

**COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF GOVERNORS OF LETHBRIDGE  
COLLEGE**

**And**

**THE LETHBRIDGE COLLEGE  
FACULTY ASSOCIATION**

**JULY 1, 2020 – JUNE 30, 2024**

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# 1 DEFINITIONS

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

- 1.1 **"Position"** means the collection of specific duties and tasks assigned to a Faculty Member (Employee).
- 1.2 **"Employee"**, "Staff Member" or "Faculty Member" is an individual employed by the College in an academic Position designated by the Board in one of the following classifications:
  - 1.2.1 **"Continuing Full-Time Employee"** is a full-time Employee in a continuing Position and has completed the two (2)-year probationary period;
  - 1.2.2 **"Continuing Part-Time Employee"** is a part-time Employee in a continuing Position working between fifty (50) to ninety (90) per cent of a full-time instructional load and has completed the two (2)-year probationary period. Each Continuing Part-Time employee will be advised prior to July 1 each year of any change in the percentage for that academic year;
  - 1.2.3 **"Term Certain Employee"** is a full-time or part-time Employee contracted for a specified term. Each Term Certain Employee will be advised prior to July 1 each year of any change in the percentage for that academic year.
  - 1.2.4 **"Probationary Employee"** is a full-time or part-time Employee in a continuing Position that has not completed probation;
  - 1.2.5 **"Sessional Employee"** is a part-time Employee in a non-continuing position paid on a per course basis and who works fifty (50) per cent or less of a full-time instructional load, as per **Article 13.3**:
    - 1.2.5.1 Subject to **Article 6 "Termination or Redundancy of Faculty Member"**, a Position and/or an Employee may be reclassified between Sessional and Term Certain during an academic year.
- 1.3 **"Administrator"** for each academic Program Cluster shall mean one of:
  - 1.3.1 Appropriate Vice-President; or
  - 1.3.2 Dean or designate; or
  - 1.3.3 Another academic person (not within the scope of this agreement) designated by the College President, in writing, to the President of the Faculty Association.
- 1.4 **"Board"** shall mean the Board of Governors of Lethbridge College or its designee;
- 1.5 **"Collective Agreement"** shall mean the terms and provisions of this Agreement and any amendments agreed to in accordance with Article 20 of this Agreement;

- 1.6 "College" shall mean the Lethbridge College and where the context requires, the Board of Governors of Lethbridge College;
- 1.7 "Faculty Association" or "LCFA" shall mean the Faculty Association as established or continued under Section 85 of the Post-Secondary Learning Act;
- 1.8 "Instructional Load" shall mean student/Faculty contact each week, which includes instructional hours, lab hours and tutorial hours.
- 1.9 "Instructional Term" means a period of time in which a major unit of instruction is delivered. The College Academic Year is divided in terms whose normal lengths are:
- |             |                            |
|-------------|----------------------------|
| Summer Term | July through August        |
| Fall Term   | September through December |
| Winter Term | January through April      |
| Spring Term | May through June           |
- 1.10 "Program Cluster" is defined as an academic unit consisting of a group of academic programs or services under the direction of an Administrator;
- 1.11 "Working Day" shall mean any day on which the College is open to the public except for Saturdays, Sundays or general holidays listed in Article 16.6 "General Holidays".
- 1.12 "Academic Year" The period of July 1 to June 30 every year.

## 2 GENERAL CONDITIONS

- 2.1 This Collective Agreement shall be applied to all Academic Employees and shall supersede any previous agreement or Board policy affecting conditions of employment. Where there is a conflict between the provisions of this Collective Agreement and Board policy, the Agreement shall govern. The term Faculty Member or Employee shall include Counselors and Learning Assistant Specialists except where otherwise provided.
- 2.2 Any policies proposed by the Board during the life of this Collective Agreement which alter the conditions of employment agreed to herein shall be referred to the Lethbridge College Faculty Association. Such proposed policies will be implemented only when agreed to by both parties.
- 2.3 The headings are to be included as part of the Agreement.
- 2.4 DISCLOSURE OF PERSONAL INFORMATION (F.O.I.P.P.)

- 2.4.1** Access to information subject to the Freedom of Information and Protection of Privacy Act, the President of the College agrees to allow electronic or hard-copy access to only the personal information of Faculty Members contained in the College's management information system that is necessary for the purposes of carrying out the functions of the LCFA. The information provided to the LCFA by the College will consist of the following information regarding each Faculty Member:
- 2.4.1.1** first and last name,
  - 2.4.1.2** mailing address,
  - 2.4.1.3** classification,
  - 2.4.1.4** centre or program to which the Staff Member is assigned,
  - 2.4.1.5** salary grid placement,
  - 2.4.1.6** employment start and stop dates,
  - 2.4.1.7** home telephone number, and
  - 2.4.1.8** email address.
- 2.4.2** The above information will be provided on an annual basis by the College to the LCFA during the month of July. Changes to personal information and information regarding new hires, reassignment, changes in workloads and terminations will be provided to the LCFA within ten (10) working days after the first calendar day of each month.
- 2.4.3** The College shall provide to the LCFA a copy of all letters of appointment for each Faculty Member and this information will be sent to the LCFA at the same time it is issued to the Faculty Member.
- 2.4.4** The LCFA will use the information obtained from the College only for the following purposes:
- 2.4.4.1** managing and administering the Association's programs and activities; and
  - 2.4.4.2** sharing aggregated personal information with Alberta Colleges and Institutes Faculty Association (ACIFA).
- 2.4.5 Protection of Personal Information**
- 2.4.5.1** Disclosure of personal information obtained from the College will only take place when individual consent has been obtained in writing.
  - 2.4.5.2** The LCFA will protect personal information from unauthorized access, use or disclosure by the Staff, agents or contractors under the direct control of the LCFA.
  - 2.4.5.3** The LCFA will maintain personal information obtained through this section in a secure manner.

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

### **3 FACULTY ASSOCIATION MEMBERSHIP AND RECOGNITION**

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

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

## **4 SELECTION OF FACULTY**

### **4.1 THE SELECTION COMMITTEE**

#### **4.1.1 MANDATE**

- 4.1.1.1** All continuing vacant positions covered by this agreement shall be posted for a minimum of seven (7) days.
- 4.1.1.2** The Selection Committee (Committee) operates in an advisory capacity only to the Administrator responsible for the hiring. The Committee shall interview and recommend the candidate who is best qualified for a position or may recommend that none of the candidates are qualified or suitable for the position.
- 4.1.1.3** The Committee may be asked for input regarding academic qualifications, experience, subject matter expertise and the initial placement on the salary grid as per Article 12.
- 4.1.1.4** The Committee may also review other prior service of the applicant and may recommend a reduction of the probationary period when recommending continuing faculty.

#### **4.1.2 COMPOSITION OF THE SELECTION COMMITTEE FOR HIRING CONTINUING FACULTY**

- 4.1.2.1** Each selection Committee shall consist of at least four (4) persons:
- 4.1.2.1.1** The Administrator responsible for the recommended Faculty Member being employed or an alternate Administrator designated by the Administrator responsible;
- 4.1.2.1.2** The most senior Administrator in Human Resources or designee;
- 4.1.2.1.3** The Chair or other Faculty Member responsible for coordination

of the program or academic area within which the recommended Faculty Member is to be employed; and

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

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

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

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

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

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

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

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

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

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

#### **4.2 SALARY BEYOND NORMAL PLACEMENT**

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

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

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

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

#### **4.3 INITIAL APPOINTMENT: PROBATIONARY PERIOD FOR CONTINUING FACULTY**



- 4.3.1 The Administrator responsible for the hiring will consider the recommendation of the Selection Committee for initial appointment.
- 4.3.2 Initial appointment shall be for a probationary period of two (2) years from date of employment in a continuing position unless otherwise reduced by the Selection Committee as per Article 4.1.1.3.
- 4.3.3 Human Resources shall provide each successful applicant with a copy of the Collective Agreement in hard copy or access to an electronic copy. This information will be included with the offer of employment. The offer of employment will direct the successful applicant's attention to the section of the Collective Agreement that describes the evaluation of training and experience as per Article 12.
- 4.3.4 Where a Probationary Employee's employment is interrupted for a period of one (1) month or longer because of sick leave, parental leave or any other approved leave of absence, the probationary period shall be extended by the equivalent number of assignable days as are missed during such periods of absence.

#### **4.4 CONTINUING APPOINTMENT**

- 4.4.1 A Faculty Member who has not been given or received notice under Article 6, Termination or Redundancy of Faculty Members, will be granted continuing appointment on the completion of the probationary period.
- 4.4.2 Where a Faculty Member is appointed to a continuing Position, the full-time equivalency of his/her prior service shall be recognized as service in the continuing Position for the purposes of this Section, for Section 6.3, "Redundancy of a Continuing Employee" and for Section 17.0, "Faculty Professional Development."
- 4.4.3 All Continuing Full-Time and Continuing Part-Time Faculty Members appointed shall be subject to the requirements outlined under Section 17.9, "Instructor Certification Program," of this Agreement.

#### **4.5 REVIEW OF SALARY GRID PLACEMENT**

- 4.5.1 The Selection Committee that made the recommendation to hire will be reconvened if the Faculty Member requests a review of the salary grid placement.
- 4.5.2 The Faculty Member must submit a written request for a review within three (3) months from the date at which the Faculty Member receives their appointment letter. In default of this timeline, the salary placement is not reviewable.
- 4.5.3 As a result of this review, the Selection Committee may recommend a salary grid adjustment to the Vice President (VP) Academic.
- 4.5.4 The Selection Committee recommendation to the VP Academic shall not be subject to grievance under Article 8 "Grievance Procedure."

## **5 CONVERSION TO CONTINUING FULL-TIME STATUS**

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

## **6 TERMINATION OF EMPLOYMENT**

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

These categories of Faculty Members may terminate employment by:

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

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

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

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

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

- 6.3.1** Where redundancy is determined in a Program Cluster having more than one (1) continuing Position, the following considerations will be taken into account:
  - 6.3.1.1** The ability, qualifications and experience of the incumbents to these Positions within the Program Cluster as related to the work which remains to be done;
  - 6.3.1.2** The evaluation of incumbent's Performance Appraisal Summaries which have accumulated over the years;

- 6.3.1.3** The incumbent having the least amount of seniority shall be considered redundant providing other things are relatively equal in regard to considerations of Sub-Sections 6.3.1.1 through 6.3.1.2; or
- 6.3.1.4** A more senior Faculty Member may volunteer to be declared redundant in the place of the less senior incumbent who would otherwise be declared redundant. If the College approves, that more senior Faculty Member will be declared redundant and will receive the special compensation payment under Sub-Section 6.3.4.1.
- 6.3.2** When a Continuing Full-Time Academic Employee is determined to be redundant by the Administrator to whom the Employee reports, the Vice-President Academic, if in agreement, shall send a written recommendation, with reasons, to the College President declaring the Faculty Member redundant. In making a recommendation to the College President, the Vice-President Academic shall consider opportunities across the institution for the retention and/or reassignment of the Faculty Member. A copy of this recommendation will be forwarded to the President of the Faculty Association.
- 6.3.3** If the College President finds the Position to be redundant, the College President shall recommend the redundancy to the Board, whose decision will be final.
- 6.3.4** If the Board finds the Academic Position to be redundant, the Board shall give the incumbent ninety (90) days written notice or equivalent pay in lieu of termination of employment.
- 6.3.4.1** A Faculty Member terminated in this fashion whose salary is funded under the base budget of the College, shall receive a special compensation payment equal to one (1) month's salary for each year of continuous service as a Faculty Member, to a maximum of one (1) year's salary and a minimum of three (3) months' salary.
- 6.3.4.2** Where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed, then the provisions of Sub-Section 6.3.4.1 shall not apply and the Faculty Member shall be entitled to a special compensation payment equal to:
- 6.3.4.2.1** One (1) month's salary for each year of continuous service as a Faculty Member to a maximum of \$17,000; or
- 6.3.4.2.2** Three (3) months' salary, whichever is greater, except where a Faculty Member is terminated as a result of the cessation of special project or ad hoc funding for the program to which the Faculty Member is appointed the provisions of sub-section 6.3.4.1 shall apply, provided the Faculty Member has completed five (5) years of continuous service.

- 6.3.5** The College shall provide the Association a list which shall set out, effective July 1 each year which Positions are, in the opinion of the Board, subject to the special project or ad hoc funding for the purpose of Sub-Section 6.3.4.2.
- 6.3.6** An individual declared redundant under Sub-Section 6.3.3 shall be recalled to any vacant Position or offered any available work for which the individual has the ability, experience and qualification to perform the required duties. This right of recall shall exist for a twelve (12)-month period from the effective date of redundancy.
- 6.3.7** An individual who has received a special compensation payment under the provisions of sub-section 6.3.4.1 or 6.3.4.2 above and subsequently is reappointed to a Continuing Position, shall reimburse to the College an amount equal to the amount of the special compensation payment received, less the amount he/she would have received as salary during the period between termination and rehire.
- 6.3.8** Where a Faculty Member has reimbursed the College any monies under this Section, he/she shall be credited with continuous service from his/her original date of hire for the purposes of Sub-Section 6.3.4.
- 6.3.9** In declaring redundancy within a given Program Cluster, the following shall be the sequence for terminating Employees by Position: Sessional, Term Certain, Probationary Continuing Part-Time, Probationary Continuing Full-Time, Continuing Part-Time and Continuing Full-Time. The redundancy is subject to the condition that the Staff Member(s) who are retained are qualified and capable of fulfilling the duties remaining.
- 6.3.10** The Employee declared redundant shall endeavour to obtain an alternate Position in another program cluster through consultation with the College and by applying for available vacancies.

## 7 APPLICATION OF AGREEMENT

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

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

## 8 GRIEVANCE PROCEDURE

### 8.1 GUIDELINES

8.1.1 The Board recognizes the Faculty Association as the official representative of any Faculty Member who asks for its assistance in processing a grievance as set forth in Sub-Section 8.1.2.

**8.1.2** A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement including any question as to whether the difference is arbitral.

## **8.2 TIME LIMITS**

**8.2.1** If the Grievor(s) fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.

**8.2.2** If the recipient(s) of the grievance fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.

**8.2.3** The time limits may be extended by mutual agreement in writing.

**8.2.4** "Days", wherever referred to in this section, shall mean working days.

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

## **8.4 LEVEL I**

**8.4.1** The Level I Grievance Officer shall be the VP Academic or designee.

**8.4.2** The Faculty Association and a Faculty Member or group of Faculty Members, shall submit to the VP Academic, a written statement of the grievance within thirty (30) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.

**8.4.3** The grievance must be signed by the Faculty Member(s) and the Faculty Association representative and shall contain:

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

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

**8.4.3.3** The particulars of the remedy sought.

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

## **8.5 LEVEL II**

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

- 8.5.2 The Faculty Association, if not satisfied with the reply at Level I, shall within fifteen (15) days of receipt of that decision, submit the grievance in writing to the College President.
- 8.5.3 The Level II Grievance Officer shall meet with all parties that are subject to the grievance, which includes the grievor(s), the Faculty Association representative, management and the most senior Human Resources Administrator, or designee, within fifteen (15) days of receipt of the grievance and shall render a written decision within fifteen (15) days of receipt of the grievance.
- 8.5.4 Under no circumstance will the designees for Level II be the same as for Level I for the same grievance.

## **8.6 LEVEL III: ARBITRATION**

- 8.6.1 The notice of desire to submit the difference to arbitration must be filed within fifteen (15) days of receipt of the decision at Level II.
- 8.6.2 The notice shall contain a statement of the difference and notify the other party in writing of its desire to submit difference to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- 8.6.3 The recipient of the notice shall, within five (5) days of receipt of such notice, inform the other party of the name of its appointee to the Arbitration Board.
- 8.6.4 The two (2) appointees so selected shall, within fifteen (15) days of the second appointment, appoint a mutually acceptable third person who will serve as the Chairman.
- 8.6.5 If the two (2) appointees fail to agree upon a Chairman, the appointment shall be made through Mediation Services from the appropriate government ministry, upon the application of either party upon three (3) clear days' notice to the other.
- 8.6.6 After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:
  - 8.6.6.1 Request the attendance of any witness it deems necessary;
  - 8.6.6.2 Keep a record of the proceedings;
  - 8.6.6.3 Request access to any documents or other materials relating to the dispute;



- 8.6.6.4 Correct any typographical error or omission in the Agreement or any previous award; and
    - 8.6.6.5 Make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.
  - 8.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairman.
  - 8.8 The Arbitration Board, by its decision, shall not alter, amend or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.
  - 8.9 Where a Faculty Member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty Member and pay to him/her a sum equal to his/her salary loss by reason of his/her suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.
- 8.10 MEDIATION OPTION PRIOR TO LEVEL III**
  - 8.10.1 During the fifteen (15) day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
  - 8.10.2 The party to whom the notice is given has seven (7) days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
  - 8.10.3 The two (2) parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request an appointment through Mediation Services from the appropriate government ministry.
  - 8.10.4 Upon the appointment of a Mediator, the Director of Mediation Services shall notify the Board and the Faculty Association accordingly.
  - 8.10.5 The parties agree to share equally the fees and expenses of the Mediator unless the parties and Mediator otherwise agree.
  - 8.10.6 The Mediator shall, in such manner as he/she sees fit, without delay, enquire into the dispute and endeavor to resolve it by:
    - 8.10.6.1 Hearing representations from the parties;
    - 8.10.6.2 Mediating between the parties; and
    - 8.10.6.3 Encouraging the parties to resolve the grievance.
  - 8.10.7 The Mediator will provide the parties with a report outlining the basis of settlement. The Mediator's recommended settlement shall be without prejudice.

- 8.10.8 The mediation process shall conclude with one of the following options:
  - 8.10.8.1 Settlement of the grievance according to terms agreed by the parties during the mediation process; or
  - 8.10.8.2 A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- 8.10.9 If no settlement is reached at mediation, the fifteen (15) days to refer a grievance to Level III will commence from the date the mediation is concluded.

## **9 DISCIPLINE**

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

## **10 EVALUATION AND DEVELOPMENT OF FACULTY MEMBERS**

- 10.1 **EVALUATION HAS TWO (2) PURPOSES:**
  - 10.1.1 To give the Faculty Members feedback on their performance; and
  - 10.1.2 To provide direction and support for Faculty professional development that will enhance the Members' capabilities.
- 10.2 **GENERAL PROVISIONS**
  - 10.2.1 On one (1) working-days' notice, or less if mutually agreed upon, a Faculty Member may be visited in the learning area by the Administrator.
  - 10.2.2 The Administrator responsible for the supervision of the Faculty Member shall review the results of each evaluation with the individual in a timely manner.

10.2.3 If a development opportunity is identified during the evaluation process the Faculty Member shall be given opportunity to address it.

10.2.4 If a Faculty Member holds more than one (1) classification, the evaluation process will be based on the highest classification of the Faculty Member.

### **10.3 PROCEDURES FOR SESSIONAL EMPLOYEES**

10.3.1 The Faculty Member's performance will be monitored throughout each instructional term, with a written summary to be completed at least, at the end of each instructional term. After three (3) years continuous service, evaluation will be completed annually.

10.3.2 The Administrator or designee will conduct classroom observations and provide a summary of the sessional Faculty Member's performance in the program.

### **10.4 PROCEDURE FOR FACULTY MEMBERS ON PROBATION AND TERM CERTAIN EMPLOYEES WITH LESS THAN TWO (2) YEARS OF SERVICE**

10.4.1 The performance of each Faculty Member on probation and Term Certain with less than two (2) years, will be monitored by their Administrator throughout each instructional term with a written summary to be completed at least at the end of each instructional term.

10.4.2 The Instructor Performance Appraisal Summary, including the signature and comments of both the Administrator and the Faculty Member, shall be placed in the Member's personnel file.

10.4.3 The Administrator will conduct classroom observations. The Administrator will provide a summary of performance in the program for Probationary Faculty Members and Term Certain with less than two (2) years performance in the program.

### **10.5 PROCEDURE FOR CONTINUING FULL-TIME AND CONTINUING PART-TIME EMPLOYEES**

10.5.1 Each Continuing Full-Time and Continuing Part-Time Employee will be evaluated at least every third year by their Administrator.

10.5.2 The Administrator may conduct a classroom observation of any courses being offered by the Faculty Member in the evaluation year.

## **11 PROFESSIONAL STANDARDS COMMITTEE**

### **11.1 Mandate**

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

### **11.2 Membership**

The membership of the PSC shall be as follows:

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

### **11.3 PROCEDURES**

The PSC shall determine and make available its own procedure.

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

### **11.4 FUNCTIONS**

The PSC shall:

- 11.4.1 recommend on considerations in accordance with Section 12.5, "Additional Training";
  - 11.4.2 recommend to the Senior Academic Officer appropriate action for any complaint in regard to the workload of the Instructor.
  - 11.4.3 All recommendations of PSC shall be considered after meaningful consultation between PSC and the Senior Academic Officer. The results of that consultation will be final.
- 11.5 Unless stated otherwise in this Agreement, this committee shall meet upon the written request of any Faculty Member within seven (7) days of receipt of such request, for the purposes set out in Section 11.4.

## **12 REMUNERATION FOR FACULTY MEMBERS**

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

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

12.1.2 The following is the annual salary grid including vacation pay effective July 1, 2020 – March 31, 2023:

Level	B	C	D	E	F	G
1	56,350	59,701	64,463	69,632	72,670	75,708
2	58,946	62,348	67,192	72,414	75,446	78,482
3	61,540	64,993	69,923	75,189	78,225	81,259
4	64,138	67,641	72,656	77,968	81,001	84,039
5	66,735	70,288	75,385	80,746	83,778	86,812
6	69,331	72,936	78,114	83,524	86,553	89,587
7	71,928	75,583	80,848	86,301	89,331	92,362
8	74,523	78,229	83,575	89,078	92,109	95,138
9	77,120	80,878	86,308	91,855	94,885	97,913
10	79,715	83,525	89,037	94,634	97,662	100,692
11	82,312	86,171	91,767	97,410	100,440	103,467
12	84,907	88,819	94,499	100,190	103,217	106,241
13	87,501	91,467	97,231	102,969	105,996	109,016
14	90,096	94,114	99,963	105,752	108,772	111,790

12.1.3 The following are annual salary grids including vacation pay effective April 1, 2023 – November 30, 2023: 1.25% added to grid:

**April 1, 2023**

Level	B	C	D	E	G
3	62,309	65,805	70,797	76,129	82,275
4	64,940	68,487	73,564	78,943	85,089
5	67,569	71,167	76,327	81,755	87,897
6	70,198	73,848	79,090	84,568	90,707
7	72,827	76,528	81,859	87,380	93,517
8	75,455	79,207	84,620	90,191	96,327
9	78,084	81,889	87,387	93,003	99,137
10	80,711	84,569	90,150	95,817	101,951
11	83,341	87,248	92,914	98,628	104,760
12	85,968	89,929	95,680	101,442	107,569
13	88,595	92,610	98,446	104,256	110,379
14	91,222	95,290	101,213	107,074	113,187

12.1.4 The following are annual salary grids including vacation pay effective December 1, 2023 – June 30, 2024: 1.5% added to grid:

December 1,  
2023

Level	B	C	D	E	G
3	63,244	66,792	71,859	77,271	83,509
4	65,914	69,514	74,668	80,127	86,366
5	68,583	72,234	77,472	82,982	89,216
6	71,251	74,955	80,277	85,837	92,067
7	73,920	77,676	83,086	88,690	94,919
8	76,586	80,395	85,889	91,544	97,772
9	79,255	83,117	88,698	94,398	100,624
10	81,922	85,838	91,502	97,254	103,480
11	84,591	88,557	94,308	100,107	106,332
12	87,258	91,278	97,115	102,964	109,183
13	89,924	93,999	99,923	105,820	112,034
14	92,591	96,720	102,731	108,680	114,885

\*Grids may need adjusting in April 2024 if gainsharing is achieved: 0.5% retroactive to December 1, 2023 based on GDP as per the definition below.

An additional 0.5% increase retroactive to December 1, 2023, payable in the February 2024 or March 2024 pay period, subject to the following “Gain Sharing Formula.”

- Gain Sharing Formula: Alberta’s 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the “Average of all Private Forecasts for Alberta’s Real GDP” for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the sixth month of Year 4 of the agreement (i.e., December 1, 2023).
- “Average of all Private Forecasts for Alberta’s Real GDP” for 2023 Calendar year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions:
  - Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank
- The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

**12.2 SALARY GRIDS: SESSIONAL EMPLOYEES**

**12.2.1** The following are hourly grids for Sessional Faculty Members inclusive of holiday pay effective July 1, 2020 – March 31, 2023:

		Sessional Rates per Hour		
		A	C	E
Level		Less than 4 years training	4 years Training	6 years Training
1	Minimum	73.20	87.32	98.06
2	After 3 terms	77.03	91.37	102.32
3	After 6 terms	80.83	95.41	106.57
4	After 9 terms	84.65	99.45	110.81
5	After 12 terms	88.43	103.52	115.03
6	After 15 terms	92.25	107.59	119.28

**12.2.2** The following are annual salary grids including vacation pay effective April 1, 2023 – June 30, 2023:

**April 1, 2023**

		Sessional Rates per Hour		
		A	C	E
Level		Less than 4 years training	4 Years Training	6 years Training
1	minimum	74.12	88.41	99.29
2	3 terms	77.99	92.51	103.60
3	6 terms	81.84	96.60	107.90
4	9 terms	85.71	100.69	112.20
5	12 terms	89.54	104.81	116.47
6	15 terms	93.40	108.93	120.77

**12.2.3** The following is the grid for **Sessional Faculty Members** inclusive of holiday pay effective July 1, 2020 – March 31, 2023:

		Sessional Rates per course based on an instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	Minimum	1,170	1,400
2	After 3 terms	1,230	1,460
3	After 6 terms	1,290	1,525
4	After 9 terms	1,350	1,590
5	After 12 terms	1,415	1,655
6	After 15 terms	1,475	1,720

**12.2.4** The following are annual salary grids including vacation pay effective April 1, 2023 – November 30, 2023: 1.25% added to the grid:

		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,185	1,418
2	After 3 terms	1,245	1,478
3	After 6 terms	1,306	1,544
4	After 9 terms	1,367	1,610
5	After 12 terms	1,433	1,676
6	After 15 terms	1,493	1,742

**12.2.5** The following are annual salary grids including vacation pay effective December 1, 2023 – June 30, 2024: 1.5% added to the grid:



		Sessional Rates per course based on instructional load of one hour	
		A	B
Level		Less than 4 years of training/education	4 years or more training/education
1	minimum	1,204	1,439
2	After 3 terms	1,264	1,500
3	After 6 terms	1,326	1,567
4	After 9 terms	1,388	1,634
5	After 12 terms	1,454	1,701
6	After 15 terms	1,515	1,768

\*Grids may need adjusting in April 2024 if gainsharing is achieved: 0.5% retroactive to December 1, 2023 based on GDP as per the definition above.

- 12.2.5.1 An annual allowance for faculty whose primary position is **Sessional** and who are not provided any technology or equipment shall receive \$150 each contracted term for technology and incidentals.
- 12.2.5.2 Not less than one-week notice of course cancellation will be provided. If not provided, the college will pay the Sessional instructor ten (10) percent of the employment contract for course preparation time.
- 12.2.5.3 Instructors whose primary position is as a Sessional:
  - a. Instructors currently placed on E4, E5, and E6 of the sessional grid and have been instructing continuously, without missing an academic year, will be grandfathered until June 30, 2023. Effective July 1, 2023, all sessional instructors will be compensated on a per course basis as shown in grid 12.2.4.
  - b. When assignments are in blocks of hours (trades), the hours will be divided by the traditional 16-week term and the result multiplied by the appropriate sessional rate on the grid.
- 12.2.5.4 There is an expectation that an equivalent number of hours are worked outside of course instruction time.
- 12.2.5.5 Full-time, part-time and term certain faculty members may perform additional work beyond their annual workload hours of 540, 576, 649 or 700 and will be compensated according to the sessional grid in effect at the time.

**12.3 SALARY PLACEMENT**

- 12.3.1** All new Continuing, Probationary, Continuing Part-Time and Term Certain Employees will be placed on the appropriate salary grid as per Section 12.1, based on their academic training and experience as determined by sub-sections 12.3.4, 12.3.5, 12.3.6 and 12.3.7 below.
- 12.3.2** All new Faculty Members instructing as a Sessional Employee will be placed on the appropriate salary grid as per Section 12.2, based on their academic training and experience as determined by sub-sections 12.3.5, 12.3.6 and 12.3.7 below and their initial placement will be at Level 1.
- 12.3.3** The Courses offered under the “Instructor Certification Program” will be recognized as post-secondary training.
- 12.3.4** Experience
- 12.3.4.1** Salary placement above Level 7 will not be acceptable except under special circumstances. In such circumstances, the Selection and Evaluation Committee may recommend placement in excess of Level 7 to the Vice President Academic.
- 12.3.4.2** Recommendations concerning initial salary placement will take into consideration at least the following:
- 12.3.4.2.1** relevance and category of previous work experience;
- 12.3.4.2.2** length of professional experience where progression has occurred; and
- 12.3.4.2.3** present salary category and employment market considerations.
- 12.3.5** Training - Academic Employees category definitions (non-Trades)
- 12.3.5.1** Category B: less than four (4) years of training
- 12.3.5.2** Category C: four (4)-year University degree; or equivalent four (4) years training
- 12.3.5.3** Category D: four (4)-year University degree; or equivalent four (4) years training plus one (1) additional year of relevant university studies or its equivalent; five (5) years training, two (2) of which must be from a university
- 12.3.5.4** Category E: earned Master’s degree; equivalent to a minimum of four (4) year undergraduate degree plus two (2) years of graduate study; or two (2) undergraduate degrees plus one (1) year of graduate study
- 12.3.5.5** Category G: earned Doctorate
- 12.3.6** Training - Category definitions for Academic Employees instructing in Trades programs having a base workload of 649 hours
- 12.3.6.1** Category B: Journeyman certificate or Journeyman certificate plus one (1) additional year of training
- 12.3.6.2** Category C: Journeyman certificate plus two (2) additional years of training

- 12.3.6.3 Category D: Journeyperson certificate plus three (3) additional years of training
- 12.3.6.4 Category E: an earned Master's degree
- 12.3.6.5 Category G: earned Doctorate
- 12.3.6.6 Each additional Journeyperson certificate will equal one (1) year of training

#### 12.3.7 Training – General Criteria

- 12.3.7.1 All post-secondary training, diplomas and degrees must be from institutions acceptable to the College.
- 12.3.7.2 Training to be recognized must be in a discipline related to the Staff Member's duties.
- 12.3.7.3 Where an instructor presents more than one (1) program of preparation for evaluation and the content of one (1) overlaps the content of another as determined by the Selection and Evaluation Committee, the common part shall not be counted twice.
- 12.3.7.4 Accreditation by the Canadian Professional Associations may be accepted as equivalent to a specified category of training. The Selection and Evaluation Committee may make recommendations on equivalency issues and will consider membership in Professional Associations outside Canada where there is no similar Canadian Association.
- 12.3.7.5 Evaluation of Training is based on the following:
  - 12.3.7.5.1 one (1)-Year Graduate Study – four (4) full courses per year, 24 semester hours per year 36 quarter hours per year; or
  - 12.3.7.5.2 one (1)-Year Undergraduate Study – five (5) full courses per year, 30 semester hours per year 45 quarter hours per year; or
  - 12.3.7.5.3 one (1) full Academic year at a College or Technical institute equals one (1) year of training.
  - 12.3.7.5.4 Where none of the above apply, one (1) year of study equals 400 classroom contact hours will only apply up to category D.
- 12.3.7.6 Short Courses – Courses meeting criteria below will be considered:
  - 12.3.7.6.1 Short courses can be accumulated for salary purposes to a maximum of one (1) year (i.e., courses which are not part of a recognized degree, diploma or certificate program).
  - 12.3.7.6.2 Short courses may not be accumulated or credited for salary purposes after category (C) has been reached. On initial appointment, university, college and similar course work will be credited first and short courses will then be considered, if the placement is below Category (C).
  - 12.3.7.6.3 Short courses of at least three (3) full instructional days or 21

instructional hours will be considered for salary purposes, but not necessarily accepted.

- 12.3.7.6.4** Any short courses to be accepted for evaluation must have supporting documentation i.e., transcript, completion certificate, attendance statement hours, etc.
- 12.3.7.6.5** Short courses to be considered must have been offered by an acceptable educational, teaching, trade, or professional organization.
- 12.3.7.6.6** Short courses must be directly related to the nature of the individual's instructional role and the content must be currently applicable and up to date. Short courses taken more than five (5) years prior, will not qualify.
- 12.3.7.6.7** Short courses successfully completed under the college Instructor Certification Program will be-evaluated for salary purposes on the same basis as university courses.
- 12.3.7.6.8** Only short courses which are at an advanced category relative to previous training and which provide the Instructor with knowledge or skills which represent training progression will be considered.

#### **12.4 INCREMENT**

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

**12.5 ADDITIONAL TRAINING** - Additional training obtained after initial placement shall earn for the Faculty Member transfer to the appropriate higher category at the same level of the grid, effective the first of the following month from the date of presentation by the Faculty Member of acceptable proof of such training and subject to confirmation by the Human Resources office. Such adjustments will be made to the normal monthly salary payments and will not be determined under Section 12.6, "Salary Adjustments." The additional qualification must be gained at a recognized institution and must be in a discipline related to the duties of the Faculty Member as determined by the Human Resources Office. Where a Faculty Member disputes a determination by the Human Resources office, they may appeal to the Selection and Evaluation Committee.

**12.6 SALARY ADJUSTMENTS FOR PROBATIONARY, CONTINUING FULL-TIME, TERM CERTAIN AND CONTINUING PART-TIME EMPLOYEES**

**12.6.1** Sub-sections 12.6.2, 12.6.3, 12.6.4, and 12.6.5 apply only to Continuing Part-Time, Probationary, Term Certain and Continuing Full-Time Employees.

**12.6.2** In view of the provision under Section 12.1, "Salary Grids" which spreads salary payment over the full twelve (12) months of the academic year, salary actually paid and salary earned are in balance only at the end of each academic year. Therefore, the salary calculations outlined in this section shall be used to determine any salary over payment, underpayment or new category of payment.

**12.6.3** When the Faculty Member will not complete the required weeks of assignable service specified in Article 14, "Academic Year" Sections 14.1 and 14.2, by virtue of:

**12.6.3.1** Termination;

**12.6.3.2** Leave of absence without pay;

**12.6.3.3** Assisted leave on reduced pay; or

**12.6.3.4** For any other reason including Long Term Disability. The only exception under Section 16.1, "Sick Leave."

**12.6.4** The following calculations will be used to determine the amount which is owing to the Faculty Member or to the College:

**12.6.4.1** In respect of Faculty Members required to provide 38 weeks of assigned service.

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

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

**12.6.4.2** In respect of Faculty Members required to provide 43 weeks of assigned service.

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

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

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

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

**12.6.6.1** In respect of a Faculty Member required to provide 38 weeks of assigned service.

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

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

**12.6.6.2** In respect of a Faculty Member required to provide 43 weeks of assigned service.

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

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

**12.7 CALCULATION OF EXTRA REMUNERATION FOR FACULTY MEMBERS**

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

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

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

Where AS = annual salary and yearly workload hours = 540, 576, 649 or 700 as applicable.

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

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

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

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

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

## **12.8 REMUNERATION FOR CHAIRS**

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

## 13 WORKLOAD

- 13.1** The Administrator in consultation with all Faculty Members in a specific program, shall be responsible for the assignment of the workload within the program. Sections 13.2, 13.3 and 13.4 will not apply to Counselors or Learning Assistant Specialists.
- 13.2** All full-time Faculty are assigned to work a total of 1330 hours as per the Workload Model. Instructors' workloads consist of responsibilities identified in the four (4) major workload categories including: Instructional Responsibilities; Institutional/Discipline; Professional Development; and, Applied Research.
- 13.3** The Administrator of the program, in assigning individual workloads, shall ensure that the overall average of the Faculty Member's instructional workload is typically 540 or 576 hours in the academic year, with the exception of Trades which shall be 649 hours in the academic year, and with the exception of Faculty Members whose primary responsibility is clinical supervision in the Nursing Program which shall be 700 hours in the academic year.
- 13.4** All new Faculty will be expected to complete the orientation and Instructional Skills Workshop (ISW) prior to commencement of classes. In the event the instructor is not able, he/she will take it at the next available offering.
- 13.5** Assignable work will include instructional workload as described in Sections 13.2 and 13.3 above, teaching preparation, program and course development, special projects, college committees and other related activities which are assumed as professional responsibilities by the Faculty Member or may be assigned by the Administrator.
- 13.6** Should any dispute arise concerning whether or not an overload or underload situation does exist, the dispute shall be submitted to the Professional Standards Committee (Article 11) for study and recommendation to the Senior Academic Administrator who will be charged with the responsibility of determining whether an underload or overload condition exists and will further be charged with the responsibility for remedying such underload or overload.
- 13.7 COUNSELORS** – The Administrator shall be responsible to assign the hours of work for Members who are counseling staff. The assigned hours shall not exceed an average of 35 hours per week over the contractual weeks of assignable time.
- 13.8 DAILY HOURS OF WORK** - Unless voluntarily agreed by the Faculty Member, no Faculty shall be assigned a teaching schedule spanning more than nine (9) hours in a day.



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

## **14 ACADEMIC YEAR**

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

## **15 BENEFITS FOR FACULTY MEMBERS**

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

- 15.1.1** The College will pay 100 percent of the Group Life Insurance (current maximum is \$300,000) Accidental Death and Dismemberment premiums and Extended Health Care premiums for Continuing Full-Time and Probationary Employees.
- 15.1.2** The College will pay 80 percent of the Dental plan premiums for Continuing Full-Time and Probationary Employees.

- 15.1.3** The College will pay a proportional percent of the premium costs contained in sub-sections 15.1.1 and 15.1.2 for Continuing Part-Time Employees. The College proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 15.1.1 and 15.1.2.
- 15.1.4** Group Life/AD&D 100% × percent instructional workload
- 15.1.5** Extended Health 100% × percent instructional workload
- 15.1.6** Dental 80% × percent instructional workload
- 15.1.7** Continuing Full-Time, Continuing Part-Time and Probationary Employees will pay 100 percent of the cost of Long-Term Disability premiums.
- 15.1.8** All benefit eligible continuing Employees will be eligible for an annual Flexible Spending Account (FSA).
- The annual FSA includes a health and/or wellness option. The College will allocate \$750 per college year per Employee participating in the Plan. The FSA for Part-time Employees is \$375. There will be a one (1)-year carry forward of unused credits.
- 15.2 TERM CERTAIN EMPLOYEES** – The College shall pay the following portions of the premium costs of benefit plans applicable to Term Certain Employees hired for a term of six (6) months or more. Terms less than six (6) months will be paid an amount equal to the Employer's cost in lieu of benefits.
- 15.2.1** Group Life/AD&D 75%
- 15.2.2** Extended Health 75%
- 15.2.3** Dental 80%
- 15.3** The College and all Continuing Full-Time, Continuing Part-Time and Probationary Employees shall participate in the Local Authorities Pension Plan or its equivalent.
- 15.4** Term Certain Employees hired for a term of two (2) years or more may opt to participate in the Local Authorities Pension Plan (LAPP). Eligibility and participation subject to LAPP regulations.
- 15.5** The College will provide the Faculty Association with a copy of each insurance policy referred to in this section, as well as any amendments as they become effective.
- 15.6** Changes to coverage by either party must be mutually agreeable.

## **16 LEAVES FOR FACULTY MEMBERS**

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

**16.1.1** Normal salary will be paid for a maximum of 105 calendar days per year to Academic Employees who are unable to continue their duties because of illness.

**16.1.2** Copy of the Short-Term Disability Plan (available via intranet) shall be made available to all Academic Employees.

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

**16.1.4** If so required by the Human Resources office, an Academic Employee shall present a certificate from a qualified medical practitioner when he/she is absent on account of illness for a period of five (5) or more consecutive working days.

### **16.2 UNASSISTED LEAVES**

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

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

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

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

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

**16.2.6** An Employee on unassisted leave may resign his/her Position with the College by providing a minimum of ninety (90) calendar days notice in writing prior to the end of the unassisted leave.

**16.3 PARENTAL LEAVE-** Subject to all the conditions of this Agreement, a Faculty Member shall be granted parental leave for a maximum of one (1) year under the following conditions:

**16.3.1** The Faculty Member concerned shall apply for parental leave:

**16.3.1.1** in the case of the impending birth of the Staff Member's child, not less than three (3) months before the expected date of confinement; or

**16.3.1.2** in the case of an impending adoption of a child by the Staff Member, forthwith upon the Staff Member's receipt of notification of approval as a potential adoptive parent.

**16.3.2** Parental leave shall be effective from:

**16.3.2.1** in the case of childbirth, not less than one (1) month prior to the expected date of confinement; or

**16.3.2.2** in the case of adoption, the date the Staff Member is required to take custody of the child; or

**16.3.2.3** a date mutually agreed.

**16.3.3** Parental leave shall terminate not earlier than:

**16.3.3.1** in the case of childbirth, not less than three (3) months after the term of the pregnancy; or

**16.3.3.2** in the case of adoption, not less than three (3) months after the commencement of the leave; or

**16.3.3.3** a date mutually agreed.

**16.3.4** A Faculty Member on parental leave shall provide the Dean at least three (3) months' notice of intention to return to Faculty duties; however, the College is under no obligation to accept the return of the Faculty Member to Faculty duties except at the beginning of the instructional term next following the date of notice of intention to return.

**16.3.5** Parental leave shall be without pay or cumulative sick leave allowances; however, Faculty Members may be eligible for benefits in accordance with the College's Supplementary Unemployment Benefits plan. Parental Leave will not be counted for the granting of increments; however, the term of parental leave shall be considered in calculating seniority for the provisions of Article 6, "Termination or Redundancy of Faculty Member," and Article 17, "Faculty Professional Development."

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

## **17 FACULTY PROFESSIONAL DEVELOPMENT**

### **17.1 GENERAL PROVISIONS**

#### **17.1.1 Allocation of Fund**

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

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

#### **17.1.2 Reallocation of Unused Funds:**

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

Funds will be redistributed in this order of priority:

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

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

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

#### **17.1.3 Ongoing Development:**

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

**17.1.4 Criterial for Approval:**

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

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

**17.2 THE FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE (FPDC)**

**17.2.1 Mandate:**

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

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

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

**17.2.2 Membership in the FPDC shall be as follows:**

**17.2.2.1** Three (3) Faculty Members normally chosen from the ranks of Continuing Full-Time Academic Staff, appointed by the Faculty Association.

**17.2.2.2** Three (3) Administrators appointed by the College President or designate.

**17.2.2.3** The Chair shall be one (1) of the three (3) Administrators. In the event of a tied vote, the Chair shall have a second deciding vote.

**17.3 SABBATICAL LEAVE**

- 17.3.1 Definition:** Approved absence from regular duties to pursue further education and to undertake significant extended professional development initiatives. The purpose of sabbatical leave is to foster professional development for Faculty Members through long-term projects, ones which offer significant benefit to the College.
- 17.3.2 Eligibility:** Continuing Full-Time or Continuing Part-Time Faculty Members will become eligible to apply for leave after three (3) full years or equivalent hours service, if the work in the Centre can be carried on satisfactorily in their absence. Sabbatical leaves are granted on a competitive basis.
- 17.3.3 Length:** Leaves may be for either six (6) months or twelve (12) months beginning either July 1 or January 1.
- 17.3.4 Application:** Application for leave for the following academic year must be made to the Chair of the FPDC by October 15 or March 15.
- 17.3.5 Remuneration:** Remuneration for leave shall be 80 per cent of current salary plus 80 per cent of tuition and books. While on Sabbatical Leave, a Faculty Member is eligible for individual PD funding, equivalent to the same level he/she would have been eligible for if not on sabbatical.
- 17.3.5.1** Calculation for leave will be based on the salary rate grid in effect at the time leave is taken.
- 17.3.5.2** Faculty Members on Sabbatical Leave will be eligible for an increment in the usual manner.
- 17.3.5.3** The salary cost (not including benefits) paid to the Faculty Member on leave will be charged against the Sabbatical Leave Fund.
- 17.3.6 Benefits:** Both the College and the Faculty Member will continue to pay for their portions of benefits as outlined in Article 15.
- 17.3.7 Obligations during Sabbatical:**
- 17.3.7.1** Faculty Members who are granted sabbatical leaves are required to create a work plan and at the sabbatical midpoint, provide a Sabbatical report outlining progress of work.
- 17.3.7.2** Where appropriate and mutually agreeable, in consultation with the Dean or designee, Faculty Members who are granted Sabbatical Leave may be required to participate in Institutional/Discipline Service activities as outlined in the Instructor Role Description.
- 17.3.7.3** If a Faculty Member does not make satisfactory progress towards achieving the work plan for which they received an approved sabbatical, he/she shall refund to the College an amount equal to the salary received plus the employer-paid benefit costs paid for the portion of the leave for which progress has not been achieved as outlined in the work plan.



**17.3.8 Obligations after Sabbatical:**

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

**17.4 PROFESSIONAL EXPERIENCE LEAVE**

- 17.4.1 Definition:** Approved full- or part-time absence from regular duties to work and/or conduct research in business and industry or other relevant organizations.
- 17.4.2 Eligibility:** Continuing Full-Time or Continuing Part-Time Faculty Members will become eligible to apply for leave after three (3) full years or equivalent hours of service, if the work in the Centre can be carried on satisfactorily in their absence.
- 17.4.3 Length:** Leaves may be for either six (6) or twelve (12) months July 1 or January 1.
- 17.4.4 Application:** Application for leave must be made to the Chair of the FPDC and received on or before the deadlines specified in the Faculty Professional Development Handbook.
- 17.4.5 Remuneration:**
- 17.4.5.1** All external income earned while on professional leave will be paid directly to the College and the Faculty Member will continue on the College payroll.
- 17.4.5.2 Where income from the Faculty Member's external employment is less than 20 percent of College salary:** The Faculty Member will be paid 80 percent of his/her regular College salary through the FPDC plus the amount paid to the College by the external employer.

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

**17.4.5.4 Where the income to the College from the Faculty Member's outside employment exceeds the Faculty Member's College salary:** Faculty Members will be paid their regular College salary. The difference between the amount paid by the external employer and the amount of the Member's College salary, will be paid to the Faculty Member at the end of the approved leave and the FPDC will not contribute any funds to the Faculty Member's salary.

**17.4.5.5** Faculty on Professional Experience Leave will be eligible for an increment in the usual manner.

**17.4.6 Benefits:** The Faculty Member will continue to receive his/her benefit package. Both the College and the Faculty Member will continue to pay the full amount of their portions of benefits as outlined in Article 15.

#### **17.4.7 Obligations after Professional Experience Leave**

**17.4.7.1** Faculty Members who are granted professional experience leaves are obliged to render service to the College, upon return from leave, for a period of four (4) times the period of the leave multiplied by the percentage of annual salary paid by the FPDC.

**17.4.7.2** Except in instances of redundancy or dismissal, if the Faculty Member leaves of his/her own accord without rendering the required amount of costs paid for the portion of the leave for which return service was not rendered, he/she shall refund to the College an amount equal to the salary received from the FPDC for the portion of leave for which return service was not rendered plus the employer-paid benefit.

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

### **17.5 LONG-TERM ONGOING SPECIAL PROJECTS**

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

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

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

**17.5.4 Obligations after completing on-going special projects:**

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

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

**17.6 SHORT-TERM SPECIAL PROJECTS/ACTIVITIES**

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

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

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

**17.6.4 Obligations after completing short-term special projects:**

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

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

**17.7 INDIVIDUAL PROFESSIONAL DEVELOPMENT ACCOUNTS**

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

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

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

## **17.8 PROFESSIONAL DEVELOPMENT FUNDING FOR SESSIONAL AND TERM CERTAIN FACULTY**

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

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

**17.8.3 Eligibility:** Sessional and Term Certain Faculty Members

## **17.9 INSTRUCTOR CERTIFICATION PROGRAM (ICP)**

### **17.9.1 Eligibility:**

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

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

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

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

## **17.10 OTHER PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

**17.10.1 Internal Workshops, Sessions, Presentations and Seminars:** Professional Development workshops, sessions, presentations, seminars and courses coordinated by the Centre for Teaching, Learning and Innovation shall be open to all Faculty Members.

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

- 17.10.2.1 Courses accessible to Faculty Members shall include any credit courses.
- 17.10.2.2 Courses selected by the Faculty Member must have space available. The course offering must be viable without the presence of the Faculty Member(s) and the inclusion of the Faculty Member(s) must not bring enrolments over the stated quota for the course.
- 17.10.2.3 A course designed for and purchased by a specific outside organization will be excluded.

## **18 EARLY RETIREMENT INCENTIVE**

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

## **19 TEMPORARY ADMINISTRATIVE APPOINTMENTS**

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

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

## **20 MODIFICATION OF AGREEMENT**

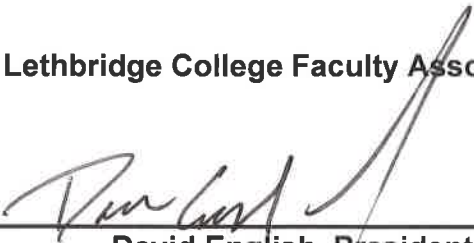
This Agreement shall take effect July 1, 2020, remain in full force and effect until June 30, 2024 and thereafter until a new Agreement has been reached between the parties.

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

ASSENTED TO this 8 day of March A.D. 2023

Lethbridge College Faculty Association

The Board of Governors of Lethbridge College

  
\_\_\_\_\_  
David English, President


  
\_\_\_\_\_  
Board Chair


  
\_\_\_\_\_  
Ryan Kaupp, VP Negotiations and Welfare

  
\_\_\_\_\_  
President and CEO

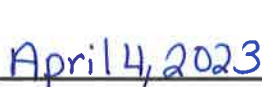
  
\_\_\_\_\_  
Negotiations Committee Member

  
\_\_\_\_\_  
Chair, Negotiations

  
\_\_\_\_\_  
Mike Mayo, Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## 21 APPENDIX “A” INSTRUCTOR CERTIFICATION PROGRAM

### A.1 Requirements and Administration

- A.1.1 Probationary, Continuing Full-Time and Continuing Part-Time Faculty Members commencing employment are required to complete the Instructor Certification Program (ICP) as prescribed within five (5) years from the date of employment.
- A.1.2 Prior Learning Credit (PLC) may be granted in view of previous training or experience. Instructors must complete the PLC process for each course.
- A.1.3 A minimum of six (6) credits will be offered each year.
- A.1.4 Courses offered by any accredited institution may be deemed as suitable alternatives to courses described in this program.
- A.1.5 All Faculty Members required to complete the program must complete a minimum of three (3) credits each year with the exception of their first year of employment at the College.
- A.1.6 Progress will be reviewed and noted annually as of June 30 each year.
  - A.1.6.1 All Faculty Members who do not complete the program within the time frame outlined in Section A.1.1 or who do not progress at the minimum rate described in sub-section A.1.5 shall have their salary frozen.
  - A.1.6.2 When progress has caught up to the minimum required, the restrictions referred to in Section A.1.6 shall be withdrawn and normal salary progression shall be resumed.
  - A.1.6.3 Failure to comply in a timely manner may result in termination.
- A.1.7 When progress in completing the program is interrupted by Article 16.1 Sick Leave or Article 16.2 Unassisted Leave, the prescribed progress will be suspended until the Faculty Member returns to work.

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



**LETTER OF UNDERSTANDING**

Between

**Lethbridge College Faculty Association**

And

**The Board of Governors of Lethbridge College**

1. The Distance Learning Compensation Model (DLCM) applies only to instructors who are designated, that is who are members of the Lethbridge College Faculty Association (LCFA).
2. Distance learning refers to the delivery of learning that is facilitated remotely.
3. The use of the DLCM becomes effective July 1, 2019 and will be used for the life of the Agreement, unless otherwise negotiated as per Article 2.1.
4. The DLCM applies to instructors whose primary position is the delivery of distance learning and is applied in situations where full-time and part-time continuing, as well as term certain instructors teach above their normal workload.
5. An annual allowance for faculty whose primary position is Distance Learning and who are not provided any technology or equipment shall receive \$150 each contracted term for technology and incidentals,
6. Compensation
  - 6.1 The following are annual salary grids effective July 1, 2020 – March 31, 2023:
    - 6.1.1 a Base Rate of \$449 per course is paid for each active course section with a credit value of 3 and 6;
    - 6.1.2 a Base Rate of \$336 per course is paid for each active course section with a credit value of 0.75 and 1.5; and
    - 6.1.3 a per student amount based on the Instructor’s academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop date.
    - 6.1.4 Not less than one-week notice of course cancellation will be provided. If not provided, the college will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

<b>Distance Learning Compensation Model Paid per Registered Student July 1, 2020 – March 31, 2023</b>			
<b>Course Credits</b>	<b>Instructor’s Academic Training</b>		
	<b>&lt; 4 years</b>	<b>4 years</b>	<b>6 years</b>
.75	\$ 96	\$119	\$135
1.5	\$114	\$138	\$157
3	\$129	\$159	\$179
6	\$183	\$220	\$248

Instructors will be paid according to the following pattern:

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

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

**6.2** The following are annual salary grids effective April 1, 2023 – November 30, 2023: 1.25% added to base rate and per student rate.

- 6.2.1** A base rate of \$455 per course is paid for each active course section with a credit value of 3 and 6;
- 6.2.2** A base rate of \$340 per course is paid for each active course section with a credit value of 0.75 and 1.5; and
- 6.2.3** A per student amount based on the Instructor’s academic training and the course credit value, is calculated on the number of registered students at the end of the Extended Drop date.
- 6.2.4** Not less than one-week notice of course cancellation will be provided. If not provided, the college will pay the instructor the base rate provided the course maintenance and curriculum update has been completed.

Distance Learning Compensation Model Paid per Registered Student April 1, 2023 – November 30, 2023			
Course Credits	Instructor’s Academic Training		
	< 4 years	4 years	6 years
.75	\$ 97	\$120	\$137
1.5	\$115	\$140	\$159
3	\$131	\$161	\$181
6	\$185	\$223	\$251

Instructors will be paid according to the following pattern:

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

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

**6.3** The following are annual salary grids effective December 1, 2023 – June 30, 2024: 1.5% added to base rate and per student rate.

- 6.3.1** a Base Rate of \$462 per course is paid for each active course section with a credit value of 3 and 6;
- 6.3.2** a Base Rate of \$345 per course is paid for each active course section with a credit value of 0.75 and 1.5; and

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

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

<b>Distance Learning Compensation Model</b>			
<b>Paid per Registered Student</b>			
<b>December 1, 2023 – June 30, 2024</b>			
<b>Course Credits</b>	<b>Instructor's Academic Training</b>		
	<b>&lt; 4 years</b>	<b>4 years</b>	<b>6 years</b>
.75	\$ 98	\$122	\$139
1.5	\$117	\$142	\$161
3	\$133	\$163	\$184
6	\$188	\$226	\$255

Instructors will be paid according to the following pattern:

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

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

\*Grids may need adjusting in April 2024 if gainsharing is achieved: 0.5% retroactive to December 1, 2023 based on GDP as per the definition below.

An additional 0.5% increase retroactive to December 1, 2023, payable in the February 2024 or March 2024 pay period, subject to the following "Gain Sharing Formula."

- Gain Sharing Formula: Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of all Private Forecasts for Alberta's Real GDP" for the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the sixth month of Year 4 of the agreement (i.e., December 1, 2023).
- "Average of all Private Forecasts for Alberta's Real GDP" for 2023 Calendar year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:
  - Conference Board of Canada, Stokes Economics, BMO Capital Markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank
- The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

Prior to the expiry of this Agreement, a joint committee (Administrators and Faculty Members) will be convened to review the DLCM and provide recommendations for future inclusions in this Collective Agreement.

**Letter of Understanding**  
Between  
**Lethbridge College Faculty Association**  
And  
**The Board of Governors of Lethbridge College**

Reference **Workload Model**

1. This Letter of Understanding recognizes Article 13 and acts as a supplement only.
2. This Letter of Understanding remains in effect unless otherwise negotiated.
3. Where both parties wish to recognize the full scope of work Faculty are expected to perform, the following modifications to Article 13 of the Collective Agreement will reflect the Instructor Role Model.
4. The effectiveness of the Workload Model as outlined in this Letter of Understanding will be reviewed at the end of each academic year. Should either party decide to rescind this Letter of Understanding, ninety (90) days written notice of such intent is required.
5. The following will be added to **Article 13.3**:
  - 13.3.1** The initial workload assignments are calculated using projected student numbers and are finalized after extended add drop. Workload will be adjusted if not within the agreed upon variation in clause 13.2.5 of this LOU.
  - 13.3.2** Workload will be calculated at 1330 hours. These hours are used for workload calculation purposes only and does not reflect the number of hours per day a Faculty Member may work.
  - 13.3.3** Student contact will be calculated as one (1) hour of student contact and one (1) additional hour for preparation assessment and class assignment.

Examples: 540 contact hours will be work loaded as 1080 hours (540 × 2)  
576 contact hours will be work loaded as 1152 hours (576 × 2)  
649 contact hours will be work loaded as 1298 hours (649 × 2)

6. The following will be added to **Article 13.2**:
  - 13.2.1** Duties involved in *Institutional/discipline Service* will generally include approximately 128 hours yearly. The exception would be for Trades Faculty or Faculty Members whose primary responsibility is Clinical supervision in the Nursing program. The scope of this work is generally included in regular instructor routine and as such would not require documentation unless requested by either party. Extraordinary work in this area will, by agreement with the Administrator, be recognized as workload.
  - 13.2.2** Duties involved in *Professional Development* will generally include approximately 50 hours yearly. The exception would be for Trades Faculty or Faculty Members whose primary responsibility is Clinical supervision in the Nursing Program. The scope of

this work is generally included in regular Instructor routine and as such would not require documentation unless requested by either party. Extraordinary work in this area will, by agreement with the Administrator, be recognized as workload.

- 13.2.3 Where an Instructor participates in *Applied Research* that requires a workload adjustment, the credit to workload must be agreed upon between the Instructor and the Administrator. The *Applied Research* will then become a portion of the Instructor's workload.
- 13.2.4 Unique courses assigned to each Instructor should generally be limited to four (4) per semester. Additional unique classes require mutual agreement between the Administrator and the Faculty Member.
- 13.2.5 Where Faculty workload falls outside 1330 hours yearly, a seven (7) percent variation above or below will be accepted as normal. Where the discrepancy is habitual, a periodic correction should be applied.
- 13.2.6 A faculty member may, upon request, receive a copy of the workload calculator results after the add/drop deadline.

7. The following will be added to **Article 13.5**:

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

- i. **13.5.1** Theory classes will be compared to the agreed standard.
  - 1. The standard range for theory classes will be 11 to 34 students. There will be no adjustment for classes that fall within this range.
  - 2. Class size will be determined using course capacity and will be updated on an annual basis.
  - 3. Where the course capacity falls outside the range determined above, an adjustment to workload will be applied based on the following:
    - a. A factor of .15 will be applied only to the number of students outside the range. Where class size is larger than the range, the Instructor's workload will be reduced by the resulting calculation. Where class size is smaller than the range, the Instructor's workload will be increased by the resulting calculation.

Examples:

For a class of 40 students based on 540 hours:

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

(6 students difference) × (factor) × (number of weeks) = reduction in workload

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

$$(6 - 11) \times .15 \times 16 = - 12 \text{ hours}$$

(5 students difference) × (factor) × (number of weeks) = added workload

- ii. **13.5.2** Lab classes will be compared to the College average lab size.
  - 1. The standard range for lab size will be nine (9) to nineteen (19) students. There will be no adjustment for labs that fall within this range.
  - 2. Lab size will be determined using lab capacity and will be updated on an annual basis.

3. Where the lab capacity falls outside the range determined above, an adjustment to workload will be applied based on the following:
- a. A factor of .15 will be applied ONLY to students outside the range. Where lab size is larger than the range, the Instructor's workload will be reduced by the resulting calculation. Where lab size is smaller than the range, the Instructor's workload will be increased by the resulting calculation.

Examples:

For a lab of 24 students based on 576 hours:

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

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

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

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

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

- b. **13.5.4** Overloads based on extraordinary assessment and evaluation requirements will be recognized based on the following criteria:
  - i. The Instructor and the Dean or designee must agree an extraordinary assessment requirement exists.
  - ii. Where mutual agreement has been established, the Instructor will be credited with an additional 0.03 hours per week of workload.
  - iii. There will be no adjustment to lab classes.

Example:

For a class of 24 students based on 576 hours

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

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

- c. Probationary Instructor's workload will be reduced by one (1) course which is equivalent of three (3) contact hours per week in the first year of employment.

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

**Letter of Understanding**  
Between  
**Lethbridge College Faculty Association**  
And  
**The Board of Governors of Lethbridge College**

**Reference General Holidays and Vacation**

1. This Letter of Understanding (LOU) recognizes Article 14 and acts in its place for as long as this Letter remains in place.
2. This LOU also recognizes consequential changes to Article 12 and Article 16 (below) and acts in its place for as long as this Letter remains in place.
3. This Letter of Understanding remains in effect unless one or both parties rescind it.
4. Should either party decide to rescind this Letter of Understanding, ninety (90) days written notice of such intent is required.
5. If one or both parties provide such notice, Article 14 (and other consequential changes in identified articles) as written in the text of the Agreement will take effect after the ninety (90) day notice period has ended.
6. **Articles 14.1, 14.2, 14.3, and 14.4** are replaced by this Letter of Understanding.
7. **GENERAL HOLIDAYS** - The following holidays will be granted with pay when they fall within weeks of assignable work or of vacation periods: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Alberta Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and five (5) days at the discretion of the employer. If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as designated in advance by the College. (currently Article 16.6).
8. **VACATION** - All continuing faculty covered by this contract shall be entitled to sixty-three (63) working days of vacation. The sixty-three (63) working days entitlement is based on working a full academic year (540, 576, 649 contact hours) and is pro-rated for periods less than one year or less than one hundred (100) percent workload.
9. Vacation days taken during the normal Academic Year (September to late May) requires the prior approval of the Dean or Designate.



10. Approvals for the use of vacation time will not be unreasonably withheld and will only be withheld in the situation of unavoidable operational requirements.
11. Once approval has been granted by the Dean or Designate, this approval is final and cannot be rescinded unless by mutual consent.
12. Disagreements arising from approvals shall be grievable under the provisions of Article 8.
13. During the normal vacation period (late May to late August), approval for vacation time is not necessary if required vacation allotment is held by the Faculty member. A leave request is still required to be submitted for late May to late August vacation period.
14. During the normal vacation period (late May to late August), vacation allotments less than 63 days will be granted consecutively, unless otherwise arranged by mutual agreement.
15. All continuing faculty are to be on campus one week prior to the commencement of class instruction unless prior approval by Dean or designated is obtained.
16. Carryover - Carryover will not be granted with the exception of prior approval by the Dean or designate.
17. Probationary Members and Term Certain Members must take their annual vacation within each twelve months of service.
18. Unused vacation allotments will not be paid out.
19. The following will replace Article 12.6.3 to 12.7.3
  - 12.6.3 When the Faculty Member will not complete the required annual hours of contact time specified in Article 13 Workload section 13.3 by virtue of:
    - 12.6.3.1 termination;
    - 12.6.3.2 leave of absence without pay;
    - 12.6.3.3 assisted leave on reduced pay;
    - 12.6.3.4 or for any other reason including Long Term Disability. The only exception under Section 16.1, "Sick Leave."
  - 12.6.4 The following calculations will be used to determine the amount which is owing to the Faculty Member or to the College:
    - 12.6.4.1 In respect of Faculty Members required to provide 540, 576 or 649 yearly workload hours.

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

Where AS = annual salary, hours taught = contact hours including applicable statutory holidays and AP= amount already paid during the current academic year.

12.6.4.2 not applicable

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

12.6.6 When a Faculty Member commences employment or returns to work part way through the academic year and is not scheduled to complete the required annual hours of contact time as specified in Article 13, "Workload", Section 13.3, the amount to be paid to the Faculty Member for the balance of the academic year will be determined as follows:

12.6.6.1 In respect of a Faculty Member required to provide 540, 576 or 649 yearly workload hours

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

Where AS = annual salary and hours taught = contact hours completed including applicable statutory holidays. This amount will then be paid in equal monthly installments over the balance of the academic year.

12.6.6.2 not applicable

**12.7 CALCULATION OF EXTRA REMUNERATION FOR FACULTY MEMBERS**

12.7.1 A Faculty Member required to teach beyond 540, 576, 649 or 700 hours will be paid on a daily rate calculated as follows:

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

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

Where AS = annual salary and yearly workload hours = 540, 576, 649 or 700 as applicable.

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

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

or be granted special leave at an equivalent amount of time if mutually agreeable by the Administrator and the counselor or Learning Assistant Specialist. Where AS = annual salary and NDC = number of days completed including applicable statutory holidays.

- 12.7.3** Notwithstanding sub-section 12.7.1, any Full-Time Continuing, Part-Time Continuing or Term Certain Faculty Member may perform additional work beyond the yearly workload hours of 540, 576, 649 or 700, on a sessional contract basis and be paid under Section 12.2. For Full-Time Continuing Faculty, this applies to any additional work. For Part-Time Continuing Faculty and Term Certain Faculty this applies to any work in addition to the percentage of full time specified before July 1 for that academic year.

**LETTER OF UNDERSTANDING**  
Between  
**Lethbridge College Faculty Association**  
And  
**The Board of Governors of Lethbridge College**

Reference: **Mental Health Therapists/Counsellors**

1. This letter of understanding will remain in effect until June 30, 2024.
2. Should either party decide to rescind this Letter of Understanding, ninety (90) days written notice of such intent is required.
3. Mental Health Therapists/Counsellors' assigned hours of work will be 35 hours per week over the contractual weeks of assignable time.
4. Mental Health Therapists/Counsellors' period of assignable work each contract year will be 47 weeks of assignable work from July 1 to June 30 each year.
5. The parties shall meet prior to the expiry of this Letter of Understanding to outline terms and conditions of employment for Mental Health Therapists/Counsellors effective July 1, 2024.
6. Nothing in this letter prejudices conversations held under point 5 of this letter regarding the future compensation of LCFA members in this group.