to enable Faculty to pursue individual or professional growth opportunities identified by the Faculty Member to enhance their ability to perform within the Polytechnic environment.

17.7.3 Eligibility: Probationary, Continuing Full-Time and Continuing Part-Time Faculty Members. Applicants may apply to use individual professional development funds to pursue individual development opportunities and to top up funding from other categories, subject to Canada Revenue Agency guidelines. Faculty may apply to purchase hardware or software subject to FPDC guidelines. These purchases will be a taxable benefit. Any taxable portion will be the responsibility of the Faculty Member.

17.8 PROFESSIONAL DEVELOPMENT FUNDING FOR SESSIONAL AND TERM CERTAIN FACULTY

17.8.1 Definition: Amounts reallocated from unused funds of previous years to assist Sessional and Term Certain Faculty Members in pursuing professional growth opportunities.

17.8.2 Allocation: The FPDC shall set the maximum allowed per Sessional Faculty Member at the initial meeting of the academic year. Term Certain Faculty shall be eligible for a period of funds not to exceed \$2,400 over three (3) years.

17.8.3 Eligibility: Sessional and Term Certain Faculty Members. Faculty may apply to purchase hardware or software subject to FPDC guidelines. These purchases will be a taxable benefit. Any taxable portion will be the responsibility of the Faculty Member.

17.9 INSTRUCTOR CERTIFICATION PROGRAM (ICP)**17.9.1 ELIGIBILITY**

17.9.1.1 All incoming Probationary, Continuing Part-Time and Continuing Full-Time Faculty Members must complete the requirements of the ICP within five (5) years from the date of employment.

17.9.1.2 Individual ICP courses are open to Sessional and Term Certain Faculty members if space is available.

17.9.2 Delivery: The ICP will be directed by the FPDC and administered by the Centre for Teaching, Learning and Innovation.

17.9.3 Program Specifics: The general requirements, administration procedures and contents for the ICP are outlined in Appendix A of this Collective Agreement.

17.10 OTHER PROFESSIONAL DEVELOPMENT OPPORTUNITIES

17.10.1 Internal Workshops, Sessions, Presentations and Seminars:

Professional Development workshops, sessions, presentations, seminars and courses coordinated by the Centre for Teaching, Learning and Innovation shall be open to all Faculty Members.

17.10.2 Entitlement to Polytechnic Courses: Probationary, Continuing Full-Time and Continuing Part-Time Faculty Members who wish to participate in credit courses offered by the Polytechnic shall be allowed to do so without charge in accordance with the following provisions:

17.10.2.1 Courses accessible to Faculty Members shall include any credit courses.

17.10.2.2 Courses selected by the Faculty Member must have space available. The course offering must be viable without the presence of the Faculty Member(s) and the inclusion of the Faculty Member(s) must not bring enrolments over the stated quota for the course.

17.10.2.3 A course designed for and purchased by a specific outside organization will be excluded.

18 EARLY RETIREMENT INCENTIVE

The Board shall not implement an Early Retirement Incentive Plan in any form for Faculty Members without mutual agreement by the parties.

19 TEMPORARY ADMINISTRATIVE APPOINTMENTS

An Academic Member may by mutual agreement between the Faculty Member and the Senior Academic Officer, be appointed to an administrative Position on a temporary or acting basis. A Faculty Member accepting such an appointment will:

19.1 Not have membership in the LPFA or pay association dues during the course of their acting employment;

19.2 Concur that the duration of a temporary appointment may be up to two (2) appointments of two (2) years, with a one (1)-year extension in the case of extenuating circumstances; and

19.3 At the expiration of the acting appointment [normally, after two (2) years] be re-designated as a Faculty Member with the same entitlements, rights and privileges which would have accrued had the Member not been absent.

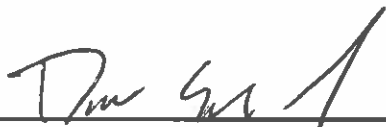
20 MODIFICATION OF AGREEMENT

This Agreement shall take effect July 1, 2024, remain in full force and effect until June 30, 2028 and thereafter until a new Agreement has been reached between the parties.

Either party may give the other party notice in writing of its intention to commence bargaining with a view of amending the Agreement, not less than sixty (60) or more than one hundred and twenty (120) calendar days prior to the end of the contract. Such notice shall be in accordance with the provisions of applicable Provincial Statutes.

ASSENTED TO this 2 day of April A.D. 2025

Lethbridge Polytechnic Faculty
Association



David English, President

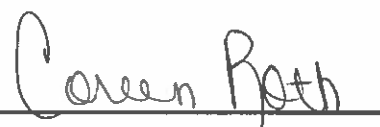
The Board of Governors of
Lethbridge Polytechnic

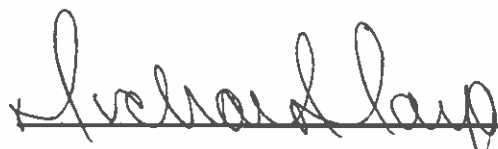


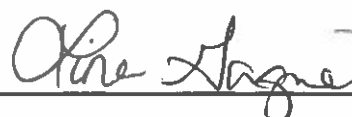
Board Chair

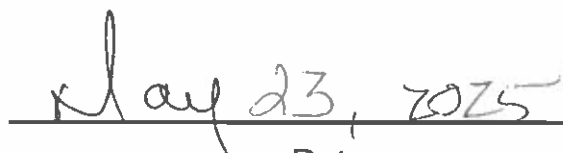
Kerry Edwards, VP Negotiations and
Welfare

President and CEO

Negotiations Committee Member

Chair, Negotiations

Mike Mayo, Witness

Witness

Date

Date

21 APPENDIX “A” INSTRUCTOR CERTIFICATION PROGRAM

A.1 Requirements and Administration

- A.1.1** Probationary, Continuing Full-Time and Continuing Part-Time Faculty Members commencing employment are required to complete the Instructor Certification Program (ICP) as prescribed within five (5) years from the date of employment.
- A.1.2** Prior Learning Credit (PLC) may be granted in view of previous training or experience. Instructors must complete the PLC process for each course.
- A.1.3** A minimum of six (6) credits will be offered each year.
- A.1.4** Courses offered by any accredited institution may be deemed as suitable alternatives to courses described in this program.
- A.1.5** All Faculty Members required to complete the program must complete a minimum of three (3) credits each year with the exception of their first year of employment at the Polytechnic.
- A.1.6** Progress will be reviewed and noted annually as of June 30 each year.
- A.1.6.1** All Faculty Members who do not complete the program within the time frame outlined in Section A.1.1 or who do not progress at the minimum rate described in sub-section A.1.5 shall have their salary frozen.
- A.1.6.2** When progress has caught up to the minimum required, the restrictions referred to in Section A.1.6 shall be withdrawn and normal salary progression shall be resumed.
- A.1.6.3** Failure to comply in a timely manner may result in termination.
- A.1.7** When progress in completing the program is interrupted by Article 16.2 General Sick Leave or Article 16.3 Unassisted Leave, the prescribed progress will be suspended until the Faculty Member returns to work.

- A.2** The **INSTRUCTOR CERTIFICATION PROGRAM** consists of eighteen (18) credits addressing relevant topics in teaching and learning. Individual courses focus on providing Faculty with the resources and knowledge to develop a learner-centered evidence-based, reflective practice to ensure high quality learning opportunities for students. Any modifications to course description will be done on a consultative basis through the FPD Committee. More details on the Program are available through the Centre for Teaching, Learning and Innovation.

22 APPENDIX “B” FACULTY SALARY GRIDS

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

12.1.2 The following are annual salary grids including vacation pay effective July 1, 2024 – June 30, 2025: 3% added to the grid:

July 1, 2024					
Level	B	C	D	E	G
3	65,141	68,796	74,015	79,589	86,014
4	67,891	71,599	76,908	82,531	88,957
5	70,640	74,401	79,796	85,471	91,892
6	73,388	77,204	82,685	88,412	94,829
7	76,137	80,006	85,579	91,351	97,767
8	78,884	82,807	88,466	94,291	100,705
9	81,633	85,611	91,359	97,230	103,643
10	84,380	88,413	94,247	100,172	106,584
11	87,129	91,214	97,137	103,110	109,522
12	89,876	94,017	100,029	106,053	112,458
13	92,621	96,819	102,921	108,995	115,395
14	95,368	99,621	105,813	111,940	118,332

12.1.3 The following are annual salary grids including vacation pay effective July 1, 2025 – June 30, 2026: 3% added to the grid:

July 1, 2025					
Level	B	C	D	E	G
3	67,095	70,860	76,235	81,977	88,594
4	69,928	73,747	79,215	85,007	91,626
5	72,759	76,633	82,190	88,035	94,649
6	75,590	79,520	85,166	91,064	97,674
7	78,421	82,406	88,146	94,092	100,700
8	81,251	85,291	91,120	97,120	103,726
9	84,082	88,179	94,100	100,147	106,752
10	86,911	91,065	97,074	103,177	109,782
11	89,743	93,950	100,051	106,203	112,808
12	92,572	96,838	103,030	109,235	115,832
13	95,400	99,724	106,009	112,265	118,857
14	98,229	102,610	108,987	115,298	121,882

12.1.4 The following are annual salary grids including vacation pay effective July 1, 2026 – June 30, 2027: 3% added to the grid:

July 1, 2026					
Level	B	C	D	E	G
3	69,108	72,986	78,522	84,436	91,252
4	72,026	75,959	81,591	87,557	94,375
5	74,942	78,932	84,656	90,676	97,488
6	77,858	81,906	87,721	93,796	100,604
7	80,774	84,878	90,790	96,915	103,721
8	83,689	87,850	93,854	100,034	106,838
9	86,604	90,824	96,923	103,151	109,955
10	89,518	93,797	99,986	106,272	113,075
11	92,435	96,769	103,053	109,389	116,192
12	95,349	99,743	106,121	112,512	119,307
13	98,262	102,716	109,189	115,633	122,423
14	101,176	105,688	112,257	118,757	125,538

12.1.5 The following are annual salary grids including vacation pay effective July 1, 2027 – June 30, 2028: 3% added to the grid:

July 1, 2027					
Level	B	C	D	E	G
3	71,181	75,176	80,878	86,969	93,990
4	74,187	78,238	84,039	90,184	97,206
5	77,190	81,300	87,196	93,396	100,413
6	80,194	84,363	90,353	96,610	103,622
7	83,197	87,424	93,514	99,822	106,833
8	86,200	90,486	96,670	103,035	110,043
9	89,202	93,549	99,831	106,246	113,254
10	92,204	96,611	102,986	109,460	116,467
11	95,208	99,672	106,145	112,671	119,678
12	98,209	102,735	109,305	115,887	122,886
13	101,210	105,797	112,465	119,102	126,096
14	104,211	108,859	115,625	122,320	129,304

12.2 SALARY GRIDS: SESSIONAL EMPLOYEES

12.2.1 The following is the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2024 – June 30, 2025: 3% added to the grid:

July 1, 2024 - Sessional Grid		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,240	1,482
2	After 3 terms	1,302	1,545
3	After 6 terms	1,366	1,614
4	After 9 terms	1,430	1,683
5	After 12 terms	1,498	1,752
6	After 15 terms	1,560	1,821

12.2.2 The following is the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2025 – June 30, 2026: 3% added to the grid:

July 1, 2025 - Sessional Grid		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,277	1,526
2	After 3 terms	1,341	1,591
3	After 6 terms	1,407	1,662
4	After 9 terms	1,473	1,733
5	After 12 terms	1,543	1,805
6	After 15 terms	1,607	1,876

12.2.3 The following is the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2026 – June 30, 2027: 3% added to the grid:

July 1, 2026 - Sessional Grid		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,315	1,572
2	After 3 terms	1,381	1,639
3	After 6 terms	1,449	1,712
4	After 9 terms	1,517	1,785
5	After 12 terms	1,589	1,859
6	After 15 terms	1,655	1,932

12.2.4 The following is the grid for Sessional Faculty inclusive of holiday pay effective July 1, 2027 – June 30, 2028: 3% added to the grid:

July 1, 2027 - Sessional Grid		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,354	1,619
2	After 3 terms	1,422	1,688
3	After 6 terms	1,492	1,763
4	After 9 terms	1,563	1,839
5	After 12 terms	1,637	1,915
6	After 15 terms	1,705	1,990

LETTER OF UNDERSTANDING

Between

Lethbridge Polytechnic Faculty Association

And

The Board of Governors of Lethbridge Polytechnic

1. The Distance Learning Compensation Model (DLCM) applies only to instructors who are designated, that is who are members of the Lethbridge Polytechnic Faculty Association (LPFA).
2. Distance learning refers to the delivery of learning that is facilitated remotely.
3. The use of the DLCM will remain in effect for the life of the Agreement, unless otherwise negotiated as per Article 2.1.
4. The DLCM applies to instructors whose primary position is the delivery of distance learning and is applied in situations where full-time and part-time continuing, as well as term certain instructors teach above their normal workload.
5. An annual allowance for faculty whose primary position is Distance Learning and who are not provided any technology or equipment shall receive \$150 each contracted term for technology and incidentals.

6. Compensation

- 6.1 The following are annual salary grids effective July 1, 2024 to June 30, 2025: 3% added to base rate and per student rate.
 - 6.1.1 A Base Rate of \$476 per course is paid for each active course section with a credit value of 3 and 6;
 - 6.1.2 A Base Rate of \$355 per course is paid for each active course section with a credit value of 0.75 and 1.5; and
 - 6.1.3 A per student amount based on the Instructor's academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop date.
 - 6.1.4 Not less than one-week notice of course cancellation will be provided. If not provided, the polytechnic will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

Distance Learning Compensation Model Paid per Registered Student July 1, 2024 – June 30, 2025			
Course Credits	Instructor's Academic Training		
	< 4 years	4 years	6 years
.75	\$101	\$126	\$143
1.5	\$121	\$146	\$166
3	\$137	\$168	\$190
6	\$194	\$233	\$263

Instructors will be paid according to the following pattern:

# of Students	Base Rates	Per Student Rates
1 – 14	1	N – 1
15 – 28	2	N – 2
29 – 42	3	N – 3

Where N equals the number of registered students at the end of Extended Drop date.

6.2 The following are annual salary grids effective July 1, 2025 to June 30, 2026:
3% added to base rate and per student rate.

- 6.2.1** A base rate of \$490 per course is paid for each active course section with a credit value of 3 and 6;
- 6.2.2** A base rate of \$366 per course is paid for each active course section with a credit value of 0.75 and 1.5; and
- 6.2.3** A per student amount based on the Instructor's academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop date.
- 6.2.4** Not less than one-week notice of course cancellation will be provided. If not provided, the polytechnic will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

Distance Learning Compensation Model Paid per Registered Student July 1, 2025 – June 30, 2026			
Course Credits	Instructor's Academic Training		
	< 4 years	4 years	6 years
.75	\$104	\$130	\$147
1.5	\$125	\$150	\$171
3	\$141	\$173	\$196
6	\$200	\$240	\$271

Instructors will be paid according to the following pattern:

# of Students	Base Rates	Per Student Rates
1 – 14	1	N – 1
15 – 28	2	N – 2
29 – 42	3	N – 3

Where N equals the number of registered students at the end of Extended Drop date.

- 6.2.5** The following are annual salary grids effective July 1, 2026 to June 30, 2027: 3% added to base rate and per student rate.
- 6.2.6** A Base Rate of \$505 per course is paid for each active course section with a credit value of 3 and 6;
- 6.2.7** A Base Rate of \$377 per course is paid for each active course section with a credit value of 0.75 and 1.5; and
- 6.2.8** A per student amount based on the Instructor's academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop date.
- 6.2.9** Not less than one-week notice of course cancellation will be provided. If not provided, the polytechnic will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

Distance Learning Compensation Model Paid per Registered Student July 1, 2026 – June 30, 2027			
Course Credits	Instructor's Academic Training		
	< 4 years	4 years	6 years
.75	\$107	\$134	\$151
1.5	\$129	\$155	\$176
3	\$145	\$178	\$202
6	\$206	\$247	\$279

Instructors will be paid according to the following pattern:

# of Students	Base Rates	Per Student Rates
1 – 14	1	N – 1
15 – 28	2	N – 2
29 – 42	3	N – 3

Where N equals the number of registered students at the end of Extended Drop date.

6.3 The following are annual salary grids effective July 1, 2027 to June 30, 2028: 3% added to base rate and per student rate.

6.3.1 A Base Rate of \$520 per course is paid for each active course section with a credit value of 3 and 6;

6.3.2 A Base Rate of \$388 per course is paid for each active course section with a credit value of 0.75 and 1.5; and

6.3.3 A per student amount based on the Instructor's academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop Date.

6.3.4 Not less than one-week notice of course cancellation will be provided. If not provided, the polytechnic will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

Distance Learning Compensation Model Paid per Registered Student July 1, 2027 – June 30, 2028			
Course Credits	Instructor's Academic Training		
	< 4 years	4 years	6 years
.75	\$110	\$138	\$156
1.5	\$133	\$160	\$181
3	\$149	\$183	\$208
6	\$212	\$254	\$287

Instructors will be paid according to the following pattern:

# of Students	Base Rates	Per Student Rates
1 – 14	1	N – 1
15 – 28	2	N – 2
29 – 42	3	N – 3

Where N equals the number of registered students at the end of Extended Drop date.

Letter of Understanding
Between
Lethbridge Polytechnic Faculty Association
And
The Board of Governors of Lethbridge Polytechnic

Reference **Workload Model**

1. This Letter of Understanding recognizes Article 13 and acts as a supplement only.
2. This Letter of Understanding remains in effect unless otherwise negotiated.
3. Where both parties wish to recognize the full scope of work Faculty are expected to perform, the following modifications to Article 13 of the Collective Agreement will reflect the Instructor Role Description.
4. The effectiveness of the Workload Model as outlined in this Letter of Understanding will be reviewed at the end of each academic year. Should either party decide to rescind this Letter of Understanding, ninety (90) days written notice of such intent is required.
5. The following will be added to **Article 13.4**:

Over- or Under-loads based on class size will be recognized based on the following:

- i. **13.4.1** Theory classes will be compared to the agreed standard.
 1. The standard range for theory classes will be 16 to 34 students. There will be no adjustment for classes that fall within this range.
 2. Class size will be determined using course capacity and will be updated on an annual basis.
 3. Where the course capacity falls outside the range determined above, an adjustment to workload will be applied based on the following:
 - a. A factor of .15 will be applied only to the number of students outside the range. Where class size is larger than the range, the Instructor's workload will be reduced by the resulting calculation. Where class size is smaller than the range, the Instructor's workload will be increased by the resulting calculation.

Examples:

For a class of 40 students based on 540 hours:

$$(40 - 34) \times .15 \times 15 = 13.50 \text{ hours}$$

(6 students difference) $\times$ (factor) $\times$ (number of weeks) = reduction in workload

For a class of six (6) students based on 576 hours:

$$(6 - 16) \times .15 \times 16 = - 24 \text{ hours}$$

(10 students difference) $\times$ (factor) $\times$ (number of weeks) = added workload

- ii. **13.4.2** Lab classes will be compared to the Polytechnic average lab size.
1. The standard range for lab size will be nine (9) to nineteen (19) students. There will be no adjustment for labs that fall within this range.
 2. Lab size will be determined using lab capacity and will be updated on an annual basis.
 3. Where the lab capacity falls outside the range determined above, an adjustment to workload will be applied based on the following:
 - a. A factor of .15 will be applied ONLY to students outside the range. Where lab size is larger than the range, the Instructor's workload will be reduced by the resulting calculation. Where lab size is smaller than the range, the Instructor's workload will be increased by the resulting calculation.

Examples:

For a lab of 24 students based on 576 hours:

$$(24 - 19) \times .15 \times 16 = 12 \text{ hours}$$

(5 students difference) $\times$ (factor) $\times$ (number of weeks) = reduction in workload

For a class of six (6) students based on 540 hours:

$$(6 - 9) \times .15 \times 15 = - 7.2 \text{ hours}$$

(3 students difference) $\times$ (factor) $\times$ (number of weeks) = added workload

- iii. **13.5.4** Overloads based on extraordinary assessment and evaluation requirements will be recognized based on the following criteria:

1. The Instructor and the Dean or designee must agree an extraordinary assessment requirement exists.
2. Where mutual agreement has been established, the Instructor will be credited with an additional 0.03 hours per week of workload.
3. There will be no adjustment to lab classes.

Example:

For a class of 24 students based on 576 hours

$$24 \times 0.03 \times 16 = 11.52$$

(24 students) $\times$ (factor) $\times$ (number of weeks) = reduction in workload

- 6.** In the event that a sessional employee is in an overload where student numbers are above the standard class size, the workload assignment will be reviewed using the workload model.

LETTER OF UNDERSTANDING

Between

Lethbridge Polytechnic Faculty Association

And

The Board of Governors of Lethbridge PolytechnicReference: **Mental Health Therapists/Counsellors**

1. This letter of understanding will remain in effect until June 30, 2027, to align with the current Post-Secondary Student Mental Health grant agreement.
2. Should either party decide to rescind this Letter of Understanding, ninety (90) days written notice of such intent is required.
3. Mental Health Therapists/Counsellors' assigned hours of work will be 35 hours per week over the contractual weeks of assignable time.
4. Mental Health Therapists/Counsellors' period of assignable work each contract year will be 47 weeks of assignable work from July 1 to June 30 each year. Assignable work each contract year will be 45 weeks beginning July 1, 2026.
5. The parties shall meet prior to the expiry of this Letter of Understanding to outline terms and conditions of employment for Mental Health Therapists/Counsellors effective July 1, 2027.
6. Nothing in this letter prejudices conversations held under point 5 of this letter regarding the future compensation of LPFA members in this group.

LETTER OF UNDERSTANDING

Between

Lethbridge Polytechnic Faculty Association

And

Lethbridge Polytechnic Board of Governors**Reciprocity Wage Adjustment**

1. Lethbridge Polytechnic agrees that if a member of the Alberta Colleges and Institutes Faculties Association ("ACIFA") bargains an agreement with its board of governors for the nominal term July 1, 2024 to June 30, 2028 that includes an increase to the annual salary grid as referred to in Article 12 of this Agreement, that Lethbridge Polytechnic shall replicate such increase to the annual salary grid contained in Article 12 of the collective agreement.
2. The Parties specifically agree that any ACIFA member that achieves greater benefits, targeted compensation adjustments, or market modifiers to specific wage scales or schedules only, shall not be replicated by Lethbridge Polytechnic.

This Letter of understanding is in effect for the term of this agreement only and will expire on the last day of this collective agreement June 30, 2028.