



FARDC/RED DEER COLLEGE COLLECTIVE AGREEMENT

July 1, 2016 – June 30, 2019
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AGREEMENT

THIS AGREEMENT MADE this 10th day of September 2019.

BETWEEN:

RED DEER COLLEGE

(hereinafter called "The College")

OF THE FIRST PART

AND:

THE FACULTY ASSOCIATION OF RED DEER COLLEGE

(hereinafter called "The Association")

OF THE SECOND PART

WHEREAS THE PARTIES HERETO are required by The Post Secondary Learning Act to enter into an agreement respecting terms and conditions of employment and other associated matters;


THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants and agreements hereinafter contained, including APPENDIX "A", APPENDIX "B", APPENDIX "C", APPENDIX "D", and Letters of Understanding, the parties covenant and agree together as follows:

Red Deer College



Mara-Lee Moroz
Chair, College Negotiating Team

Red Deer College Faculty Association



Ken Heather
President, FARDC
(Faculty Association Red Deer College)

DEFINITIONS

For the purpose of this Collective Agreement the following definitions shall apply:

Administration	Shall refer to members of the Senior Administration appointed by the College President.
Agreement	Shall refer to the Collective Agreement negotiated and agreed upon by the College and the Association.
Association	Shall mean the Faculty Association of Red Deer College or its designated representative(s).
Base Salary	Shall mean the individual Member's grid placement annual salary.
Benefits Advisory Committee	Shall be composed of the Director of Human Resources, the Administrative Officer – Benefits, two Members, and up to two representatives from each of the other employee groups in the College. Its mandate is to make recommendations regarding the features and costs of the benefits plan as established in Article 11.
Board	Shall refer either to the Board of Governors of Red Deer College or its designated representative(s).
College	Shall refer to the post-secondary learning organization known as Red Deer College.
Continuous Appointment Committee	Shall be composed of two Continuous Members designated by the Association Executive, the Chief Academic Officer and a School Leader appointed by the Chief Academic Officer.
Credit Course	Shall mean a course within a program, which is approved and funded as a credit program by Advanced Education.
Dismissal Hearing Committee	Shall be an <i>ad hoc</i> committee consisting of <ul style="list-style-type: none">• three Continuous Members appointed when needed by the President of the Association (or designate)• three members of Administration appointed when needed by the Chief Academic Officer• a non-voting Chair, who will be a Continuous Member determined as set out in Article 17.8.b
Executive	Shall mean the Executive Board of the Association as designated in the Association's By-Laws.
Faculty Professional Development Committee	Shall be composed of one Administrator, and normally six Continuous Members.
Faculty Performance Committee	Shall be composed of two Administrators, one of whom will be the Chief Academic Officer and up to six Continuous Members.

Faculty Scholarship Recognition Committee	Shall consist of five Members and two Administrators.
Faculty Workload Committee	Shall consist of two Continuous Members, the Director of Human Resources, one other Administrator, and may include one additional person who is neither an Administrator nor a Member and who is selected by unanimous agreement of the other four. In cases where this latter person is selected, he/she shall be a voting Chairperson.
Full Year Equivalency	Shall refer to <ul style="list-style-type: none"> • for instructors, the number of instructional hours which are equivalent to the normal annual workload for that Member's department, as defined in Article 8.2.2. • for non-instructors, the total number of hours involved in meeting the weekly workload norm (as defined in Article 8.3) over the course of a full year.
Gross salary	Shall consist of salary plus overload pay.
Instructional Hour	<p>Shall mean a period of approximately 60 minutes during which a Member instructs a scheduled class of students in a Credit Course. The actual length of an instructional hour varies depending on the type of class and on the day and time the class is scheduled. For example, fifty-minute periods equal one instructional hour; eighty minute periods equal one and one half instructional hours; two hour and fifty minute periods equal three instructional hours. For instruction that occurs outside a traditional classroom format, the Member and his/her School Leader will mutually agree upon a means of determining equivalent instructional hours.</p> <p>Practica, some labs, studio courses, seminars, courses where curriculum is provided, and distributed learning courses are exceptions and may result in differences shown on program workload norms. Differences may also be identified in consultation with the School Leader.</p>
Member	<p>Shall be a Member of the Association. Normally any person who instructs in a Program with a credential approved or granted by Advanced Education for which a transcript, official diploma, certificate, or degree is given by Red Deer College or by Apprenticeship & Industry Training is a Member. Librarians, Counselors and Learning Designers shall be included as Members. The College and Association will consult whenever there is a dispute regarding the status of a Member or proposed Member.</p> <p>The following are categories of Members:</p> <p><u>Conditional Continuous</u>: A Member possessing a contract subject to the qualifications in Article 6.8.</p> <p><u>Conditional Probationary</u>: A Probationary Member as defined under Article 6.1 who instructs in a credit program that, at the time of hiring, is not designated as a continuing program, has not received base funding by Advanced Education, or has low or declining enrolment.</p>

Continuous: A Member whose probationary period is completed and who is employed on a Continuous Appointment Contract or a Conditional Continuous or Continuous Part-Time Appointment Contract as specified in Articles 2 and 6.

Continuous Part-Time: A Continuous Member who is employed pursuant to the provisions of Article 19.

Full-Time: Full-Time Members include Probationary, Conditional Probationary, Continuous, Conditional Continuous, Sessional and Replacement Sessional Members.

Part-Time: Those Members employed in a specified term position but carrying less than a full workload.

Probationary: Those Members employed on a probationary contract as specified in Article 6.

Replacement Sessional: A Member with a full workload who is employed with a contract of four months or more and not exceeding two years, and whose responsibilities involve, at least in part, replacing a Continuous or Probationary Member who is on an approved leave from the College or who is temporarily undertaking other responsibilities in the College.

Sessional: A Member with a full workload who is employed with a contract of four months or more and not exceeding one year.

Term Certain: Part-Time, Sessional, and Replacement Sessional Members with a specified contract end date.

School Leader

For the purposes of this agreement shall include the Director of Student Services and Deans, and others appointed by the Chief Academic Officer to be responsible for management of a group of services designated as a division within the academic portfolio.

Years of Service

Shall be the accumulation of consecutive years of employment as a Full-Time Member (or Full-Year Equivalents for any part-time employment). Years of employment for Term-Certain Members will be considered consecutive if there is never more than a seven-month gap between contracts. Years of employment for Probationary/Continuous Members who cease their employment with the College will revert to zero and if these Members subsequently recommence employment with the College their years of service will begin to accumulate from that point forward. Time served before authorized leaves of absence shall be included. Also, the time served during any authorized leave of absence with pay (except for deferred salary leave) shall be included. The time served during any leave without pay shall not be included, except for up to ninety calendar days of the time spent on Maternity or Parental Leave, which shall be included.

ARTICLE 1 LENGTH OF AGREEMENT

- 1.1 This Agreement shall cover and be binding upon the College, the Association and all Members.
- 1.2 This agreement shall take effect on the first day of July 2016, and shall remain in force until the 30th day of June 2019, with the exception of those matters identified in the attached Letter(s) of Understanding.
- 1.3 This Agreement shall remain in full force and effect until such time as a new or re-negotiated Agreement is concluded, or until the Agreement expires in accordance with applicable provisions of the *Labour Relations Code*.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

- 2.1 The College, after consultation with the Association, may designate categories of employees, or individual employees as Members.
- 2.2 The College recognizes the Association as the exclusive bargaining agent for all Members. To that end, the College shall not request or require a Member to enter into an agreement, which derogates from the Member's rights under this Agreement. The College agrees to:
- acquaint all new Members with the fact that they are Members of a faculty association and that a Collective Agreement is in effect ;
 - provide these Members with a copy of the Agreement;
 - clarify for them the conditions of employment set out in the Agreement; and
 - apprise them that the Association's dues payment is a condition of their employment.
- 2.3 The appropriate fees of the Association shall be deducted from the pay of the Members and remitted to the Association.
- 2.4 A report with the name, position, and type of Contract of each newly hired Member shall be forwarded to the President of the Association or designate three times per academic year.
- 2.5 A list of all current Members shall be forwarded to the Association President each October by the Director of Human Resources or designate; this list will include the position and status of employment of each Member.

ARTICLE 3 EXEMPTION FROM FARDC MEMBERSHIP

Upon consultation with the FARDC President, the College need not designate as Members of FARDC, the Instructors in any new program funded by Advanced Education in cases where both of the following program criteria exist:

1. There are fewer than 10 FLE students registered in the program.
2. No Instructor spends more than 20 full or partial days in any one academic year involved in direct instruction of students.

Continued exemption from FARDC membership will be revisited annually by the College and FARDC.

ARTICLE 4 DUES, DEDUCTIONS AND ASSOCIATION BUSINESS

The College shall deduct from the gross earnings (exclusive of disability benefits) of each Member covered by this Collective Agreement monthly accounts equal to the monthly membership dues as advised by the Association.

The Association shall advise the College, in writing, thirty calendar days before changes are to take effect for the establishment of, or change in, membership dues structure and/or amounts.

The College shall not unreasonably withhold approval for leave(s) of absence or workload release for Members elected or appointed to perform Association business. Requests for such leaves shall be directed in writing to the School Leader in consultation with the Vice-President Academic or Director of Human Resources. The College's reply shall be given in writing.

Except as provided below, when the College grants a Member a workload release to undertake Association business, the Association shall reimburse the College for the full cost incurred by the College in replacing the Member with a Term-Certain Member. If this Term-Certain member's contract includes workload other than that created through the workload release, the President of the Association and the relevant School Leader will consult to determine a fair cost to be borne by the Association. For the purpose of this article the full cost of replacement is deemed to include salary (including vacation), benefits (as offered in Article 11) and professional development (as offered in Article 14).

When the College grants a Member workload release to serve as President of the Association, such workload release shall be half-time (.50 FTE), and the full cost of replacing the Member with a Term-Certain Member as defined above shall be shared equally between the College and the Association.

The College shall provide the Association, without charge, with an adequate and suitably serviced and maintained office space with access to Members for the purpose of conducting Association business.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.1 The Association recognizes that all functions, rights, powers and authority which the College has not specifically abridged, delegated or modified by this Agreement are retained by the College.

ARTICLE 6 PROBATION AND CONTINUOUS APPOINTMENT

6.1 Initial Appointment

Initial appointment of a Probationary Member or a Conditional Probationary Member shall normally be for a probationary period of three years, extending until June 30 or December 31 of the appointment, whichever date is closer to the anniversary of the date of hiring.

In the case of a Member who has previously been given Continuous Appointment at the College and, after leaving the employ of the College, has been rehired to a

Probationary Contract, this probationary period shall normally be from one to three years.

If a Sessional Member is offered a Probationary contract, one half of the Full-Year Equivalency spent in previous Sessional contracts shall be considered towards the probationary period up to a maximum of two years, provided that the Sessional contracts have been consecutive (i.e. never more than a seven-month gap between contracts) prior to the probationary appointment, are in the same area of instruction, and satisfactory evaluations have been completed.

If a Part-Time Member is offered a Probationary contract, one half of the Full-Year Equivalency spent in previous Part-Time contracts may be considered towards the probationary period up to a maximum of one year, provided that the Part-Time contracts have been consecutive (i.e. never more than a seven-month gap between contracts) prior to the Probationary appointment, are in the same area of instruction and satisfactory evaluations have been completed.

This initial Probationary appointment shall be by notice in writing and shall normally become effective one month prior to the commencement of instructional duties. Such notice shall specify the Step and Grade of the salary schedule upon which the Member shall be placed and the length of the probationary period.

It shall be the responsibility of a Member to supply an official transcript and/or other specified credentials in the manner and timeframe stipulated in the employment contract letter. Failure to do so may result in termination.

6.2 Termination During Probationary Contract

During the Member's employment on probation, his/her employment may be terminated at any time by the Dean or Director. This termination will be given in writing and will consist of three months notice plus payment for vacation days that have been accrued up to and including the notice period or else three months pay plus payment for vacation days accrued up to the date of the termination notice. The Association President shall be informed prior to termination of a Member by the School Leader or Director of Human Resources. The Probationary Member receiving such notice of termination of employment has no recourse to the Grievance Procedure outlined in the Agreement (Article 18).

For instances of dismissal with just cause of a Probationary Member, the provisions of Article 17.7 will apply.

6.3 Continuous Appointment Hearing

Normally, a Member on a Probationary contract will have his/her performance reviewed by a Continuous Appointment Committee in the last half of the Member's last year of probation. This Committee shall make a recommendation to the Chief Academic Officer regarding the Continuous Appointment of the Probationary Member. The Chief Academic Officer shall notify the Member in writing whether the Member shall or shall not be offered a Continuous Appointment Contract following the probationary period. This notice shall be given within ten working days of the Chief Academic Officer's receiving the Committee's recommendation. In the event that such notice is not given by that date, the Member shall be deemed to be employed on a Continuous Appointment Contract following the probationary period without loss of benefits or of advancement on the salary grid then existing.

6.4 Offer of Continuous Appointment

If a Member is offered Continuous Appointment, he/she will respond in writing to the Chief Academic Officer, within ten working days of receipt of the offer. In recognition of successful completion of Probation, and after the member accepts the offer, he/she will receive a one-time stipend of \$400.

6.5 No Offer of Continuous Appointment Due to Performance Related Reasons

If the Chief Academic Officer notifies the Member that he/she will not be offered a Continuous Appointment contract due to performance-related reasons, the Chief Academic Officer shall provide in writing these reasons. The Member may appeal this decision, in line with the process stipulated in Appendix A. The Member shall be entitled to one appeal hearing, without recourse to any further appeal. The appeal committee shall make a non-binding and non-grievable recommendation to the President. The President's decision is final, binding and non-grievable.

6.6 No Offer of Continuous Appointment Due to Non-Performance-Related Reasons

A Probationary Member may not be offered a Continuous Appointment solely because of decreased enrollment, discontinuation of a program or course, or insufficient demand in the Member's area of instructional or service competence. If so, he/she may be reviewed for another academic position within his/her area of competence. If such an appointment is made, one half of the time spent in the previous probationary period would count toward the new probationary period.

6.7 Pay/Notice Period for Probationary Members Denied Continuous Appointment

If a Probationary Member is denied a Continuous Appointment, he/she shall be given, in writing, three months notice plus payment for vacation days that have been accrued up to and including the notice period or else three months pay plus payment for vacation days accrued up to the date of the termination notice.

6.8 Offer of Conditional Continuous Appointment

An offer of conditional continuous appointment may be made to:

- (a) A Conditional Probationary Member who has successfully completed his/her Probationary period but whose program
 - has not yet been designated as a continuing program by the College or
 - has not received base funding by Advanced Education or
 - continues to have low or declining enrollment.

Once such a program is designated as a continuing program or once base funding is received from Advanced Education or once enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

- (b) A Probationary Member who has successfully completed his/her Probationary period but whose program is experiencing low or declining enrollment. Once enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

The provisions of Article 9, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

A Member holding Conditional Continuous Appointment shall be given, in writing, six months notice plus payment for vacation days that have been accrued up to and including the notice period or else six months pay plus payment for vacation days accrued up to the date of the termination notice if his/her employment is terminated.

ARTICLE 7 TERM CERTAIN APPOINTMENTS

(Part-Time, Sessional, or Replacement Sessional Members.)

It shall be the responsibility of a Member to supply an official transcript and/or other specified credentials in the manner and timeframe stipulated in the employment contract letter. Failure to do so may result in termination.

7.1 (a) Based on cumulative Full-Year equivalents, for the period July 1 – June 30 of each year, the College shall normally maintain a minimum ratio of 65:35 of Continuous, Conditional Continuous, Probationary, Conditional Probationary, Replacement Sessional, and Continuous Part-Time Members to Sessional and Part-Time Members and not to fall below 62:38

(b) The College will maintain a policy on the conversion of long standing Sessional positions. The College will consult with the Association before making any changes to this policy.

7.2 The Contracts for Sessional Members will include preparatory/follow-up time as specified below:

Contracts For Members Who Instruct In The Trades Area

Such Contracts will include a minimum of four weeks of non-teaching time for course preparation and other responsibilities. Normally, an Instructor entering his/her first Sessional Contract with the College will be required to take three of these weeks prior to the Instructor's first day of classes. In subsequent years, some of this three-week allotment may be deferred to elsewhere in the Contract period as long as the Instructor, the Chair, and the School Leader all agree.

Contracts For Members Who Instruct Outside The Trades Area

Such Contracts will provide for three weeks' preparation time prior to class start-up and one week following the last day of Final Exams. Only one three-week preparation time will be provided in a 12-month period. After an Instructor has taught one full academic year at the College, some of the three-week preparatory time may be deferred to the post-Final-Exam period as long as the Instructor, the Chair, and the School Leader all agree.

Contracts for Members Who are not Instructors

Such Contracts will include a minimum of four weeks for orientation to or preparation for normal work responsibilities and for other preparatory activities. Normally, a Member entering his/her first Sessional Contract with the College will be required to take three of these weeks prior to the first day of normal work responsibilities. In subsequent years, some of this three-week allotment may be deferred to elsewhere in the Contract period as long as the Member, the Chair, and the School Leader all agree.

A Sessional or Part-time Member who at the request of the Member's Chairperson or School Leader, is needed to perform course or student-related duties after the expiry of her/his contract or whose contract is not in effect shall be entitled to an honorarium to the amount of \$100 per exam to grade deferred final exams or supplemental final exams, and to reassess students' grades as the result of formal appeals of those grades after the end of their contract.

7.3 Where a Sessional or Replacement Sessional Member agrees to take on a full instructional workload in the Spring/Summer term, the Sessional or Replacement Sessional appointment shall be extended until the end of the teaching assignment. The Member will receive the same monthly salary, pro-rated for partial months, that he/she received during the preceding contract. If a Spring/Summer Term assignment is less than a full workload, a separate part-time contract will be offered.

7.4 A Sessional Member who is carrying a full-year equivalency in his/her current contract and has carried a full-year equivalency in each of the preceding two academic years will automatically be rehired for the upcoming academic year provided that:

- (a) the position remains,
- (b) his/her evaluations are satisfactory,
- (c) the qualifications and experience required in the position remain substantially the same, and
- (d) budget permits.

7.5 If the contract of a Sessional or Replacement Sessional Member is terminated, other than for just cause or unsatisfactory performance, the Member will be entitled to notice or pay in lieu of notice as follows:

- (a) Thirty calendar days if prior to contract start date
- (b) Ninety calendar days if after contract start date

ARTICLE 8 WORKLOAD

8.1 Definitions

Total Workload for Full-Time Instructors shall consist of assigned teaching responsibilities as well as other non-teaching responsibilities, within the expectations and requirements set in the Faculty Performance Policy.

Total Workload for Full-Time Counsellors and Librarians shall consist of appropriate responsibilities as assigned by their School Leader.

Total Workload for Part-Time Instructors shall consist of assigned teaching responsibilities.

Teaching responsibilities include all that is needed for an Instructor to prepare for and deliver course material, to assess students, and to assist students in their course-related learning both in class and out.

8.2 Total Workload for Instructors

8.2.1 Assigned Teaching Responsibilities for Full-Time Instructors

The School Leader, in consultation with the individual Member and his/her Chair, will assign instructional hours for the Member in line with

the relevant Program norms (see chart below). In the assignment of specific courses, the School Leader must ensure that, in any one academic year, the average number of instructional hours among all Full-Time Members in any one Program is not normally more than the norm specified for that Program and is never more than five hours beyond that norm.

No Member may be required to carry an instructional-hour load above the norm in consecutive years without his/her consent. Any Instructor's workload that is more than 15 hours above the norm will be treated as overload (see Article 8.2.5). In making decisions about the assignment of instructional hours across a Program, the School Leader must take into consideration all the following factors that collectively determine the full extent of a Member's instruction-related workload:

- (a) Program instructional-hour norm. This could be calculated over a two-year or three-year period, as indicated in the chart in Article 8.2.2.
- (b) Numbers of students in each course and student contact hours.
- (c) Nature and number of courses, subjects and sections.
- (d) Nature and number of necessary course preparations.
- (e) Availability of technical assistance, lab assistance and other resources.
- (f) Instructional modes, including extra-classroom contact with students.
- (g) Marking and assessing responsibilities.
- (h) Teaching related travel time.

8.2.1 (h) does not subsume or replace Article 8.2.6 which deals with compensation of instructors in recognition of teaching-related travel time.

The School Leader shall determine if any overload exists and shall determine the compensation in accordance with Article 8.2.5.

Individual workloads in the Trades and Technology Programs identified by the Apprenticeship and Industry Training Act shall be established to avoid having more than six and one-half (6.5) instructional hours in any one day. Where it is not possible to avoid such assignments with existing Members:

- (i) The School Leader shall first endeavor to obtain volunteers to perform any instructional assignment between 6-9 hours per day;
- (ii) Only when the above steps have been complied with, and have not succeeded, the School Leader may make such assignments on an equitable basis.

Members in the Trades & Technology Programs may be credited with workload in non-credit courses. The number of hours of non-credit courses to be taught will be determined by the School Leader in consultation with the Chairperson and the Member.

8.2.2 Annual Instructional Hour Norms for Probationary / Continuous Instructors

Actual Instructional hours may vary by + or - 15 hours, subject to the limitations in 8.2.1.

Program	Annual Average Instructional Hour Norm
Administrative Professional	450
Apprenticeship Training	720
Business Administration	382.5 per year averaged over 2 years
Career & Academic Preparation	480
Commerce	382.5 per year averaged over 2 years
Early Learning and Child Care	425
Educational Assistant	405
Electrical Engineering Technology	450
Humanities & Social Sciences	382.5 per year averaged over 2 or 3 years
Kinesiology	450
Legal Assistant	420
Medical Laboratory Assistant	450
Motion Picture Arts	450
Music	450
Nursing, BScN	500 – year 1 of the program 600 – years 2, 3 & 4 of the program
Occupational and Physical Therapist Assistant	450
Pharmacy Technician	450
Practical Nurse	500 – year 1 of the program 600 – year 2 of the program
Sciences	450
Social Work	425
Teacher Education	382.5 per year averaged over 2 years
Theatre and Entertainment Production	450
Theatre Performance and Creation	450
Transitional Vocational Program	710
Unit Clerk	600
Visual Art	450

8.2.3 Annual Instructional Hour Norms for Term Certain Instructors

Norms for Term Certain Members shall be the same as for Continuous Members in the same program with the following exceptions:

Program	Annual Average Instructional Hour Norm
Nursing, BScN	Clinical 930 Theory 425
Practical Nurse	Clinical 930 Theory 425

* Sessional faculty are often hired on ten month contracts and required to teach for three terms.

8.2.4 Non-teaching Responsibilities for Full-Time Instructors

Instructors are required and expected to engage in a variety of non-teaching activities that contribute towards their own ongoing professional development and towards the college community. These activities will occur over the academic year excluding approved vacation periods, and shall be determined in consultation with the member's Chair and the School Leader.

Members shall engage in relevant professional development activities (PD) that serve to strengthen pedagogic, academic, and professional currency and capability. Such activities shall be approved by their School Leader and may include discipline scholarship, scholarship of teaching, study, research, workshops, conferences, and other activities that may enhance professional or teaching capabilities.

In order to facilitate ongoing professional development, probationary and continuous instructors will normally receive time approval for four weeks of PD within each year. The School Leader, in collaboration with the Chair and the Instructor, will ensure that teaching assignments allow time for at least two months of professional development activities over a two year period.

Other responsibilities include but are not limited to the following:

- (a) Program and curriculum development
- (b) Student academic advice and course assistance
- (c) Department and divisional duties
- (d) Community and industry liaison
- (e) Government and inter-institutional liaison
- (f) Budget planning and spending accountability
- (g) Internal relations and College committees
- (h) Assisting in the evaluation of staff and programs
- (i) Assisting in the hiring of staff
- (j) Assisting in program and departmental workload scheduling
- (k) Peer mentoring activities.

In extraordinary situations, some of these duties may receive teaching workload recognition as approved by the School Leader.

Sessional and Replacement Sessional Members will have reduced expectations to engage in non-teaching responsibilities.

8.2.5 Overload Pay for Full-Time Instructors

In extraordinary circumstances, if a Full-Time Instructor agrees to instruct more than fifteen hours beyond the annual norm, he/she shall be given overload pay equal to 2/3 of his/her current grid salary and then prorated such that the number of instructional hours worked is factored against;

- 425 hours in all programs whose instructional-hour norm is 450 hours or less, **or**

- the instructional-hour norm in programs whose norm exceeds 450 hours.

8.2.6 Recognition of Teaching-Related Travel Time for Instructors

A Full-Time Member shall be compensated at a rate of \$300.00 per course for travel time for out of town teaching assignments (when the round trip mileage exceeds 40 km) to instruct part of or a complete course when at least 50% of the course is delivered outside the City of Red Deer.

8.3 Total Workload for Counsellors, Librarians and Learning Designers

The School Leader shall assign appropriate responsibilities to Counsellors, Librarians and Learning Designers. Their weekly workload norm shall be 37.5 hours, although Counsellors normally shall have no more than 25 student contact hours per week.

8.4 Recognition for Chairperson

Members designated as Chairpersons shall be given:

- a) a stipend to a maximum of \$2500.00 proportionate to the type and amount of workload and responsibility assigned.

They may also receive:

- b) a reduction in non-Chair-related responsibilities.

Workload reduction shall be approved by the School Leader, in consultation with the individual Chairperson.

Payments will be processed upon receipt of an authorizing memo signed by the appropriate Dean or Director which lists the individual Chairs and the amount of stipend to be paid. Payments will be processed in December and June of each year with an authorizing memo sent each time.

8.5 Faculty Workload Committee

This committee will meet as needed for the following purposes:

1. Proposing Instructional-Hour Norms for a New Program:
It shall make recommendations to the Negotiations Committees of the College and the Association regarding instructional-hour norms for new programs. The instructional-hour norm that it recommends for a new program will be utilized on an interim basis and only until the expiration of the Agreement then in effect.
2. Recommending Changes to Existing Instructional-Hour Norms:
If a School Leader or one or more Members seeks a change to the instructional-hour Norms listed in 8.2, the Committee shall solicit input from all affected parties and it may then make recommendations to the Negotiations Committees of the College and the Association regarding changes to existing instructional-hour norms as listed in Article 8.2.
3. Determining Instructional-Hour Equivalencies for Non-conventional teaching:
Where an Instructor and his/her School Leader cannot agree on the means of determining instructional-hour equivalencies for non-conventional delivery of

courses, the matter will be given to this committee for resolution. Its decision on this matter is not subject to grievance or appeal.

4. Resolving Disputes Involving Workload Assignments:

If one or more Members are dissatisfied with any aspect of their workload assignment and the matter cannot be resolved through discussion with the School Leader, he/she/they may appeal the assignment to the Workload Committee. Its decision on this matter is not subject to grievance or appeal.

The committee will establish its own Terms of Reference.

ARTICLE 9 REDUNDANCY AND REASSIGNMENT OF CONTINUOUS MEMBERS

The provisions of Article 9, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

9.1 Determination of Redundancy

- (a) A Continuous Member may be declared redundant for any one or more of the following reasons:
- decrease in enrollment in the Member's area of instruction or service;
 - discontinuation or cancellation of a course or program in the Member's area of instruction or service;
 - insufficient student demand in the Member's area of instruction or service;
- (b) A Continuous Member shall not be declared redundant if:
- there is workload which is then being supplied to the College by Conditional Continuous, Probationary, Conditional Probationary, Part-Time and/or Sessional Members in that instructional area; and
 - this workload constitutes a full normal workload (as defined in Article 8); and
 - the Continuous Member is qualified to teach all of the courses, which constitute this full workload.
- (c) If all three of the above conditions exist, the Member shall be assigned the full workload that is available.

In effect, this means that when the conditions in 9.1 (a) present themselves, the Dean or Director will consider the workload of Members in the instructional area or service under review, in the order outlined below, to determine whether a continuous member must be declared redundant:

1. Part-Time Faculty
2. Sessional Faculty (Replacement Sessional Faculty are excluded from consideration as by definition they are replacing continuous faculty members)
3. Conditional Probationary Faculty
4. Probationary Faculty
5. Conditional Continuous Faculty
6. Continuous Faculty

Should the Dean or Director be unable to accumulate a full normal workload from part-time, sessional, conditional probationary, probationary and conditional continuous faculty workloads, they may consider offering the

option of voluntary redundancy to continuous faculty within the expertise area of the department under review, according to the termination guidelines provided in Article 9.4.

In determining whether to accept an application for voluntary redundancy the Divisional Leader shall weigh the ability to meet the instructional and Departmental requirements. If these requirements are met, the Divisional Leader may choose one or more of the offers as he/she sees fit.

- (d) In the event of one or more redundancies within the same area of expertise in a department, the Divisional Leader shall consider qualifications in the area of instruction and quality of performance. If these factors are considered by the Divisional Leader to be relatively equal among two or more Members the decision as to which Member(s) will be declared redundant shall be determined by each Member's relative length of continuous service.
- (e) When a redundancy is determined to be necessary the College will meet with the Association President to inform him/her. The College will share the reasons for the redundancy, the Member(s) affected and the effective date. The College will also confirm whether the options outlined below (in Articles 9.2 and 9.3) are applicable.

Should the College determine that the redundant Member(s) is (are) appropriate for re-hire in the next academic year, based on consideration of qualifications in the Member's area of instruction, and quality of performance, he/she will be placed on a continuous status recall list within his/her former area of instruction or service for a period of 12 months from the effective date the redundancy is declared.

Should the redundant member accept recall to a normal full continuous workload he/she will be expected to repay a proportionate amount of his/her total severance based on the number of months severance he/she received with respect to his/her length of time spent on the recall list.

Example: If a Continuous Member with 12 or more years of service received 2 months notice and 12 months' severance pay, and he/she accepts recall to a normal full continuous workload 9 months after having received the written notice of redundancy he/she will have used 7 months of severance and would be expected to repay the remaining 5 months' severance before his/her recall is approved.

Example: If a Continuous Member with fewer than 12 years of service received 10 months notice and 2 months' severance pay, and he/she accepts recall to a normal full continuous workload 11 months after having received the written notice of redundancy he/she will have used 1 month of severance and would be expected to repay the remaining 1 month severance before his/her recall is approved.

If a Member accepts a sessional or part-time employment contract the Member is not required to repay his/her severance.

A Member recalled to continuous status within the 12 month recall period will be placed at a Grade and Step equal to or higher than when the Member was last employed in a continuous status.

9.2 Direct Reassignment to Another Position

- (a) The Chief Academic Officer, in his/her sole discretion, may reassign a redundant Member to another position at the College (referred to as the "Reassignment Position").
- (b) In making a decision about such reassignment, the Chief Academic Officer must consider the following:
 - the Member's willingness to be reassigned;
 - the qualifications of the Member to teach the Reassignment Position.
- (c) The reassignment of the redundant Member may be to a position then occupied by a Probationary or Sessional Member with the result that the Probationary or Sessional Member's employment or contract will be terminated.
- (d) Should the Chief Academic Officer decide to offer to reassign the redundant Member, he/she shall do so in writing. The Member may accept the offer in writing within thirty calendar days of receiving the same. Failure of the Member to respond within the aforesaid time period shall be deemed to be a rejection of the offer.
- (e) If the Chief Academic Officer offers to reassign the redundant Member and he/she accepts the reassignment, he/she shall continue his/her employment with the College as a Continuous Member.
- (f) In the event that the offer is not accepted, this offer shall be deemed to be notice of termination in which case the provisions for termination defined in Article 9.4 shall apply.

9.3 Reassignment Through Professional Development

- (a) If on the recommendation of the Faculty Professional Development Committee and the concurrence of the Chief Academic Officer, a redundant Member could become qualified for a Reassignment Position as a result of the Member undertaking professional development for a period no greater than one year, the Chief Academic Officer, in his/her sole discretion, may grant to the Member a leave of absence for a period not to exceed one year, for the purpose of undertaking the needed professional development referred to as "Reassignment Leave".
- (b) In the event that the Chief Academic Officer should grant Reassignment Leave to the redundant Member, he/she shall be paid during the Reassignment Leave an amount of 75% of his/her salary, said payment to be paid from the Innovation Instruction Trust Fund.
- (c) If the Member successfully completes the Reassignment Leave (and provided that the Reassignment position is still in existence), the Chief Academic Officer shall then offer the Member this position.

- (d) If the Member does not successfully complete the Reassignment Leave, or if the Reassignment position no longer exists, the Chief Academic Officer may then terminate his/her employment in accordance with the provision of Article 9.4.

9.4 Termination of Redundant Members

In the event that the Chief Academic Officer decides to terminate the employment of a redundant Member, the following provision for notice and/or pay shall apply:

- Members with fewer than twelve Years of Service at the time the written termination notice is received will receive at least ten months of notice (i.e., the employment end date will be at least ten months after the date the termination notice is received). On the employment end date the Member will receive, as part of his/her final pay, an amount equal to two months' salary as well as payment for all vacation accrued up to the employment end date. The College may give pay in lieu of all or part of the ten months' notice.
- Members with twelve or more Years of Service at the time the written termination notice is received will receive at least two months of notice (i.e., the employment end date will be at least two months after the date the termination notice is received). On the employment end date the Member will receive, as part of his/her final pay, payment for all vacation accrued up to the employment end date as well as an amount equal to twelve months' salary. The College may give pay in lieu of all or part of the two months' notice.

ARTICLE 10 SALARIES

The Members covered by this Agreement shall be paid salaries in accordance with the following grids. As hereinafter provided, educational training and experience shall together determine the annual rate of salary paid to each Member.

10.1 Salary Grids

**Red Deer College
Full-Time Faculty Grid
July 1, 2016 – June 30, 2017**

	A	B	C	D	E	F
1	\$75,363	\$71,353	\$67,621	\$60,105	\$51,741	\$59,966
2	\$78,926	\$74,789	\$70,940	\$63,298	\$54,783	\$63,256
3	\$82,479	\$78,225	\$74,255	\$66,509	\$57,794	\$66,545
4	\$86,032	\$81,660	\$77,580	\$69,709	\$60,779	\$69,838
5	\$89,596	\$85,110	\$80,895	\$72,909	\$63,816	\$73,132
6	\$93,973	\$88,537	\$84,218	\$76,107	\$66,836	\$76,424
7	\$96,707	\$91,973	\$87,544	\$79,317	\$69,853	\$79,714
8	\$100,262	\$95,417	\$90,858	\$82,521	\$72,650	\$83,010
9	\$103,822	\$98,854	\$94,187	\$85,713	\$75,555	\$86,300
10	\$107,970	\$102,808	\$97,951	\$89,143	\$78,578	\$89,753
11	\$109,048	\$104,350	\$100,155	\$91,922	\$82,039	\$91,323

**Red Deer College
Part-Time Faculty Grid
July 1, 2016 – June 30, 2017**

	A	B	C	D	E	F
1	\$50,484	\$47,796	\$45,299	\$42,400	\$36,698	\$46,781
2	\$52,871	\$50,099	\$47,521	\$44,552	\$38,715	\$48,989
3	\$55,250	\$52,400	\$49,740	\$46,697	\$40,714	\$51,195
4	\$57,630	\$54,703	\$51,968	\$48,839	\$42,748	\$53,399

**Red Deer College
Full-Time Faculty Grid
July 1, 2017 – June 30, 2018**

	A	B	C	D	E	F
1	\$76,117	\$72,067	\$68,297	\$60,706	\$52,258	\$60,566
2	\$79,715	\$75,537	\$71,649	\$63,931	\$55,331	\$63,889
3	\$83,304	\$79,007	\$74,998	\$67,174	\$58,372	\$67,210
4	\$86,892	\$82,477	\$78,356	\$70,406	\$61,387	\$70,536
5	\$90,492	\$85,961	\$81,704	\$73,638	\$64,454	\$73,863
6	\$94,913	\$89,422	\$85,060	\$76,868	\$67,504	\$77,188
7	\$97,674	\$92,893	\$88,419	\$80,110	\$70,552	\$80,511
8	\$101,265	\$96,371	\$91,767	\$83,346	\$73,377	\$83,840
9	\$104,860	\$99,843	\$95,129	\$86,570	\$76,311	\$87,163
10	\$109,050	\$103,836	\$98,931	\$90,034	\$79,364	\$90,651
11	\$110,138	\$105,394	\$101,157	\$92,841	\$82,859	\$92,236

**Red Deer College
Part-Time Faculty Grid
July 1, 2017 – June 30, 2018**

	A	B	C	D	E	F
1	\$50,989	\$48,274	\$45,752	\$42,824	\$37,065	\$47,249
2	\$53,400	\$50,600	\$47,996	\$44,998	\$39,102	\$49,479
3	\$55,803	\$52,924	\$50,237	\$47,164	\$41,121	\$51,707
4	\$58,206	\$55,250	\$52,488	\$49,327	\$43,175	\$53,933

**Red Deer College
Full-Time Faculty Grid
July 1, 2018 – June 30, 2019**

	A	B	C	D	E	F
1	\$76,117	\$72,067	\$68,297	\$60,706	\$52,258	\$60,566
2	\$79,715	\$75,537	\$71,649	\$63,931	\$55,331	\$63,889
3	\$83,304	\$79,007	\$74,998	\$67,174	\$58,372	\$67,210
4	\$86,892	\$82,477	\$78,356	\$70,406	\$61,387	\$70,536
5	\$90,492	\$85,961	\$81,704	\$73,638	\$64,454	\$73,863
6	\$94,913	\$89,422	\$85,060	\$76,868	\$67,504	\$77,188
7	\$97,674	\$92,893	\$88,419	\$80,110	\$70,552	\$80,511
8	\$101,265	\$96,371	\$91,767	\$83,346	\$73,377	\$83,840
9	\$104,860	\$99,843	\$95,129	\$86,570	\$76,311	\$87,163
10	\$109,050	\$103,836	\$98,931	\$90,034	\$79,364	\$90,651
11	\$110,138	\$105,394	\$101,157	\$92,841	\$82,859	\$92,236

**Red Deer College
Part-Time Faculty Grid
July 1, 2018 – June 30, 2019**

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2	\$53,400	\$50,600	\$47,996	\$44,998	\$39,102	\$49,479
3	\$55,803	\$52,924	\$50,237	\$47,164	\$41,121	\$51,707
4	\$58,206	\$55,250	\$52,488	\$49,327	\$43,175	\$53,933

Following issuance of the Interest Arbitration Award, the College will pay retroactive pay to eligible current and former Members (including Full-Time and Part-Time Faculty, the MUSS and MUSP Instructors), provided former Members apply for the retroactive pay by providing a current address and banking/direct deposit information to the College within 60 days of the College sending written notices to the last know email and/or mailing address of those former Members. The College will share the last known contact information of former Members with the Association when the notices are sent.

10.2 (a) Part-Time Members' Salaries

In recognition of the scope of Part-Time Members' instructional and non-instructional responsibilities, the Part-Time Faculty Grid has been created and maintained based on the application of a ratio of 8/12 of the Full-Time Faculty Grid.

Part-Time Member (with the exception of Members offering private music lessons) shall be paid a salary based on the Part-Time Faculty grid, such that the number of assigned hours is prorated against:

- 425 hours for Members in all programs whose instructional-hour norm is 450 hours or less or
- the instructional-hour norm for Members in programs whose norm exceeds 450 hours or

- the weekly workload norm for non- Members as specified in Article 8.3.

For Part-time Counsellors, Learning Designers and Librarians, the Part-time Faculty grid is based upon 8/12 of their workload norm annualized over a calendar year, which equates to 1300 hours per year.

Members offering private music lessons (MUSS AND MUSP) will be paid an hourly rate of \$59.38/hour as of July 1, 2016. (Effective July 1, 2017 the hourly rate is \$59.97/hour. This rate remains unchanged for July 1, 2018). They will receive a percentage of their salary in lieu of benefits and vacation pay, as per Article 11.4. This hourly rate is unique to the MUSS and MUSP Members and is not reflective of the hourly rate of other Part-Time Members who instruct in programs where there is an established annual instructional hour norm.

(b) Travel Stipend for Part-Time Members

In addition, if Part-Time Members' assigned worksites are farther than 100 km from their place of residence, then as approved by the Chair or School Leader, they will normally receive the following travel stipend for travel to those worksites:

- \$1000 per term (max of 15 weeks) for one class per week
- \$2000 per term (max of 15 weeks) for two or more classes per week provided the classes occur on different days of the week.
- A pro-rated amount for terms of less than 15 weeks

Part-Time Members are not eligible for any other reimbursement for travel expenses.

10.3 Placement in Grades

The placement of a Member in a grade shall be determined in line with the following academic credentials earned at recognized institutions. All such credentials must be relevant to the person's area of instruction (or service for Counselors, Librarians and Learning Designers) or involve the acquisition of relevant pedagogic skills:

Grade A	A doctorate
Grade B	2 Master's Degrees
Grade C	A Master's Degree or LLB Degree
Grade D	A Bachelor's Degree
Grade E	A 2-Year Diploma
Grade F	A Journeyperson's Certificate

In addition, a Member in any of the above pay grades will have a base salary equal to 4.5% in excess of the amount that he/she would be entitled to as determined by the salary grid chart if he/she has successfully completed the equivalent of at least one further academic year of credit study, and has achieved an additional credential or designation from a recognized post-secondary institution or recognized professional credentialing body. This study must:

- be relevant to the Member's primary area of instruction (or service for Counselors, Librarians and Learning Designers), or involve the acquisition of relevant pedagogic skills and,

- include at least the equivalent of one academic year of study (equivalent to a minimum of ten (10) courses or thirty (30) credits or 450 hours) that is fully supplementary to (and not subsumed into) the academic work that gave rise to the academic credentials which determined the Member's Grade placement (e.g. if a Member earned a two-year diploma and then used these years as the first two years of a Bachelor's degree, the study leading to the diploma would not be eligible for the 4.5% increment).
 - Include formal assessment and transcribed grades
 - Be in a credit program
- (a) Any Member who, after commencing employment with the College, intends to achieve a salary increase, through the 4.5% increment, by pursuing a program of accredited study must have his/her planned program of studies pre-approved in writing by the Dean or Director. In making his/her decision, the Dean or Director must consult with the Member as well as the Member's Associate Dean, and Human Resources. Without pre-approval for the 4.5% increment, a Member will be denied the advance.
- (b) Change of salary shall be effective the date the Member achieved the credential, as witnessed by the date on the official transcript/certificate. If there is no effective date on the official transcript/certificate the effective date will be taken to be the first calendar day of the month following the month in which the credential was completed.

10.4 Placement on Step

- (a) Placement at start of contract

Full-Time Members

Initial step placement on the Full-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the initial placement for Full-Time Members should not normally exceed Step 6.

A Sessional or Replacement Sessional Member who, within seven months of the expiration of a contract, is re-hired to another Sessional or Replacement Sessional contract in the same area of instruction or service may not be placed at a lower step than he/she was on during his/her previous contract.

Part-Time Members

Initial step placement on the Part-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the initial placement for Part-Time Members should not normally exceed Step 2.

A Part-time Member who, within seven months of the expiration of a contract, is re-hired to another Part-time contract in the same area of instruction or service may not be placed at a lower step than he/she was on during his/her previous contract.

- (b) After the initial placement on the grid and signing of the contract, a Member's salary shall not be reduced. A Member's step and/or grade shall not be

reduced after initial placement on the salary grid except in the case of re-assignment pursuant to Article 9.

10.5 Recognition Payment for Full-time Members

- (a) In addition to the salary paid to a Member in accordance with the provisions contained in Article 10.1 and 10.8, all Full-time Members shall receive an amount calculated as follows, where Years of Service are calculated as of the last day of the fiscal year:

• From 0 to 4 Years of Service	\$0
• From 5 to 9 Years of Service	\$550
• From 10 to 14 Years of Service	\$800
• From 15 to 19 Years of Service	\$1050
• 20 or more Years of Service	\$1800

The Faculty Recognition Pay recognizes Full-time Members' work throughout a fiscal year and will be disbursed to them as a lump-sum payment that will be included in the final pay of the fiscal year, or in the case of eligible members who have given notice of resignation, as part of their final pay.

Note the following special conditions:

A Full-time Member is eligible for the Recognition Pay if he/she

- has been on a Sabbatical Leave during any or all of the fiscal year.
- has been on any Leave for six or fewer months in the fiscal year
- resigns from the College with an employment end-date on or after December 31st
- is a Sessional or Replacement Sessional Member employed for at least six months in the fiscal year

A Full-time Member is not eligible for the Recognition Pay if he/she

- has been on any Leave (other than Sabbatical Leave) for more than six months in the fiscal year
- resigns from the College with an employment end-date prior to December 31st
- is a Sessional or Replacement Member employed for fewer than six months in the fiscal year

- (b) The College will provide \$10,000 each fiscal year to a fund administered by the Faculty Scholarship Recognition Committee, which will distribute this money to Faculty in accordance with terms of reference that the committee establishes and periodically reviews.

10.6 Faculty Evaluation

- (a) All Members shall participate in a faculty evaluation process as outlined in the Faculty Performance Policy.
- (b) The College agrees that it shall not amend the Faculty Performance Policy until the College has:
- (i) notified FARDC of its intention to amend the said Policy; and
 - (ii) consulted with FARDC as to the appropriateness of the proposed amendments. [Consultation shall mean a full and frank discussion of the issues involved in the proposed amendments.]

- (c) The College and FARDC shall act fairly and reasonably in the administration of evaluations as outlined in the Faculty Performance Policy.
- (d) FARDC agrees that it shall not initiate a grievance on the basis of a purely procedural violation of the Faculty Performance Policy provided that the procedural violation does not substantially affect the Member's rights under the Faculty Performance Policy.

10.7 Advancement of Step

(a) Probationary/Continuous Members

Upon the recommendation of the School Leader, a Probationary/Continuous Member shall normally be advanced a minimum of one step after the completion of each year of service.

(b) Term Certain Members

A Term Certain Member shall be eligible for a salary step advance at the commencement of the next contract or the next term (whichever comes first) after having completed a Full-Year Equivalent as specified for his/her department in Articles 8.2.2, 8.2.3 and 8.3.

In the case where a Member instructs courses in more than one Program, each course will be pro-rated as a percentage of that Program's annual instructional-hour norm, and the Member shall be eligible for a Step Advance when the accumulated total is 100%.

(c) Withholding of Step Advance

A step advance is an indication of satisfactory performance as per the Faculty Performance Policy. It shall not be withheld from a Member unless the following occurs:

- (i) At least 120 calendar days before the date on which the Member is eligible for his/her next step advance, the School Leader provides the Member with written notice that:
 - Indicates the possible withholding of the upcoming step advance
 - Identifies any unsatisfactory aspects of his/her performance and
 - Provides the Member with 120 calendar days to achieve satisfactory performance in those identified aspects
- (ii) The School Leader and the Member meet to discuss methods to deal with these identified problems, and the School Leader provides in writing the standards by which satisfactory performance is to be measured (such standards to be consistent with the Faculty Performance Policy).
- (iii) The Member fails to meet the specified standards of satisfactory performance within the specified 120-day period.

10.8 Advancement in Grades

- (a) Any Member who, after commencing employment with the College, 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 the Dean or Director who will determine (and state in writing) whether or not the Member's successful completion of such study will result in a grade advance. The Dean or Director will base his/her

decision on the relevancy of the proposed study to the Member's area of instruction or service. Without such written pre-approval for a grade advance, a Member will be denied the advance.

- (b) Change of salary shall be effective the date the Member achieved the credential, as witnessed by the date on the official transcript. If there is no effective date on the official transcript the effective date will be taken to be the first calendar day of the month following the month in which the credential was completed. Documentation other than the official transcript will not be accepted, except in cases where no official transcript is issued. In this case, a letter of completion from the registered educational institution will be accepted, with the effective date to be taken as the first calendar day of the month following the month in which the credential was completed.

10.9 Market Supplement

In addition to the salaries that members are entitled to under the foregoing provisions of Article 10, the College may also exercise its discretion to pay additional compensation to address market pressures.

10.10 Direct Deposit

All members of FARDC will have their pay cheques submitted via direct deposit to their bank account. The College will not issue manual cheques.

ARTICLE 11 BENEFITS

11.1 Full-Time Members (Excluding Sessional and Replacement Sessional Members)

- (a) Alberta Health Care is optional. The College shall pay 75% of the Alberta Health premiums for Members who choose such coverage. The Member shall pay the remaining 25%.
- (b) The College shall make available a Life Insurance Plan and an Accidental Death and Dismemberment (AD&D) Plan. Membership in these Plans is optional, except where such coverage is not consistent with any age restrictions established by the College's insurance carrier. If the Member chooses coverage in these plans, he/she must participate in both of them, and he/she must take on the same coverage (i.e.: 2 x or 3x salary) in both of them. The premiums shall be shared by the College and the Member as follows:

	Member Pays	College Pays
Life Insurance with a benefit of 2 x Member's Salary	25%	75%
AD&D with a benefit of 2 x Member's Salary		
Life Insurance with a benefit of 3 x Member's Salary	50%	50%
AD&D with a benefit of 3 x Member's Salary		

- (c) The College shall make available an Extended Health Care Plan. Each Member must enroll in this plan unless he/she is covered by a spouse's plan. The College shall pay 75% of the Extended Health Care premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (d) The College shall make available a Dental Plan. Each Member must enroll in this plan unless he/she is covered by a spouse's plan. The College shall pay 75% of the Dental premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (e) The College shall make available a Long Term Disability Plan. Eligible Members must enroll in this plan after twelve months of employment at the College. The Member shall pay 100% of the premium as the benefits (when eligible) are non-taxable.
- (f) Membership in the Local Authorities Pension Plan (LAPP) is mandatory after a waiting period of twelve (12) months of employment at the College. LAPP will be administered as per the guidelines provided by Alberta Pensions Administration.

11.2 Sessional and Replacement Sessional Members

- (a) Sessional and Replacement Sessional Members shall have the same benefits as other Full-Time Members, except that membership in LAPP after 12 months' employment is optional for the Member.
- (b) If a Sessional or Replacement Sessional Member with less than 12 months of employment with the College is offered a subsequent Sessional Contract, he/she must pay the employee and employer portion of the premiums for Alberta Health, Extended Health, Dental, Life Insurance, Long-term Disability (recognizing there is currently no employer share of this premium) and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Human Resources Office.
- (c) If a Sessional or Replacement Sessional Member with 12 months or more of employment with the College is offered a subsequent Sessional Contract, he/she must pay the employee portion (and the College shall pay the employer portion) of the premiums for Alberta Health, Extended Health, Dental, Life Insurance, Long-term Disability (recognizing there is currently no employer share of this premium) and AD&D for the interim period between

Contracts. Arrangements for Members to pay these premiums shall be made through the Human Resources Office.

11.3 Continuous Part-Time Members

Continuous Part-Time Members shall have the same benefits as Full-Time Members. Premium and Benefits for Alberta Health, Extended Health and Dental will be equivalent to those of Full-Time Members. Premiums and Benefits for Life Insurance, AD&D, and Long Term Disability will be based on the Part-Time salary the Member is earning. LAPP premiums and benefits are normally based on the Member's Part-Time salary; however, some flexibility exists within the plan. Members would need to consult with Human Resources for specific options and details.

11.4 Part-Time Members

Part-Time Members will receive an amount equal to 14% of their salaries in lieu of benefits and vacation pay.

11.5 Payment of Premiums

The College shall deduct the monthly premiums from the salary of any Member enrolled in the above Plans, and shall remit same to the appropriate benefit carrier.

11.6 Cessation of Coverage

All coverage (except Alberta Health Care which continues to the end of the month in which the resignation or dismissal occurs) under this article ceases on the date of resignation or dismissal.

11.7 Liability Insurance for all Members

The College shall acquire and maintain comprehensive general liability insurance in amounts which are reasonable under the circumstances, said insurance to insure each Member while performing his/her duties in accordance with the requirements of the College.

Where Members undertake activities at the request of the College in the course of their employment, acting in good faith and within the scope of their authority, then the College will indemnify the Faculty Members in respect of any claims that might be made against them personally as a result of their acting in this fashion.

A Member who is facing any legal or quasi-legal action arising from the performance of his/her work-related duties and who perceives that he/she needs legal counsel may apply directly to the College President to have the College provide such counsel. The College President's decision on whether or not to provide the requested legal counsel is final and non-grievable.

11.8 Changes to Benefit Plans

If the Association or College wishes to propose changes to any of the components of any of the above Plans, such proposals must be presented to the Benefits Advisory Committee for its consideration and resolution in line with its Terms of Reference.

ARTICLE 12 VACATIONS

12.1 Holidays

Members covered by this Agreement shall be entitled to the following Holidays;

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday in August	

and any other day designated as a statutory holiday by the Lieutenant Governor or Governor General in Council.

In addition to the general holidays outlined above, Members covered by this Collective Agreement shall receive paid general holidays between Boxing Day and New Year's Day.

12.2 Vacation Entitlement

- (a) Probationary/Continuous Members shall be entitled to forty-five working days vacation annually, pro-rated based on date of hire with a minimum of thirty-five of those days as uninterrupted vacation (unless the Member chooses to waive such entitlement). Members will not be required to take any days as vacation on days that the College is closed. Members who resign employment prior to the completion of a year's employment shall be granted accrued vacation, less any vacation taken, up to and including the last day of employment.

If the College required the services of a Probationary/Continuous Member during his/her vacation period, and if the Member agrees, then

- (i) he/she may choose to be paid 1/12 of his/her annual salary for an entire month's work, or on a pro-rata basis for less than a month's work. This pay shall be in addition to his/her regular salary for that period for which he/she forfeited his /her vacation, or
- (ii) he/she may choose to have that portion of his/her vacation added to the following year's vacation. Normally, Continuous Members may carry only ten days of vacation from one year to the next. Exceptions must be approved by the School Leader.

Probationary Members shall be expected to take their annual vacation within each twelve months of service.

- (b) Replacement Sessional Members holding appointments of twelve months or longer shall be entitled to forty-five working days vacation per full twelve-month period. For each additional month's service, the Member shall be paid eight percent of his/her gross salary in lieu of vacation entitlement. This shall be included on each month's pay cheque.
- (c) Sessional Members and Replacement Sessional Members holding appointments of less than twelve months are not entitled to any vacation but shall be given an amount equal to eight percent of their gross salary. This shall be included on each pay cheque.

- (d) Part-Time Members shall receive a total of fourteen percent of their gross salary in lieu of vacation entitlement and all other benefits. This shall be included on each pay cheque.
- (e) Where a Member on vacation:
- Verifies a period of hospitalization or
 - Qualifies for Compassionate Leave

the period of vacation that has been displaced shall be restored to the vacation entitlement, available for use at a later date.

All vacation taken requires the prior written approval of the School Leader.

ARTICLE 13 LEAVES FROM COLLEGE

13.1 Casual Sickness

"Casual sickness" refers to a period of up to five consecutive working days during which a Member is absent from assigned duties because of illness or injury. The College may, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted.

A Full-Time Member shall be eligible for a maximum of twenty days of Casual Sickness Leave each academic year without loss of salary, benefits or vacation entitlement. For a Part-Time and a Continuous Part-Time Member, the maximum allowable days per year shall be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year. Any days that are lost to illness or injury beyond the allowable number of days (and that do not constitute allowable Short-term Disability Leave) shall result in a deduction from the Member's salary.

Up to three of these 20 eligible days for Casual Sickness Leave in any fiscal year may be used without loss of pay or benefits in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same-gender partner), child, or others, where arrangements or care cannot be provided by another family member and the Member is the primary caregiver.

Casual Sickness Leave does not carry over to ensuing years.

13.2 Short-Term Disability Leave

Short-Term Disability Leave refers to a period of at least six consecutive working days and no more than ninety consecutive calendar days during which a Member is absent from assigned teaching and non-teaching duties because of illness or injury, and that absence preceded the start of approved vacation leave. A Member on such Leave does not incur any loss of salary or benefits or vacation entitlement. The College will, at its own expense, request that the Member provide a medical certificate dealing with the Member's ability to perform her/his responsibilities and certifying that any such absence is medically warranted. Members will maintain contact with the Health and Wellness Centre during his/her short-term disability leave.

A Probationary/Continuous Member shall be eligible for a maximum of ninety consecutive calendar days of Short-Term Disability Leave each academic year.

A Continuous Part-Time Member shall be eligible for a maximum of ninety consecutive calendar days of Short-Term Disability Leave each academic year, during which time his/her salary will be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year.

A Sessional or Replacement Sessional Member shall be eligible for 7.5 calendar days of Short-Term Disability Leave after the completion of each month of the first twelve months of employment with the College. After this twelve-month period, the Member is eligible for a maximum of ninety consecutive days of such Leave each academic year, regardless of the number of months completed in any one Contract. The period of Leave may not extend beyond the date on which the Member's Contract ends.

A Part-Time Member shall not be eligible for Short-Term Disability Leave.

Short-Term Disability Leave does not carry over to ensuing years.

Members on Short-Term Disability Leave are not eligible for participation in College based instructional or non-instructional (including professional development) activities without the approval of the Health & Wellness Centre and the School Leader.

In the event that a Member returns to work on a modified basis while still under Short-Term Disability Leave, the date at which the Member's Short-Term Disability expires will be extended by the number of days or partial days the Member works until such time that the Member reaches their maximum entitlement, as is specified above.

13.3 Long Term Disability Leave

Membership in this Plan is mandatory for all Full-Time Members who have completed twelve months of service, except where such coverage is not consistent with any age restrictions established by the College's insurance carrier. Members eligible for Long Term Disability Benefit consideration will consult with the Health and Wellness Centre during their Short-Term Disability Leave to ensure proper processing of a Long Term Disability Claim.

A Member who is not granted Long Term Disability benefits by the carrier and who wishes not to resume his/her assigned duties after the expiration of any Short-Term Disability Leave may apply for a Long Term Leave of Absence Without Pay. If the Chief Academic Officer does not grant such Leave and the Member chooses not to resume his/her assigned duties, his/her employment with the College shall be terminated.

A Member who is granted Long Term Disability benefits by the carrier shall be given Long Term Disability Leave for as long as he/she is receiving such benefits, up to a maximum of two consecutive calendar years. Disability benefits will be administered by the carrier during this Leave, and the Member shall receive no salary or vacation or professional development entitlement. A Member whom the insurance carrier has deemed fit to return to his/her same job within two years of the commencement of this leave shall be given the same or similar position that he/she held before the Leave. A Member who does not return from this Leave within two years of its commencement or who chooses not to return after being deemed fit to return within two years shall have his/her employment with the College terminated.

A Member on Long-Term Disability leave shall pay:

- 100% of the benefit premiums for Alberta Health Care, Extended Health Care, and Dental Care
- His/her portion of LAPP premiums as per the contribution rates set by the Local Authorities Pension Plan. Payment will be due in Human Resources on the last working date of the month for the preceding month's coverage.
- No portion of the premiums for life insurance, long-term disability, and accidental death and dismemberment as they are waived once a Member is approved to receive long-term disability benefits.

A Member whom the Insurance carrier has deemed fit to work with restrictions shall contact the Health and Wellness Centre to determine modified work arrangements.

13.4 Maternity and Parental Leave

Article 13.4 is subject to the Alberta Employment Standards Code.

13.4.1 Eligibility

Mothers and surrogate mothers are eligible for Maternity Leave. Biological and adoptive parents are eligible for Parental Leave.

13.4.2 Maternity or Parental Leave shall be granted by the College, upon written application to the Director of Human Resources, to all Members eligible under the provisions of the Alberta Employment Standards Code in effect at the time of application. This Leave shall be without pay.

13.4.3 Such Leave shall be applied for not less than five months prior to the estimated date of delivery or adoption. This application shall specify the estimated date of delivery or adoption.

13.4.4 A Member on Maternity or Parental Leave shall be reinstated to his/her same position or provided with alternate work of a comparable nature at the same rate of pay upon returning to the College.

13.4.5 A Female Continuous, Probationary, Conditional Probationary, or Conditional Continuous Member who has completed twelve months of employment shall be eligible for a combination of fifty-two weeks of Maternity and Parental Leave. This will be made up of fifteen weeks Maternity Leave and thirty-seven weeks Parental Leave.

A Female Sessional, Replacement Sessional, Continuous Part-Time and Part-Time Member who has completed twelve months of employment within two academic years, shall be eligible for a combination of Maternity and Parental Leave up to the expiry of their current contract. They will not be eligible for the provisions of 13.4.4.

Fathers and/or adoptive parents will be eligible for up to thirty-seven consecutive weeks of unpaid, job-protected Parental Leave. If both parents are Members, Parental Leave may be taken by one parent or shared between them but the total leave cannot exceed thirty-seven weeks.

Maternity Leave may commence at any time within twelve weeks of the estimated date of delivery. Parental Leave can begin at any time after the

birth or adoption of the child but it must be completed within fifty-two weeks of the date a baby is born, or an adopted child is placed with the parent.

Where possible, a Maternity or Parental Leave will commence at the beginning or end of an academic term in order to support continuity for students. In order to achieve this, the School Leader may assign in consultation with the Member, alternate teaching/non-teaching responsibilities to a Member during a period of up to twelve weeks preceding the leave date requested by the Member based on the estimated date of delivery or adoption placement. Alternatively, the School Leader may place the Member on a paid leave of absence for said period. In either case, the Member shall not suffer any loss of salary or benefits during the period prior to the leave date requested by the Member based on the estimated date of delivery or adoption placement.

- 13.4.6** During a period of a Maternity Leave in which the Member is medically unable to work, the College will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix B) and pay the College portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the College to support the absence on medical grounds.
- 13.4.7** Where a medical certificate is provided, stating that a longer period of Leave is required due to complications relating to pregnancy, the Director of Human Resources shall extend the leave up to a maximum of eighteen months.
- 13.4.8** If a medical certificate is required for the Member to return from Leave to regular employment, the certificate will be obtained at the expense of the College.
- 13.4.9** Whenever a Member is absent for more than twelve months on Maternity or Parental Leave and where the Director of Human Resources has not extended the leave period, the Member shall automatically be deemed to have resigned employment when the twelve month period expires.
- 13.4.10** A Member who wishes to return to work from Maternity or Parental Leave or who wishes to resign while on Leave, shall provide the College with one month's written notice of such intention.
- 13.4.11** A Member may, subject to College approval, carry over up to one-half of his/her outstanding vacation entitlement to be utilized following his/her return from Maternity or Parental Leave.
- 13.4.12** During the period of time during which the Member is entitled to SUB benefits (see Article 13.4.6) she shall accrue service towards earning an increment and vacation time. During the remaining time while on Leave she will be required to maintain her Long Term Disability, Dental and Extended Health benefits at full cost.

13.5 Compassionate Leave

A Member shall be granted five regularly scheduled work days leave, without loss of salary, benefits or vacation entitlement, in the case of death or critical illness of a

parent, spouse (including common-law or same gender partner), sibling, child, in-law, fiancée, grandchild or grandparent. In recognition that compassionate leave is based on individual circumstances, the School Leader in consultation with the Director of Human Resources may, upon request, grant additional compassionate leave with pay. Additional Leave or leave in the case of the death of other close relatives, may be granted without pay, and for such period of time as in the discretion of the School Leader may be deemed feasible. Requests are to be made to the School Leader.

Applicable compassionate care benefits may be accessed under the provisions of the Employment Insurance Regulations in effect at the time.

13.6 Leave of Absence Without Pay

The College may grant a Member a Leave of Absence from assigned duties without pay. Such Leave is normally for a duration of at least one term and a maximum of two years. To be considered for such Leave, the Member must apply in writing to the Director of Human Resources no less than four months before the start of the proposed Leave. The Director of Human Resources, after consultation with the School Leader shall, within six weeks of receiving the application, advise the Member in writing of the decision.

Should the Member be hired to teach Part-Time at the College during this Leave, he/she shall enter into a separate contract with the College.

A Member granted Leave of Absence Without Pay shall obtain a position on his/her return. The period during which a person is on such Leave shall not count toward his/her Years of Service or vacation entitlement or eligibility for a step advance on the salary grid.

A Member on Leave of Absence Without Pay must continue to be enrolled in all Benefit Plans in which he/she had previously been enrolled. The Member shall pay 100% of the premiums while on this leave.

13.7 Deferred Salary Leave

13.7.1 Subject to the approval of Administration, a Continuous Member may participate in a deferred salary leave plan. The College shall administer the plan in accordance to the plan document dated December, 1986 and revised from time to time.

13.7.2 Administration shall allow a maximum of 10% of all Continuous Members to go on Deferred Salary Leave at any time.

13.7.3 The provisions of the Collective Agreement shall not apply during deferred salary leave, except that the Member may choose at his/her own cost, to continue the health care insurance and other benefits that are applicable, subject to the contract between the College and the carrier of such benefits.

13.7.4 A Member granted a deferred salary leave shall obtain a position on his/her return. The period during which a person is on leave shall not count toward his/her Years of Service or toward his/her earning of a Step advance.

13.8 Evaluation on Leave of Absence

No persons covered by this Agreement shall have their performance evaluated while on a Maternity, Parental, Deferred Salary or Leave of Absence without pay. Members on Sabbatical leave shall adhere to any evaluative or reporting requirements stipulated by the Faculty PD Committee.

13.9 Rehabilitation Leave

- (a) In the event that a Member, in the sole opinion of the School Leader, is abusing alcohol or drugs or is otherwise engaged in addictive behavior detrimental to the performance of his or her duties, the School Leader shall advise that Member in writing of his/her opinion and may, at the expense of the College, direct the Member to undergo an examination by a professional who is experienced in the diagnosis and treatment of the addictive behavior. This professional is to be appointed by the Director of Human Resources.
- (b) A Member directed by the School Leader to undergo examination shall be granted leave with pay to attend the examination.
- (c) If the designated professional confirms that the Member is abusing alcohol and/or drugs or is engaging in other addictive behavior, the School Leader may direct that Member to undertake and/or attend a treatment and rehabilitation program (the "Rehabilitation Program") approved by the College. The Rehabilitation Program may be either or both of the following:
 - (i) Out-Patient: being a Rehabilitation Program that requires the Member to attend counseling and other treatments while attending to the Member's employment duties;
 - (ii) In-Patient: being a Rehabilitation Program that will require the Member to be absent from his/her employment duties.
- (d) In those instances where the Rehabilitation Program is on an Out-Patient basis, the College, where necessary for the Member to undergo the Program, will grant such daily (or part thereof) leaves as are reasonably required, without loss of salary or benefits.
- (e) In those instances where the Rehabilitation Program is on an In-Patient basis, the College shall grant a leave to the Member for the purpose of undergoing the Rehabilitation Program, not to exceed forty calendar days, hereinafter referred to as "Rehabilitation Leave".
- (f) During the initial Rehabilitation Leave, the Member shall receive his/her salary and other benefits as provided for by this Agreement.
- (g) In the event that a Member is required to undertake a second (or more) Rehabilitation Leave, the Member shall not receive his or her salary or other benefits during the second or subsequent Rehabilitation Leaves. On the second or subsequent Rehabilitation Leave, the Member shall, upon payment of the premium during the term of the Leave, be eligible for all health care insurance benefits as set out in Article 11. The term of the second or subsequent Rehabilitation Leaves shall not count towards years of service or towards earning of an increment.
- (h) Where the Member refuses to submit to examination by the Doctor, and/or refuses to undergo a Rehabilitation Program, or has previously undergone a

Rehabilitation Program, the College reserves the right to invoke disciplinary measures that are consistent with the provisions and rights to grievance as outlined in Article 18.

- (i) Notwithstanding the foregoing provisions of this Article 13.9, the College, in all instances, reserves the right to invoke disciplinary measures for conduct or actions of a Member arising from the addictive behavior, such measures to be consistent with the provisions and rights to grievance as outlined in Article 18.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

14.1 Professional Development Allocation

In any fiscal year, the College shall make provision in its budget for professional development in an amount equal to 5% of the total amount of faculty salaries for the purpose of providing Members with viable short and long-term professional development programs, workshops, professional leaves and other projects deemed by the Faculty Professional Development Committee to be worthwhile. This fund shall be known as the "Professional Development Fund".

14.2 Professional Development Fund

The Professional Development Fund shall be administered by the Faculty Professional Development Committee.

14.3 Sabbatical Leaves

Only Continuous Members are eligible for Sabbatical leaves.

- (a) The amount of the Professional Development Fund specified in Article 14.1 to be spent on sabbatical leaves in any fiscal year shall be determined by the Faculty Professional Development Committee and not exceed 50% of the total fund. In determining the funds available for sabbatical leaves, the calculation shall be based on total professional development funds less 5% of the salaries of Members instructing in Trades and Technology Programs identified by the Apprenticeship and Industry Training Act.
- (b) A Member shall submit to the Chief Academic Officer, no later than January 15 of the year in which he/she wishes to commence his/her leave, an application in which he/she delineates a program which will be used to the advantage of the College. This application shall be considered by the Faculty Professional Development Committee and this Committee shall make a recommendation to the Chief Academic Officer, who shall inform the applicant of the decision no later than March 1.

In the event the Member will be developing Intellectual Property during the course of his/her Sabbatical Leave, the Member may be required to complete an Intellectual Property Agreement in accordance with the Policy on Intellectual Property.

- (c) During a sabbatical leave of more than six months, the Member shall receive normal benefits and the salary shall be calculated at the following rate, pro-rated on a monthly basis.

- (i) 35% of salary after four years of service to the College;
 - (ii) 55% of salary after five years of service to the College;
 - (iii) 75% of salary after six years of service to the College.
- (d) During a sabbatical leave of six months or less, the Member shall receive normal benefits and the salary shall be calculated at the following rate, pro-rated on a monthly basis.
- (i) 40% after four years of service to the College;
 - (ii) 60% after five years of service to the College;
 - (iii) 80% after six years of service to the College.
- (e) In addition to the above pro-rated reductions of salaries, a Continuous Part-Time Member will receive a further pro-rated reduction that accords with the proportion of workload carried during the academic year in which he/she applies for the sabbatical. (For example, a person who is eligible for a 75%-salary sabbatical but who is carrying a 60% workload in the year he/she applies would receive a 45% salary [$.60 \times 0.75$] during the sabbatical.)
- (f) Unless otherwise approved, such leave shall be of a duration of twelve months or less and the salary calculated pursuant to Article 14.3(c) and (d), or a proportionate part thereof, shall be paid monthly during the term of the leave.
- (g) If the College authorizes a sabbatical leave for a Member, it has an obligation to ensure that a position is made available on his/her return on the understanding that all relevant clauses of the Collective Agreement remain in effect during his/her absence.
- (h) A Member who has been on sabbatical leave shall return to the College and complete an assigned workload equivalent to that which he/she would have borne had he/she not been on sabbatical. In the case of a returning Continuous Part-Time Member, the amount that he/she would have borne shall be calculated based on the partial assigned workload carried during the academic year in which he/she applied for the sabbatical. In either of the above cases, the required "return-service obligation" will normally be fulfilled during the academic year in which the Member returns, but it may be carried over a maximum of two years on approval by the School Leader.
- (i) A Member not returning to the College from a sabbatical leave or who otherwise fails to meet the return service obligation described in (h) above shall reimburse the Professional Development Fund within six months of the conclusion of the sabbatical leave, for any monies paid to him/her by the College during the sabbatical leave. Any negotiation of the nature or method of this repayment must be done to the satisfaction of the Faculty Professional Development Committee and the Chief Financial Officer.
- (j) In order to qualify for a subsequent sabbatical, a Member must have been continuously employed by the College since the previous sabbatical. Salary and benefits will be calculated as per the criteria listed in (c), (d), and (e) above, where "years of service" in this case refer to years of service since the completion of the previous sabbatical. For this clause only, a year of employment by a Continuous Part-time Member will be considered to be a year of service.

- (k) Members who had Sessional or Replacement Sessional contracts prior to achieving Continuous status, shall be allowed to count each Sessional or Replacement Sessional contract as a year of service for the purpose of determining eligibility for a sabbatical leave.

14.4 Apprenticeship and Trades Professional Development

The Professional Development Committee of the Trades and Technology programs identified by the Apprenticeship and Industry Training Act, for the purposes of professional development activities of instructional staff, shall receive a budget equal to 5% of the total salaries of the Members instructing in the Trades and Technology programs identified by the Apprenticeship and Industry Training Act less a pro-rated contribution to college wide professional development activities for faculty (as determined by the Faculty Professional Development Committee). This budget to be allocated from the fund hereinbefore mentioned in Article 14.1.

ARTICLE 15 TUITION FREE CLASSES

Each Full-Time Member and each person of his/her immediate family (as defined below) shall be entitled to a reduction in tuition costs when enrolling in any of the College's Trades and credit courses subject to the following conditions. Each eligible person:

- (a) is entitled to a maximum tuition reduction equal to the current student tuition cost of three credits for each term that the Member is employed up to a maximum of three terms in any one calendar year;
- (b) shall be responsible for all costs of supplies, materials or other direct costs, if any, that are required for the Course.
- (c) must use the tuition reduction within six months

Each Part-Time Member or a person of his/her immediate family (as defined below) shall be entitled to one course per part-time contract, subject to the conditions described above.

A family member includes a Member's biological or adopted child, spouse, spouse's biological or adopted child, common-law or same-gender partner, and child of such partner.

ARTICLE 16 NOTICE OF RESIGNATION

When voluntarily resigning from the College, a Member is expected to give adequate written notice to the College.

For Conditional Continuous and Continuous Members, adequate notice shall consist of no less than four months notice in writing prior to the normal end dates of employment which are either June 30th or December 31st.

For Conditional Probationary and Probationary Members, adequate notice shall consist of no less three months notice in writing prior to the normal end dates of employment which are either June 30th or December 31st.

For Sessional and Replacement Sessional Members, adequate notice shall consist of no less than one month notice in writing with the resignation normally occurring at the end of an academic term.

If adequate written notice is given the Member has the right to engage in professional development activities and other employment-related activities until the employment end-date without using any vacation time (if eligible, as per Article 12.2 (a)). In this case the Member will receive all accrued vacation pay and Recognition Pay (if eligible, as per Article 10.5 (a)) as part of his/her final pay.

If the Member does not give adequate written notice (as outlined above) of a planned resignation the College may require the Member to begin using his/her earned vacation time prior to the employment end date.

In extenuating circumstances, a Member, his/her School Leader and the Director of Human Resources may mutually agree on resignation conditions (such as end-dates, professional development activities and vacation use) different from the above.

ARTICLE 17 DISCIPLINE (REPRIMANDS, SUSPENSIONS, AND DISMISSALS)

17.1 Applicability and Limitations

This article does not apply to failure to meet the Professional Expectations for Faculty at Red Deer College as stipulated in the Faculty Performance Policy. Dismissal caused by failure to meet these Professional Expectations shall be handled as set out in 17.8 below.

If a Member is accused of harassment, then the procedures outlined in the Personal Harassment/ Discrimination Policy shall be followed. If, as a result of those procedures, a determination is made that disciplinary consequences are warranted, those consequences are limited to the discipline options listed below, and will follow the procedures described therein.

If a Member is suspected of abusing drugs or alcohol, or of being otherwise engaged in addictive behavior detrimental to the performance of his or her duties, the provisions of Article 11.9, Rehabilitation Leave, shall apply. If the Chief Academic Officer directs the Member to attend a treatment and rehabilitation program, and the Member does so, none of the discipline provisions listed below shall be exercised except as set out in Articles 13.9.h and 13.9.i.

If a Member has engaged in behavior that a School Leader reasonably determines to be misconduct, and if that misconduct is not of a type covered by the Personal Harassment/Discrimination Policy, or by the provisions of Article 13.9, then the School Leader may discipline the Member according to the provisions of this Article.

17.2 General Principles

Normally, a School Leader will deal with the first occurrence of misconduct by issuing a Notice of Informal Reprimand, and then will deal with recurrences of the same or similar misconduct by following the sequence of increasingly serious disciplinary actions outlined below. However, a School Leader, in consultation with Human Resources, may depart from this sequence by invoking more serious levels of discipline for the first occurrence (or for recurrence) of misconduct if he/she determines that the severity of the misconduct warrants such action.

There shall be no other form of discipline, except as provided for below.

A Notice of Discipline will be clearly marked as an Informal Reprimand, a Formal Reprimand, a Disciplinary Suspension Without Pay, a Summary Suspension with Pay, or a Dismissal with Just Cause.

A copy of any Notice of Informal Reprimand will be kept in the files of the School Leader issuing it, but all other Notices of Discipline will be kept in the Member's personnel file.

A Notice of Discipline will normally be hand-delivered to the Member at a meeting with the issuing School Leader, who will discuss with the Member the rationale and evidence for the discipline, as well as any future implications of the discipline. If the Member is unable or unwilling to meet with the School Leader, the School Leader may deliver the Notice by alternative means.

Prior to this meeting, the School Leader will inform the Member that he/she may request that the President of the Association (or designate) also be present at the meeting. If the meeting involves a Notice of Suspension or Dismissal, the President of the Association (or designate) *must* be present.

A Member shall, upon giving reasonable notice to the College, have access to all Notices of Discipline in his/her personnel file. At the Member's request and expense, the College shall provide the Member with photocopies of any of these documents.

Upon receipt of a written request from a Member, a Notice of Discipline will be purged from the Member's personnel file (or, for a Notice of Informal Reprimand, from the School Leader's files) after a period of three years, provided that no further Notices pertaining to similar misconduct have been put on this file. If such a Notice of a recurrence of misconduct is on file, then the original notice will remain on file and may be removed only when or if the subsequent notice is removed.

Except where otherwise specified, all rights and provisions pertaining to the grievance procedure stipulated in Article 18 will apply to the following Notices of Discipline.

NOTICES OF DISCIPLINE

17.3 Informal Reprimand

If a School Leader determines that a Member's misconduct is not a recurrence of similar past misconduct (i.e., if no record of an Informal Reprimand pertaining to similar misconduct exists in the School Leader's files), he/she may meet with the Member and issue a Notice of Informal Reprimand, a copy of which will be kept in the files of the School Leader who issued it. This notice will identify

- the evidence of misconduct that gave rise to the reprimand, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action or timelines, if required, and
- the consequences for any future instance of this or similar misconduct.

The Member has the right to add a written comment to an Informal Reprimand. Once the Member has completed any required action, the School Leader will attach to the Informal Reprimand a note indicating this completion, a copy of which will be given to the Member.

A Notice of Informal Reprimand may not be grieved.

17.4 Formal Reprimand

If a School Leader determines that a Member's misconduct is a recurrence of similar past misconduct for which an Informal Reprimand exists in the School Leader's files, or if the School Leader determines that a disciplinary response more serious than an Informal Reprimand is warranted, he/she may meet with the Member and issue a Notice of Formal Reprimand, a copy of which will be kept in the Member's personnel file. The notice of this reprimand will identify

- the evidence of misconduct that gave rise to the reprimand, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action or timelines, if required, and
- the consequences for any future instance of this or similar misconduct.

The Member has the right to add a written comment to a Formal Reprimand. Once the Member has completed any required action, the School Leader will attach to the Formal Reprimand a note indicating this completion, a copy of which will be given to the Member.

17.5 Summary Suspension with Pay (Pending Investigation)

A School Leader may meet with a Member and issue him/her a Notice of Summary Suspension With Pay if

- he/she determines that student or staff safety calls for immediate removal of the Member from the College campus, or
- he/she determines that a serious instance of misconduct may have occurred and that the best interests of the College call for the immediate absence of the Member from campus and from all College-related responsibilities.

The suspension will begin on the day the Member is given the Notice of Summary Suspension with Pay and will last for a period of up to 30 calendar days. The President of the Association (or designate) must be present at the meeting where the Member is given the Notice of Summary Suspension with Pay.

The notice of this suspension will identify

- the reasons for the suspension (and the evidence or allegations on which they are based), and
- the duration of the suspension, and
- the course of action that the School Leader will be pursuing within the next 30 calendar days in order to determine the outcome of the suspension, and
- any conditions of the suspension (such as restricted off-campus access to email).

Before or at the expiration of the 30-day summary suspension, the School Leader will

- inform the Member in writing that the suspension is lifted and no further disciplinary action will be followed, or
- issue a Notice of Informal Reprimand, a Notice of Formal Reprimand, or a Notice of Disciplinary Suspension Without Pay as outlined in Articles 17.3, 17.4 and 17.6, or
- for a non-Continuous Member, issue a Notice of Dismissal with Just Cause, as per Article 17.6 below, or
- for a Continuous Member, issue a Notice of Dismissal with Just Cause as per Article 17.8 below, or

- extend the suspension, where such an extension contains a statement indicating what further action or investigation needs to be completed before the School Leader can engage in one of the above four resolutions of the suspension. The FARDC President must agree to any such extension.

During the suspension, the Member will engage in no College-related responsibilities and the Member may not be present on campus without receiving prior approval from the Head of Campus Security.

The summary suspension with pay is not grievable.

17.6 Disciplinary Suspension Without Pay

A School Leader may meet with the Member and issue a Notice of Disciplinary Suspension Without Pay if

- he/she determines that a Member's misconduct is a recurrence of the same or similar past misconduct for which a Formal Reprimand exists in the Member's personnel file (and only if this Formal Reprimand specifies Disciplinary Suspension Without Pay as a possible outcome for further misconduct), or
- if he/she determines that a disciplinary response more serious than an Informal or Formal Reprimand is warranted.

The President of the Association (or designate) must be present at this meeting. This suspension without pay may be for a period of up to 30 calendar days.

The notice of this suspension will identify

- the evidence of misconduct that gave rise to the suspension, and
- the duration of the suspension, and
- the action and timelines (if any) that the Member must engage in to address the misconduct, and
- the consequences for not meeting any such action and timelines, if required, and
- the consequences for any future instance of this or similar misconduct; in particular, the possibility of Dismissal must be specified, and
- any conditions of the suspension (such as restricted off-campus access to email)

The period of Disciplinary Suspension will commence on the day the Notice of Disciplinary Suspension Without Pay is hand-delivered to the Member.

If the Member grieves this Suspension and if the Suspension is for fewer than five calendar days, then the Member will be suspended and the Member's pay for the days of suspension will be withheld pending the outcome of the Grievance.

If the Member grieves this Suspension and if the Suspension is for five or more calendar days, then the Member will be suspended and the Member's pay for the days of suspension will not be withheld until and unless a Grievance Panel upholds the decision to suspend.

During the suspension (and even if the Member grieves the suspension), the Member will engage in no College-related responsibilities and the Member may not be present on campus without receiving prior approval from the Head of Campus Security.

At the expiration of the suspension, the Member will return to regular duties.

17.7 Dismissal with Just Cause of a Non-Continuous Member

A School Leader may meet with a Non-Continuous Member and issue him/her a Notice of Dismissal With Just Cause if the School Leader determines that the Member has engaged in

- a recurrence of the same or similar past misconduct for which a Notice of Formal Reprimand or Notice of Disciplinary Suspension Without Pay exists in the Member's personnel file (and only if this Notice specifies Dismissal with Just Cause as a possible outcome for further misconduct), or
- misconduct (or alleged misconduct) that triggered a Summary Suspension with Pay and that the School Leader has subsequently determined to warrant dismissal, or
- misconduct that warrants immediate dismissal

The Notice of Dismissal with Just Cause will identify the reasons for the dismissal and the evidence on which the reasons are based.

The President of the Association (or designate) must be present at the meeting at which the Member is given the Notice of Dismissal with Just Cause.

The dismissal will commence on the day the Notice of Dismissal with Just Cause is hand-delivered to the Member.

17.8 Dismissal with Just Cause of a Continuous Member

A School Leader may meet with a Continuous Member and issue him/her a Notice of Dismissal with Just Cause if the School Leader determines that the member has engaged in

- a recurrence of the same or similar past misconduct for which a Notice of Disciplinary Suspension Without Pay or, in unusual circumstances, a Notice of Formal Reprimand exists in the Member's personnel file (and only if this Notice specifies Dismissal with Just Cause as a possible outcome for further misconduct), or
- misconduct (or alleged misconduct) that triggered a Summary Suspension with Pay and that the School Leader has subsequently determined to warrant dismissal, or
- misconduct that warrants immediate dismissal, or
- unsuccessful attempts to remediate any failure to meet the professional expectations for Faculty at Red Deer College as stipulated in the Faculty Performance Policy.

The Notice of Dismissal with Just Cause will identify the reasons for the dismissal and the evidence on which the reasons are based. It will also specify the Member's right to appeal the Notice.

The President of the Association (or designate) must be present at the meeting at which the Member is given the Notice of Dismissal with Just Cause.

Upon receiving the Notice of Dismissal with Just Cause, the Member will be immediately suspended with pay. At some time within the next fifteen working days, the member must either

- inform the School Leader in writing that he/she has chosen to accept the Notice of Dismissal with Just Cause, in which case the dismissal will take place immediately, or
- inform the School Leader in writing that he/she has chosen to appeal the Notice of Dismissal with Just Cause. In this case, the Member will remain suspended with pay until the Chief Academic Officer informs the Member in writing of the decision reached in line with the provisions specified in 17.8.g below.

If the Member does not inform the School Leader of his/her choice between these two options within the fifteen working days, he/she will then be dismissed on the fifteenth day.

If the School Leader determines that student/staff safety or campus security may be compromised by the suspended Member's presence on campus, the School Leader may bar the suspended Member from campus unless the Member receives prior approval from the Head of Campus Security. Any such barring from campus without prior approval will continue to be in force even if the Member subsequently appeals the Notice of Dismissal with Just Cause.

If a Member who has received a Notice of Dismissal with Just Cause informs the School Leader within fifteen working days of his/her decision to appeal this Notice, the following process will apply:

- (a) The School Leader will, within two working days of receiving the Appeal, inform in writing the Chief Academic Officer and the President of the Association (or designate) that a Member is appealing a Notice of Dismissal with Just Cause.
- (b) Within three working days of receiving notice of an intention to appeal a Notice of Dismissal with Just Cause, the President of the Association (or designate) and the Chief Academic Officer will appoint by mutual agreement a Continuous Member to serve as non-voting Chair of the Dismissal Hearing Committee (DHC). If these two cannot reach mutual agreement within three working days, the Chief Academic Officer will then select a Chair from a list of three names provided by the President of the Association (or designate), this list to be provided within no more than four working days from receipt of the Appeal. The Chief Academic Officer will select the Chair within 24 hours of receiving the list.
- (c) Within five working days of receiving notice of an intention to appeal a Notice of Dismissal with Just Cause, the Chief Academic Officer and the President of the Association (or designate) will name their three members of the DHC.
- (d) The Chair will convene the DHC at the earliest possible time and no later than five working days after the membership of the DHC is finalized. The procedures to be followed by the DHC are outlined in Appendix C. This process will ensure that the Member is given a thorough and fair hearing, with the opportunity for representation by legal counsel.
- (e) After the hearing, the DHC will confer *in camera* in order to determine whether or not, in its judgment, the Appeal should be supported.
- (f) If the DHC reaches a majority decision to support or not support the Appeal, it will communicate this in writing to the respondent, the Chief Academic

Officer, and the President of the Association (or designate). This report will include a summary of the rationale on which the majority decision was based.

- (g) If the DHC does not reach a majority decision to support or not support the Appeal because of a tie vote, the DHC will communicate this outcome in writing to the respondent, the Chief Academic Officer, and the President of the Association (or designate). A tie vote indicates neither support nor non-support for the Appeal.
- (h) Normally, the DHC will communicate its findings as outlined in (f) or (g) above within 30 calendar days of the receipt of the Appeal, except where both FARDC and the College agree to an extension.
- (i) The Chief Academic Officer will make a final and non-grievable decision on whether or not to dismiss the respondent, or whether to impose an alternative disciplinary action. The Chief Academic Officer will convey this decision in writing to the respondent and the President of the Association (or designate). If the Member is dismissed, the dismissal will take effect on the day that the Chief Academic Officer presents his/her decision to the Member and the President of the Association (or designate).

ARTICLE 18 DISPUTE AND GRIEVANCE PROCEDURE

18.1 In the event that a dispute arises between the College and the Association or between the College and one or more Members regarding the interpretation, application, or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, the dispute shall be settled by way of the procedures set out below.

18.2 The following procedure applies to disputes between the College and the Association:

Step 1 The Association President shall act on behalf of the Association and the College President shall act on behalf of the College. The two shall meet and try to resolve the dispute through discussion. If the dispute is resolved to the satisfaction of both parties, no further action shall be taken. If the dispute is not resolved to the satisfaction of both parties, it becomes a grievance.

Step 2 The grievor must provide to the respondent a written statement specifying:

- (a) the nature of the grievance and the circumstances out of which it arose,
- (b) the remedy or relief sought, and
- (c) the section or sections of the Agreement alleged to have been violated.

The grievor must present this statement to the respondent within sixty calendar days of the act causing the grievance. The respondent shall make known his/her decision to the grievor within fourteen calendar days of receipt of the grievance. Failure to reply within fourteen calendar days shall result in the awarding to the grievor of the remedy or relief sought.

Step 3 If the reply in Step 2 is unsatisfactory to the grievor, he/she may then submit the grievance to arbitration within seven calendar days of receipt of the reply. If the grievor fails to pursue such action within these seven days, the grievance will be terminated and may not be re-initiated.

18.3 The following procedure applies to disputes between a Member or Members and the College:

Step 1 If both parties agree, they shall try to resolve the dispute by means of informal dispute resolution.

Step 2 If the dispute is not resolved to the satisfaction of both parties in Step 1, the Association President and the College President shall seek to resolve the dispute through discussion. If the dispute is resolved to the satisfaction of the Association President and the College President, no further action shall be taken, and the party or parties who initiated the dispute shall have no further recourse to action. If the dispute is not resolved to the satisfaction of the Association President and the College President, then it becomes a grievance between the Association and the College, and Steps 2 to 3 outlined in 18.2 shall apply.

- 18.4**
- (a) The submission to arbitration shall be made by the party requiring arbitration by notifying the other party, in writing, of its desire to submit the grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within seven calendar days of receipt, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within seven calendar days of the appointment of the second of them, appoint a third person who shall act as the Chairperson.
 - (b) If the recipient of the notice fails to name an appointee within the time limit under subsection (a) above, then either party may make an application for appointment of an arbitration board under the provisions of the *Labour Relations Code*.
 - (c) As an alternative to (a) and (b) above, and if the two parties agree, the arbitration may be by single arbitrator selected by agreement of the parties. If the parties cannot agree on a single arbitrator within sixty (60) calendar days of the decision to have a single arbitrator, then either party may apply for the appointment of a single arbitrator under the provisions of the *Labour Relations Code*.
 - (d) The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing which shall be final and binding upon the parties. The Chairperson must inform the two parties of the Board's decision within forty-five calendar days of the hearing, and the final written report must be sent to the two parties within ninety calendar days of the hearing. The decision of a majority is the Award of the Arbitration Board but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the Award of the Board.
 - (e) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the Chairperson.

- (f) The Arbitration Board, by its decision, shall not alter, amend or change in any way the terms of the Collective Agreement.

ARTICLE 19 CONTINUOUS PART-TIME MEMBERS

19.1 Continuous Part-Time Status

Upon approval of the School Leader of an Application (as hereinafter defined) of a Continuous Member, as hereinafter provided for, a Continuous Member may become employed by the College on a Part-Time basis and thereby have the status of a Continuous Part-Time Member.

19.2 Pro-Rata Application

Unless otherwise provided for in this Collective Agreement or unless the context otherwise requires, the provisions of this Collective Agreement shall be read and interpreted in respect to any particular Continuous Part-Time Member pro rata, based on the percentage workload which that particular Continuous Part-Time Member is then working.

19.3 Application Procedure

A Continuous Member who wishes to be employed by the College in any particular Term or in any given fiscal year on a Part-Time basis shall apply in writing to the School Leader not less than 180 calendar days prior to the date of commencement of the relevant Term (in this Article 19 referred to as the "Application"). The Application shall:

- (a) specify the workload which the Continuous Member is seeking as a Continuous Part-Time Member which shall not be less than 50% of the workload established as a full workload for that instruction position;
- (b) specify the time period for which Continuous Part-Time status is being sought.

19.4 Approval or Non-Approval

The School Leader shall notify the Continuous Member not less than 60 calendar days prior to the commencement of the relevant Term of the following:

- (a) whether or not the Application was approved;
- (b) if approved, the period of time for which the Continuous Part-Time status will be in effect;
- (c) the percentage of full workload which was approved including teaching and non-teaching responsibilities;
- (d) salary and vacation entitlements resulting from the Continuous Part-Time status.

19.5 Renewal

Should the Continuous Member wish to renew his/her status as a Continuous Part-Time Member, the Continuous Member may from time to time, submit further Applications as contemplated in Article 19.3 above.

19.6 Expiration of Continuous Part-Time Status

Upon the expiration of the Term or time period approved by the School Leader from time to time, the Member's status as a Continuous Part-Time Member shall be concluded at which time the Continuous Member shall resume his or her full workload.

19.7 Reassignment

Upon the expiration of the Continuous Part-Time status, if for any of the reasons listed in Article 9.1 (Reassignment) a full workload does not exist in the Continuous Member's position, the Continuous Member shall be entitled to rely upon the provisions of Article 9 (Reassignment) as if he or she had not had the status of Continuous Part-Time.

19.8 Continuous Member's Election

(a) In the event that the provisions of Article 19.7 above are applicable, and provided that:

- (i) there exists a workload in the Continuous Member's employment position which is equal to or greater than 50% of the full workload; and
- (ii) an Application for Continuous Part-Time status pursuant to Article 19.3 above is approved

the Continuous Member may elect to remain as a Continuous Part-Time Member, and in that event, he or she shall forego the provisions of Article 19.7 and 9 (Reassignment).

(b) In the event that:

- (i) the Continuous Member remains as a Continuous Part-Time Member as contemplated in 19.8(a) above; and
- (ii) the workload in that Continuous Member's employment position falls below 50% of a full workload;

the Continuous Member shall be entitled to rely upon the provisions of Article 9 (Reassignment); however, the notice provisions of Article 9.4 (and payment in lieu thereof) shall be pro-rated to the percentage of workload that the Continuous Member had as a Continuous Part-Time Member.

19.9 Salary

(a) The Continuous Part-Time Member shall be paid a salary, which is equal to a percentage of the grid salary commensurate with the percentage of full workload, which he/she is working as a Continuous Part-Time Member.

- (b) The Continuous Part-Time Member shall be eligible for advancement of Step as contemplated in Article 10.7(a) (Advancement of Step) provided that the year of service shall be calculated on the basis of percentage of workload which he/she works as a Continuous Part-Time Member.
- (c) A Continuous Part-Time Member shall not be paid over-load payments as contemplated in Article 8.2.5 (Overload Pay for Full-time Instructors). In the event that the Continuous Part-Time Member is required to instruct a percentage of the full workload which is greater than that which was approved under Article 19.4, the percentage of full workload will be increased accordingly and the salary paid will be adjusted accordingly.

19.10 Benefits and Insurance

- (a) Provided the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits provided for in Article 11 (Benefits). The College's contributions to premiums shall be pro-rated to the percentage of full workload, which the Continuous Part-Time Member is working.
- (b) For purposes of clarity, the Continuous Part-Time Member shall be an insured under Article 11.7 (Liability Insurance for all Members).
- (c) Provided that the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits of those insurance provisions contemplated in Articles 11 (a) through (f) (Life Insurance, Disability Insurance etc.) inclusive. The College's contributions to the premiums as contemplated therein shall be pro-rated to the percentage of the full workload, which the Continuous Part-Time Member is working.
- (d) The Continuous Part-Time Member's pensionable service and benefits thereunder shall accrue in accordance with the regulations of the Local Authorities Pension Plan.

19.11 Vacations

The Continuous Part-Time Member shall be entitled to vacations and holidays as contemplated in Article 12 (Vacations) however salary during vacation days shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working (e.g. A continuous part-time Member working 0.60 of a full workload would accrue 45 vacation days at 0.60 of the base annual salary that the Member would receive if working a full workload).

19.12 Leaves of Absence

- (a) The Continuous Part-Time Member shall be entitled to the leave benefits contemplated in Article 13 (Leaves) excepting out the leave contemplated in Article 13.7 (Deferred Salary Leave).
- (b) Where the Continuous Part-Time Member takes a leave and he/she is entitled to be paid while on leave, the amount of payment shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member was working immediately prior to the commencement of the leave.

19.13 Professional Development

- (a) For the purpose of clarity, the calculation of the College's contribution to the Professional Development Committee as provided for in Article 14.1 (Professional Development) shall include the pro-rated salaries of Continuous Part-Time Members.
- (b) A Continuous Part-Time Member that resumes working a full workload (and thereby ceases to be a Continuous Part-Time Member) shall receive credit for years of service (pro-rata to the percentage of full workload which he/she worked as a Continuous Part-Time Member) for the purpose of determining eligibility for Sabbatical Leave.

19.14 Tuition Free Classes

A Continuous Part-Time Member shall be entitled to the full benefits contemplated in Article 15 (Tuition Free Classes).

19.15 Sessional Ratio

In the calculation of the ratio specified in Article 7.1 (Sessional Ratio) a Continuous Part-Time Member shall be counted as a Continuous Member.

APPENDIX “A” – CONTINUOUS APPOINTMENT APPEAL PROCESS

DEFINITIONS:

Continuous Appointment Appeal Committee: Will be composed of two senior academic administrators appointed by the President and two Continuous Members who shall be appointed by the Faculty Association and shall be drawn from current and former members of the Faculty Association’s Professional Standards Committee. The Members of the Continuous Appointment Appeal Committee shall not have been Members of the original Continuous Appointment Committee and will be without bias.

Appellant: a Probationary Member who is not offered a Continuous Appointment.

Respondent: the Chief Academic Officer of Red Deer College.

PROCEDURES:

1. To initiate action, the Appellant shall submit a written Request for Appeal to the President within 10 working days of notification of the continuous appointment decision. If this Request is not submitted within the specified time, the right of appeal is deemed to have been forfeited. The Appellant shall include in the Request reason(s) why he/she believes an appeal is warranted.
2. The President shall within 5 working days of the receipt of the Request appoint two senior academic administrators; one of whom shall be named Chairperson and request that the Faculty Association appoint two Continuous Members (either current or former members) from the Faculty Performance Committee. Within 5 working days of his/her appointment, the Chairperson will convene a Continuous Appointment Appeal Committee (CAAC) and send each Member of the committee a copy of the Chief Academic Officer's letter denying the Appellant continuous appointment and the Appellant's Request for Appeal. The Appellant shall be notified when the CAAC has been convened.
3. Within 5 working days of notification, the Appellant shall provide to the CAAC and the Respondent as much information as he/she deems to be necessary to support the appeal. (The Appellant must provide copies of this information to all individuals and/or groups cited in the appeal.) Upon receipt of the Appellant's information and within 5 working days, the Respondent may provide written information to the CAAC and the Appellant. Within this same time frame, meetings between 1. the Appellant and the CAAC and, 2. the Respondent and the CAAC may be arranged at the request of any or all parties
4. After reviewing the information provided by the Appellant and, if applicable, the Respondent, and at the conclusion of all requested meetings, the CAAC will decide within 5 working days if the appeal should be investigated further based on the grounds of the appeal.
 - (a) If the CAAC believes that Appellant's case lacks merit, then the CAAC will recommend to the President that the denial of the Appellant's Continuous Appointment be upheld.
 - (b) If the CAAC believes that the appeal should be further examined, it may seek information relevant to the grounds of the appeal from the Appellant, the Respondent, or the Continuous Appointment Committee involved. In reviewing this information, the CAAC may seek verification from others. The CAAC shall

have the authority to establish criteria and process for the purpose of evaluating the appeal and shall use such criteria and process to determine the validity of the Continuous appointment decision. The criteria and process shall apply to that appeal only.

5.
 - (a) The CAAC should conclude its deliberations as expeditiously as possible and in not more than 45 working days after receipt of the Request for Appeal by the College President.
 - (b) After considering all the evidence brought forward, the CAAC shall make a recommendation in favour of or against the Continuous Appointment decision and forward its recommendation to the College President.
 - (c) If the Committee is unable to render a majority recommendation, the Chairperson will advise the College President that the Committee could not render a majority decision. The Chairperson will also advise the College President of the reasons / inability of the Committee to reach a decision and the Committee's recommendation considering the evidence.
6. After making the decision, the College President shall notify the Appellant in writing within five working days of receiving the recommendation from the CAAC. This decision is non-grievable.
7. Article 6.2 will continue to apply should a decision be taken to extend the probation of a Member for any period of time as a result of the Continuous Appointment Appeal process.

NOTE: If under the circumstances, an extension of any specified period of time is agreed to by the CAAC, the Chairperson of the Committee shall inform all parties of the delay and the proposed new timelines. The Chairperson shall similarly continue to inform all parties should additional extensions be required. This Note does not apply to the 45 day maximum noted in #5 above.

8. In the event the decision of the original Continuous Appointment Committee is upheld, the effective date of the termination will coincide with the date of the written communication from the President to inform the Appellant of the decision from the CAAC.

APPENDIX “B” - SUB Plan

Supplemental Unemployment Benefit (Sub) Plan

- A. All eligible Red Deer College Employees who have been employed by the College for a Continuous period of at least 12 months are covered by the plan.
- B. The plan is to supplement the Employment Insurance (EI) benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
 - (1) Employees must prove that they have applied for, and are in receipt of, employment insurance benefits under the plan.
 - (2) SUB is payable for a period during which an Employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two week EI waiting period.
- D.
 - (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
 - (2) The combined weekly rate of the EI benefit and SUB payments will not exceed 95% of Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of 15 weeks.
- F.
 - (1) The plan is financed by Red Deer College's general revenues.
 - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer College will inform Employment and Social Development Canada in writing of any changes to the plan within 30 calendar days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

APPENDIX “C” - DISMISSAL HEARING COMMITTEE PROCEDURAL PRINCIPLES

With respect to the proceedings of the Dismissal Hearing Committee constituted under the FARDC/Board Collective Agreement, it is hereby agreed between the parties that the following principles will be adhered to:

1. The Dismissal Hearing Committee is constituted under Article 17 of the FARDC/College Collective Agreement, and its makeup is established in the “Definitions” section of the Agreement.
2. The Committee’s authority to make recommendations and the authority of the College to act or not act upon those recommendations is set out in Article 17.8(e) through (g).
3. Under Article 17.8 (d) and (h), timelines are stipulated for the hearing date and for the forwarding of a recommendation to the Chief Academic Officer.
4. Reasonable adjournments of the hearing may be granted by the Committee as long as those adjournments are not expected to interfere with the Committee’s communicating their support or non-support of the Appeal to the Chief Academic Officer within thirty calendar days of receipt of the Appeal as set out in Article 17.8 (h). Reasonable adjournments beyond the thirty calendar days specified in Article 17.8 (h) may be made only by agreement between FARDC and the College.
5. The hearing shall be limited to the Member’s Appeal of a specific Notice of Dismissal With Just Cause and the grounds contained therein.
6. The Committee Chair will provide the other Committee members with a copy of the Notice of Dismissal With Just Cause as well as the Appellant’s Letter of Appeal.
7. The intent is to conduct a fair and transparent hearing with the opportunity for all affected parties to be present.
8. In all the work of the Committee, principles of fair play shall apply, and members of the Committee shall approach the hearing with open minds, a willingness to consider all the evidence, and an ability to be persuaded.
9. The Committee must conduct a review of the grounds and hear the defense of the member.
10. The hearing will be limited to members of the committee and committee support persons, the Member and his/her declared support person(s), relevant members of Administration and their declared support person(s) and those directly involved in providing evidence.
11. The Member in presenting his/her Appeal may do so with the assistance of legal counsel.
12. The College in presenting its case may do so with the assistance of legal counsel.
13. The parties jointly may submit an Agreed Statement of Facts.
14. The Dismissal Hearing Committee, in conducting the hearing, may do so with the assistance of legal counsel, to advise on issues of process and fairness.
15. The Committee may wish to have a recording secretary in attendance to make a summary or written record.
16. Committee members may take notes which will be considered transitory documents under FOIPP legislation and shall be disposed of at the conclusion of the proceedings.
17. Opening and closing statements by legal counsel or either party will be allowed.
18. Witnesses may be called by either party, and these witnesses may be questioned by the parties, the Committee members, or legal counsel.
19. Parties shall endeavor to provide lists of witnesses to the other party and the Chair in advance of the hearing.
20. During the hearing, Committee members may ask questions of either party and of any witness.
21. The Committee may choose to have witnesses take an oath.
22. The proceedings of the hearing shall be under the direction of the Committee Chair and the Committee. The acceptance and consideration of evidence will be ruled on by the Committee.

23. After hearing the evidence, the Committee will attempt to reach a majority decision to support or not support the Appeal as per Articles 17.8 (e) and (f).
24. The Committee shall give written reasons for any recommendation it makes and shall issue this recommendation to the Chief Academic Officer and the Appellant.
25. The Chair of the Dismissal Hearing Committee, as indicated in the "Definitions" section of the Collective Agreement, is non-voting with respect to the recommendation to support or not support the Notice of Dismissal With Just Cause, even in the case of a tie vote. However, the Chair has a tie-breaking vote with respect to issues of process.
26. During the deliberations of the Dismissal Hearing Committee, the Chair may not advance arguments or opinions on the merits of the Appeal, but may make such comments and questions as he or she deems fit in order to manage the process and ensure a full and fair discussion of the issues and facts.
27. In the event of a tie vote with respect to support or non-support of the Notice of Dismissal With Just Cause, the Committee will communicate to the Chief Academic Officer that it is unable to make a recommendation.
28. As per Articles 17.8 (f) and (g), when either a recommendation or a letter indicating that the Committee cannot make a recommendation has gone forward to the Chief Academic Officer, the Committee will be deemed to have concluded its work.
29. If a written record is kept as per point 15 (above), one copy shall be provided to the President of FARDC and another copy shall be kept on file in Human Resources.

LETTER OF UNDERSTANDING - ALBERTA HEALTH CARE PREMIUMS

Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College

With respect to Article 11.1 (a) of the FARDC Collective Agreement, it is hereby agreed between the parties that the College's Share of the Alberta Health Care premiums for faculty members shall be invested in a Health Spending Account.

The College's share of the Alberta Health Care premiums shall be calculated as the total premiums paid on behalf of eligible members (the College's 75% premiums share) for the calendar year 2008.

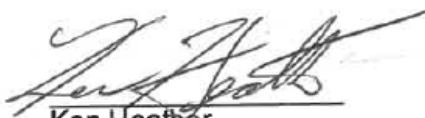
Red Deer College will deposit \$250.00 per benefit eligible faculty members in the Health Spending Account effective July 1, 2010.

Effective July 1, 2015, Red Deer College will deposit \$500 per benefit eligible faculty members in the Health Spending Account.

Should Alberta Health Care premiums or any other form of premium, program or tax be introduced by the Government of Alberta ["new premium"] that creates a cost for health care to FARDC members, then the language and intent of 11.1 (a) will apply. [If the amount of the new premium is less than the old premium, the Health Spending Account payment by the college shall continue, but with the payment lowered to the difference between the old premium and the new premium.] The ongoing existence of the Health Spending Account may be discussed in future Collective Agreement negotiations.


Mara-Lee Moroz
Chair, College Negotiations Team


Date


Ken Heather
President, FARDC


Date

LETTER OF UNDERSTANDING – LIABILITY INSURANCE COVERAGE FOR SESSIONAL AND PART-TIME FACULTY ENGAGING IN PROFESSIONAL DEVELOPMENT ACTIVITIES FOLLOWING THE EXPIRY OF THEIR PAID EMPLOYMENT

Letter of Understanding
Between
Faculty Association of Red Deer College
And
Red Deer College

RE: Liability Insurance Coverage For Sessional And Part-Time Faculty Engaging In Professional Development Activities Following The Expiry Of Their Paid Employment

This Letter of Understanding acknowledges that the College has responsibility to provide liability insurance coverage for its employees particularly when engaged in approved off-campus activities.

In order to provide this coverage to sessional and part-time faculty members who are engaging in approved professional development activities following the expiry of their paid employment contract, the College agrees to issue unpaid employment contracts to these affected faculty members for the duration of their approved professional development activity. This practice will commence February 1, 2013 as the College does not wish to amend any existing employment contract letters.

For new sessional and part-time employment contracts, they will include a statement similar to the following:


“To provide you with appropriate liability insurance coverage, this end date shall be extended where you are approved to engage in professional development activities. This extension does not increase the compensation of this contract.”

A review of this practice will occur by June 30, 2019 to determine whether this practice will continue through the agreement via a Letter of Understanding or recommendation to be included in the main body of the Collective Agreement.


This Letter of Understanding shall be in effect until June 30, 2019.



Mara-Lee Moroz
Chair, College Negotiations Team



Date



Ken Heather
President, FARDC



Date

LETTER OF UNDERSTANDING
Between
Faculty Association of Red Deer College
And
Red Deer College

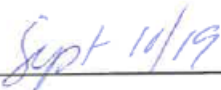
RE: Dual Credit Programming

The purpose of this agreement is to provide opportunities for high school students to begin their college education by taking first year college courses that will be recognized for academic credit at RDC as well as to attract high school students to programs at RDC. This letter of understanding confirms that, for the duration of this Collective Agreement, the Faculty Association of Red Deer College (FARDC) and Red Deer College agree to the following terms related to the teaching of dual credit courses at high schools:

1. Priority will be given to RDC instructors to instruct RDC credit and non-credit courses, but if an RDC instructor is not available, course curricula may be provided to a qualified Alberta Teachers' Association (ATA) member, employed by the receiving School District, to deliver under the supervision of the Associate Dean responsible for the program.
2. Article 10 (Salaries) of the RDC/FARDC Collective Agreement does not apply because RDC would not pay a part-time salary normally paid to an instructor. The instructor would be teaching a course as part of his/her normal teaching workload at the approved high school, and would be receiving his/her normal salary.
3. Because dual credit courses are typically integrated into an approved high school course, the School Districts' and ATA's policies relating to teacher rights and responsibilities would apply.
4. The instructor would not be designated a member of the Faculty Association of Red Deer College (FARDC), and therefore FARDC fees and associated benefits, such as professional development funds, would not apply.



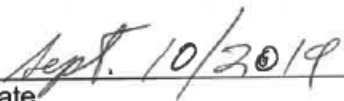
Mara-Lee Moroz
Director, Human Resources



Date



Ken Heather,
President, FARDC



Date