



## **Mission Statement**

Our mission is to create an environment for learning, inquiry, partnership and communication that supports our students, our employees and our communities in the service of society.

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## **COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF GOVERNORS OF OLDS COLLEGE**

**and**

**THE OLDS COLLEGE FACULTY ASSOCIATION**

**July 1, 2018 to June 30, 2020**

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### **Mission Statement**

Olds College Faculty Association is empowered to act as a professional association on behalf of its membership. Recognizing its professional responsibility, the Association is committed to active involvement in the organizational behavior and development of Olds College.

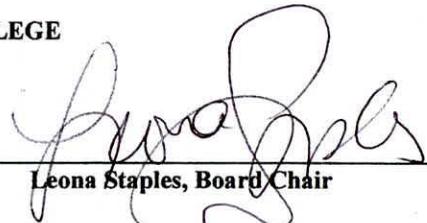


This COLLECTIVE AGREEMENT made and entered into on the 18<sup>TH</sup> day of January 2019, between THE BOARD OF GOVERNORS OF OLDS COLLEGE (hereinafter referred to as the "Board") and THE OLDS COLLEGE FACULTY ASSOCIATE (hereinafter referred to as the "Association").

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement,  
effective July 1, 2018 to June 30, 2020.

THE BOARD OF GOVERNORS OF OLDS COLLEGE

SIGNED:



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Leona Staples, Board Chair

SIGNED:

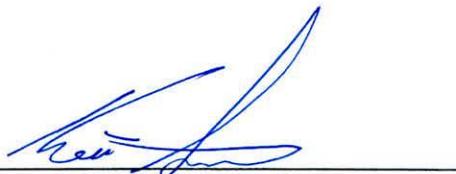


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Stuart Cullum, President

THE OLDS COLLEGE FACULTY ASSOCIATION

SIGNED:



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Keith Smyth, President

SIGNED:



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Lyle Statham, Negotiations Committee Chair

**PROPOSED MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**THE NEGOTIATION COMMITTEES OF**

**THE BOARD OF GOVERNORS OF OLDS COLLEGE**

**AND**

**THE OLDS COLLEGE FACULTY ASSOCIATION**

**COLLECTIVE AGREEMENT 2018 - 2020**

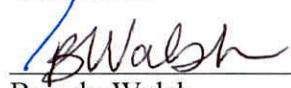
The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effected as of the date of ratification by both parties.

The undersigned representative of the parties do hereby agree to recommend acceptance, to their respective principals, of the following changes to the former Collective Agreement between the above noted parties.

**For the Faculty Association:**

  
\_\_\_\_\_  
Negotiation Chair, Lyle Statham

  
\_\_\_\_\_  
Gord Koch

  
\_\_\_\_\_  
Brandy Walsh

  
\_\_\_\_\_  
Peter Johnston-Berresford

  
\_\_\_\_\_  
Terry Warke

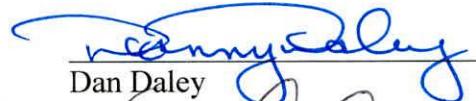
Date: January 18, 2019

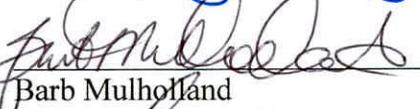
**For the Board of Governors:**

  
\_\_\_\_\_  
HR Director, Bruce Kent

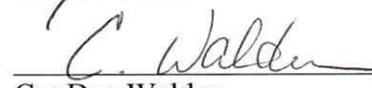
  
\_\_\_\_\_  
Debbie Thompson

  
\_\_\_\_\_  
Paul Williamson

  
\_\_\_\_\_  
Dan Daley

  
\_\_\_\_\_  
Barb Mulholland

  
\_\_\_\_\_  
Dalin Bullock

  
\_\_\_\_\_  
CynDee Walden

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## SECTION 1 JURISDICTION & NEGOTIATIONS

### ARTICLE 1 – PURPOSE OF AGREEMENT AND DEFINITIONS

#### 1.01 Purpose

The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Olds College Board of Governors (the Board) and the Academic Staff Members (the Members) represented by the Olds College Faculty Association (the Association), to set forth certain terms and conditions of employment relating to remuneration, hours of work, duties, benefits, and general working conditions covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of education at Olds College, to maintain professional standards, and to promote the well-being and professional development of its Academic Staff Members to the end that the students at Olds College will be well and effectively served. Accordingly, it is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the Members of the Association; to promote co-operation and understanding between the Board and the Members; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to discipline and to working conditions, hours of work, and scale of wages; to encourage economy of operation and elimination of waste; and to promote the morale, well-being, and security of all Members in the Association.

1.03 The Board and the Association are committed to the pursuit of truth and the advancement of learning as well as the dissemination of knowledge. The Board and the Association expect each Member to engage in these endeavours. The parties to this Agreement subscribe to the principles of academic freedom; that is, the right to examine, to question, to instruct, to learn, to investigate, to speculate, to comment, to criticize without deference to prescribed doctrines. The right to such freedom carries with it the duty to exercise that freedom responsibly.

#### 1.04 Board-Related Definitions

1.04.01 The College means a public college established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.

1.04.02 Board means the Board of Governors of Olds College established by an order of the Lieutenant Governor in Council pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta. The Board may delegate administrative responsibility to a duly appointed representative who will act on its behalf.

1.04.03 Council means the Academic Council of Olds College established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.

1.04.04 President means that person appointed by the Board to be the Chief Executive Officer of the College in accordance with the *Post-secondary Learning Act* of the Province of Alberta.

- 1.04.05 Vice President, Academic means that person appointed by the President to be in charge of and responsible for all instructional services within the College.
- 1.04.06 Dean means the lead academic and administrative official of a school or division or their AME designate.
- 1.04.07 School means an instructional unit composed of program units or other administrative units of the College as designated by the Vice President, Academic.

### **1.05 Association-Related Definitions**

- 1.05.01 Olds College Faculty Association means the academic staff association established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.
- 1.05.02 Association Representative means a Member elected by the members to represent the Association as a member of the executive or appointed by the executive to carry out duties and responsibilities of the Association pursuant to this Agreement and the provisions of the *Post-secondary Learning Act* of the Province of Alberta.
- 1.05.03 Faculty Member (Member) means an employee of the College who (as a member of a category of employees or as an individual) has been designated as an Academic Staff Member by the Board. Faculty Members shall include Permanent Full-time, Permanent Part-time, 3 Year Contract and Temporary Full-time employees.
- 1.05.04 Coordinator means a Member appointed by the College to undertake designated responsibilities within a program or programs. There may be other titles assigned for special responsibilities.

### **1.06 General Definitions**

- 1.06.01 The standard academic year occurs between September 1 and August 31 of the following year. A non-standard academic year occurs on different dates.
- 1.06.02 The standard academic semester means a normal instructional period of fourteen (14) weeks plus one (1) week of exams. Non-standard academic semesters will vary as required.
- 1.06.03 Apprenticeship term typically means an instructional period of eight (8) weeks or as directed by Alberta Industry Training.
- 1.06.04 Workload assignment means the instructional workload and the non-instructional workload as established with each Member in his annual *Faculty Workload Planning Guide*.
- 1.06.05 Reassignment means a change in workload assignment from that set out in the Member's current assignment.

- 1.06.06 Increment means the difference between one step and the next step on the salary schedule as described in this Agreement.
- 1.06.07 Overload Hourly Rate for a Member will be calculated using the formula in Article 8.12.06.
- 1.06.08 Professional Development Leave means all those categories of leave with or without pay granted to a Member as per the provisions of the current *Faculty Development Policy*.
- 1.06.09 Faculty Endowment Fund is a fund managed by Olds College; the proceeds of which are kept in a restricted account for the purpose of funding annual professional development activities for Members.
- 1.06.10 Faculty Professional Development Budget is made up of no less than 3% of the total salary budget for the current budget year for Permanent Full-time, Permanent Part-time, 3 Year Contract, and Temporary Full-time faculty as defined in Article 7.

## **1.07 Conventions**

- 1.07.01 A word used in either gender applies to all genders.
- 1.07.02 A word used in the singular may also apply in the plural.

## **ARTICLE 2 – ASSOCIATION RECOGNITION & DUES DEDUCTION**

### **2.01 Association Recognition**

- 2.01.01 The Board recognizes the Association as the sole and exclusive bargaining agent for the Members as defined in the *Post-secondary Learning Act* and the *Labour Relations Code* of the Province of Alberta.
- 2.01.02 The College shall not make an oral or written agreement with an Academic Staff Member that is in conflict with the terms or conditions of this Agreement. Nor shall the College ask, require, or permit any of its representatives to make such an agreement with an Academic Staff Member.
- 2.01.03 In administering the Collective Agreement, the College and the Association shall act reasonably and fairly, and in good faith and in a manner consistent with the Collective Agreement as a whole.
- 2.01.04 The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Member for reason of membership or activity in the Association.

- 2.01.05 Members shall not be penalized for time spent on any activity required by the Collective Agreement or the *Post-secondary Learning Act* and the *Labour Relations Code* of the Province of Alberta.
- 2.01.06 Human Resources agrees to provide the Association with a PDF file of the Collective Agreement. Any print copies provided by the Association to Members will be at the Association's expense.
- 2.01.07 The College will provide the Association with up to one-half of one full-time equivalent (FTE) at no cost at the request of the Association for the purposes of carrying out the duties and obligations of the Association. In calculating the FTE for release time, the Board will use the Member's category of instruction as provided in Article 8.
- 2.01.08 If additional time up to one full-time equivalent (FTE) is required by the Association, the College and the Association will share equally in the cost (salary and benefits) of a replacement instructor.
- 2.01.09 The College agrees to include Association employees in benefit plans provided to eligible faculty members pursuant to this Agreement where the carrier permits. The Association agrees to reimburse the College for the cost of the premiums of these plans.

## **2.02 Dues Deduction**

- 2.02.01 All Members as designated by the Board and casual contract employees as defined in Article 7 shall have deducted from their salaries a fee equal to the Association dues as a condition of employment.
- 2.02.02 When the terms and conditions included in the Agreement have been settled, the Board and the Association agree that it is binding on the Board, on the Association, and on the Members. If a Member has objection to membership in the Association, the Member is not required to participate but shall continue to be bound by the terms of this Agreement and shall pay the Association dues pursuant to Articles 2.02.03 through 2.02.05.
- 2.02.03 Association dues shall be in the amount established in accordance with the Association's *Bylaws*. The Association shall advise Human Resources in writing of the amount to be deducted at least one month prior to any anticipated change. The amount to be deducted shall be a uniform regular amount.
- 2.02.04 The amount so authorized and deducted shall be remitted to the Association Office by the College before the fifteenth day of the following month, accompanied by a list of Members and the amount deducted for each Member. In addition, the College shall provide a list monthly of new Members and Members who have had a change of status due to a leave of absence, reassignment, secondment, retirement, resignation or termination.

- 2.02.05 Special assessments, authorized by the Association, in accordance with the Association's *Bylaws*, shall be deducted by the College in the same manner as Association dues at the request of the Association.
- 2.02.06 Except as provided in this Article, none of the provisions of this Agreement shall apply to the employment of casual contract employees.

### **ARTICLE 3 – PROFESSIONAL PRACTICES COMMITTEE**

3.01 The College and the Association agree to establish a Professional Practices Committee composed of six members as follows: three members for the College - the Vice President, Academic (or designate) and two additional members of administration; and three Members for the Association - the President (or designate) and two additional Members selected according to the Association *Bylaws*.

#### **3.02 Responsibilities**

- Examine general workload issues and concerns,
  - Examine general work environment issues and concerns,
  - Examine discrepancies that arise from the interpretation of this Agreement,
  - Develop viable solutions to such discrepancies,
  - Recommend such solutions to the Vice President, Academic and the Association,
  - Establish committees to carry out duties related to the above, and
  - Recommend to the Vice President, Academic and the Association, changes to the Instructor Workload Planning Guide.
- 3.03 Where either the College or the Association wishes to discuss an issue it will notify the other party in writing of the issue. The Committee shall meet within ten days of notification to address the issue.
- 3.04 The Association shall call a meeting in September of each year to select a Chair. Notes shall be recorded for the issues discussed at each meeting and copies forwarded to the Association.
- 3.05 This Committee shall be advisory in nature and these meetings shall not substitute for regular meetings and normal lines of communication at the College.
- 3.06 Problems of a difficult and persistent nature shall be reported to the Vice President, Academic and the Association for consideration at the next round of collective bargaining or for other appropriate action.
- 3.07 A Member who has a material and persistent complaint and has not received a satisfactory resolution to the written complaint may request an investigation by the Professional Practices Committee.

- 3.08 The Member will send a written request to the Chair of the Committee to convene an investigation into the complaint. The Chair, will call a meeting of the Committee to consider the complaint. The Chair, or their designate, on the advice of the Committee, will conduct an investigation into the complaint.
- 3.09 The Committee will review the facts of the complaint, events leading to the complaint, examine relevant documents, and receive submissions from the Member and other parties involved, and interview the parties to satisfy themselves that they have a comprehensive understanding of the history and nature of the complaint.
- 3.10 The Committee will consider the evidence and make a recommendation to the , Vice President, Academic for the resolution of the complaint. The Vice President, Academic will advise the Member of his decision within fourteen days.
- 3.11 The Member will inform the Vice President, Academic, of the Member's decision to accept the decision. If the Member accepts the decision of the Vice President then the complaint is resolved.
- 3.12 If the Member does not accept the decision of the Vice President, Academic, then the Member may advance a formal grievance in accordance with Article 20, Dispute and Grievance Resolution Procedures beginning at Step 2, (20.09.04) or other step as mutually agreed by the Member, the Association, and the Administration.

## **ARTICLE 4 – DURATION OF AGREEMENT, NEGOTIATIONS, MEDIATION AND DISPUTE RESOLUTION**

### **4.01 Duration of Agreement**

- 4.01.01 This agreement shall take effect commencing July 1, 2018, shall continue in full force and effect until June 30, 2020 and shall continue automatically from year to year thereafter, unless either party notifies the other in writing that it desires to amend this Agreement. . Notification to bargain will be at the earliest one hundred and twenty (120) days, and at the latest, sixty (60) days from the end date of the current Collective Agreement.
- 4.01.02 By mutual agreement specific items may be opened for re-negotiation during the life of the Collective Agreement.
- 4.01.03 In the event that any articles or clauses of this Agreement are rendered null and void by legislation, re-negotiation on those shall commence within 30 days of the knowledge of their being rendered null and void in accordance with the bargaining procedures herein provided.
- 4.01.04 Where a difference exists between this Agreement and any College policy, regulation, guideline, or directive, this Agreement shall supersede.

## **4.02 Negotiations**

- 4.02.01 Negotiations shall begin within thirty (30) days of the date of the issuance of the Letter of Intent to open negotiations. Within fifteen (15) days of the initial negotiation meeting, each party shall give the other party notice of requested changes or alterations to the agreement.
- 4.02.02 Both parties shall thereupon negotiate in good faith in respect to the matters which the parties propose to change or alter.
- 4.02.03 During negotiations, the Board and the Association recognize their interdependent responsibility and obligation to exchange information and to collaboratively engage in active and open dialogue. To this end both parties have an unlimited right and duty to communicate freely with each other and their jurisdictions about their perceptions and feelings regarding the terms and conditions of employment.
- 4.02.04 The agreement shall remain in full force and effect until such time as a new Collective Agreement takes effect or until a strike or lockout commences.

## **4.03 No Strike or Lockout**

- 4.03.01 There shall be no lockouts by the employer and no interruptions, strikes or work stoppages by any Members during the term of this Agreement.

## **4.04 Dispute Resolution**

- 4.04.01 Refer to the *Labour Relations Code* of the Province of Alberta,

## **SECTION 2 APPOINTMENTS**

### **ARTICLE 5 – ACADEMIC YEAR**

- 5.01 Instructional activities for the majority of programs are scheduled during the period between September and April. Members will normally undertake curriculum/course development and non-instructional duties during the months of May and June. Unassigned weeks earned will normally be taken during June, July, and August.
- 5.02 In the event that a change in the schedule of a program requires a Member to substantially alter established unassigned weeks, the Member and the Association shall be consulted and the Member shall receive a minimum of 6 months of notice of the change.
- 5.03 A Member's workload assignment may consist of both instructional and non-instructional duties as described in Article 8.08 of this agreement. Instructional assignments will normally be up to 32 weeks in duration. In the event that the Dean determines that an instructional assignment should be longer, the Vice President,

Academic will seek the agreement of the Association and the Member(s) affected. (0.3 of an unassigned week for each assigned week completed).

- 5.04 Both instructional and non-instructional assignments are recorded on the Member's *Faculty Workload Planning Guide*. A Member's workload may only change if mutually agreed in writing. A Member shall not withhold agreement when his workload is changed provided that the change is made reasonably and fairly and is consistent with the Collective Agreement.

### **5.05 Non-Instructional Period**

- 5.05.01 A Member whose workload does not include an instructional assignment will continue to perform his duties throughout the non-instructional period.
- 5.05.02 No instructional duties will be assigned to Members during the non-instructional period unless by mutual agreement.
- 5.05.03 During the non-instructional period Members will devote their time to study, research, course and curriculum development, to administrative duties of their positions, and to other duties which may improve professional or instructional capabilities.

## **ARTICLE 6 – ACADEMIC STAFF APPOINTMENTS**

### **6.01 Guiding Principles**

- 6.01.01 Candidates designated by the Board as Academic Staff shall become members of the Olds College Faculty Association.
- 6.01.02 Members shall have the right during their appointment to consideration for promotion and for increases in responsibility and salary.
- 6.01.03 Members shall be evaluated during the term of their appointments in accordance with this Agreement.
- 6.01.04 Members shall have access to all College facilities subject to College security and facility use policies and consistent with their professional background and expertise.
- 6.01.05 Members shall have academic freedom, group affiliation, and freedom from institutional censorship in relation to the aforementioned, providing such activities are consistent with the College Vision, Mission, Values, and Outcomes as established by the Board.
- 6.01.06 Changes in the organization or delivery elements of educational programs including on-line training will be discussed with affected Academic Staff Member(s). The affected Member(s) shall have the right to Association assistance in all discussions.

6.01.07 The Association shall be consulted in the study and discussion of proposed changes initiated by the College on items such as organizational changes affecting the academic staffing levels in a school.

## **6.02 Procedures for Establishing Academic Staff Appointments**

6.02.01 The appointment of a candidate as an Academic Staff Member shall be made by the Dean following input by a selection committee as established by College policy. Normally, two or more members of the selection committee may be Members of that School, appointed by the Dean in consultation with members of that School.

6.02.02 The confirmation of the appointment of a candidate to the Academic Staff shall be given in writing, setting out the following:

- The category of appointment, whether it be Permanent Full-time, Permanent Part-time, 3 Year Contract, or Temporary Full-time;
- The initial placement on the salary schedule, clearly identifying educational and experience increments granted;
- The current annual salary entitlement of the candidate; and
- The eventual maximum salary (subject to acceptable performance) for which that Member is qualified at the time of appointment.

6.02.03 Upon commencing the appointment, the Member shall be given a workload as defined in Article 1.06.04 by the Dean.

6.02.04 All confirmations of appointments, resignations, and terminations with effective dates shall be forwarded to the Association on a monthly basis.

6.03 The College supports maximizing the hiring of Permanent Full-time Faculty Members to be primarily responsible for the following activities: preparation of course material, delivery of course material, and evaluation of students.

6.04 During the academic year, Members taking other employment, consulting or instructional activities for remuneration shall advise their Dean before accepting such employment or activity, and they shall not accept or engage in other activities which could negatively affect the performance of their regular duties.

6.05 Members shall not participate on an External Board or other organization as a representative of the College without the prior written permission of their Dean.

## **ARTICLE 7 – EMPLOYEE DEFINITIONS**

7.01 Permanent Full-time Members are employed on a continuous, fifty-two week basis and assigned up to a full workload as outlined in Article 8.

7.02 Permanent Part-time Members are employed on a continuous basis to fulfill either a partial workload over a full year or a full workload over less than one year with the

agreement of the Member and the Association. When a partial workload is assigned, all non-instructional (preparation) weeks will be pro-rated (a minimum .25 assigned non-instructional weeks per assigned instructional week) according to the workload assigned. Premium costs associated with benefits will also be pro-rated.

7.03 3 Year Contract Members are employed with a full or partial workload for a continuous three year term.

7.04 Temporary Full-time Members are employed on a non-continuous basis for less than one year to fulfill a full workload.

7.05 Casual contract employees are persons contracted on a short-term basis to carry out academic duties and responsibilities where the assignment is not consistent with the provisions of Articles 7.01, 7.02, 7.03, and 7.04.

“Short-term” means a term of employment of four months or less up to 20 hours per week or eight months or less for up to 10 hours per week, unless a different hourly schedule is mutually agreed upon between the College and the Contract Employee.

7.06 Temporary Full-time Members are employed for a specific time period for the following reasons:

- a) To replace a Member on professional development leave, leave of absence (with or without pay), employee contribution leave, sick leave, mental or physical illness leave, administrative assignment, or on other continuous assignment by the College.
- b) To fulfill special projects with conditional funding provided by agencies external to the College or by the College.
- c) To fill full-time instructional assignments on a temporary basis.
- d) To replace an incumbent following a resignation with insufficient notice.
- e) To fill newly created full-time instructional positions initially where the funding for or the enrollment for the position is at the outset uncertain and beyond the control of the College.

7.07 The period of employment of a Temporary Full-time Member shall not normally exceed one academic year unless agreed to by the Vice President, Academic and the Association. If an extension is agreed to, it shall be allowed one time only. If the position is required beyond the extension, it will be posted as a 3 Year Contract or a Permanent position.

## **7.08 Instructional Assistants**

7.08.01 The College recognizes that the sole responsibility for instructional design, instructional delivery, and student assessment rests with Academic Staff Members.

- 7.08.02 Instructional Assistants assist instructors, and support classroom and laboratory activities.
- 7.08.03 The Association recognizes that support staff have an assisting role in the domain of instructional delivery.
- 7.08.04 Instructional Assistants will not be used to instruct and/or deliver course content thereby displacing Academic Staff Members.
- 7.08.05 Instructional Assistants may be assigned by the Dean to work under the direction of Academic Staff Members.

### **7.09 3 Year Contract Members**

- 7.09.01 In lieu of pension benefits, employees on a three year contract will receive a completion bonus equal to 1% per year of the employee's salary and will be paid out to the contract Academic Staff Member at the end of the term of the contract. For example, a three (3) year contract would result in a 3% bonus of the most recent annual salary of the employee.
- 7.09.02 Employer termination without cause would be compensated with one (1) month of wages for each year remaining on the contract (subject to prorating and applicable deductions).
- 7.09.03 Employee resignation would nullify any eligibility of a completion bonus.
- 7.09.04 All applicable bonuses will be prorated and awarded if a contract Academic Staff Member competes for and is awarded a permanent Academic Staff Member position while employed under the terms of this Contract.
- 7.09.05 Any workload contract changes during the contract term will not negatively affect the completion bonus payout to the Member.
- 7.09.06 At the completion of a Member's contract, one additional three (3) year contract may be agreed to. Upon the completion of the second contract, the position, if required, will be posted as a permanent position.
- 7.09.07 Three (3) Year Contracts shall not be used to replace Permanent Full-time positions of retired or resigned Members.

## **ARTICLE 8 – WORKLOAD**

- 8.01 The College will assign workload based on the following factors:
- **Consistency** in developing, assigning, and managing workloads across campus.
  - **Fairness** in identifying and measuring the components of an equitable, flexible, and manageable workload.

- **Productivity** in effectively applying the strengths and capabilities of Members in the fulfillment of workload responsibilities.
- **Recognition** of the scope and diversity of workloads and contribution to the College.
- **Enrichment** by providing Members the resources to support effective teaching and learning opportunities in a quality working environment.
- **Professionalism** by recognizing the obligation and responsibility of Members to Association and College involvement.

8.02 Workload is comprised of instruction and other related duties and responsibilities. Members are expected to maintain currency in the field for which they have been recruited and the workload assignment recognizes this requirement by allowing Members opportunity to pursue and expand their expertise in their area of expertise or profession.

The start date for assigned weeks will be identified as part of the workload planning process.

### 8.03 Contact Days, Contact Hours, Student Contact Hours, Workday Hours

8.03.01 **Contact Day:** any day in which one or more instructional hours occur, and also includes:

- Any day in which the College schedules exams, registration, or any other official activity;
- Any day during which classes are scheduled but the Member does not instruct due to an excused, allowed, or assigned absence;
- Any day during which the Member does not have regular assigned instruction, but during which he performs a duty specifically assigned by the College, including the non-instructional period as identified in this Agreement;
- A contact day assigned by the College which the Member would have otherwise performed (except for illness and for which contact day the Member is not replaced) shall be considered a contact day for the purpose of determining the number of contact days beyond which an extra payment allowance may be paid the Member.

8.03.02 **Contact Hour:** the standard unit of instruction which shall be 50 minutes.

8.03.03 **Student Contact Hours:** the number of students in a course section times the hours of instruction.

8.03.04 **Workday Hours:** a **normal** workday shall consist of a period of a maximum of eight hours between when the instructor starts instructing his first course of the day and when his last course is finished. For any courses taught beyond this time period, there will be fair compensation as referred to in Articles 8.11.01 and 8.12.01.

- The above workday shall include travel time, where Members are required to instruct the course in any place other than their primary campus.
- No Member shall teach a continuous period greater than four hours.
- Contact days will not include evenings except with the written consent of the Member. This evening provision does not apply to the Calgary Campus.
- Evenings are defined as beginning at 6 pm.

8.04 A Member's workload will be prepared on an annual basis and documented on the *Faculty Workload Planning Guide* in consultation between the Member and Dean of his school. A new Member shall be granted a minimum of 45 contact hours release from their workload in each of their first two years of instruction in order to complete ISS courses. This time is considered in relation to Article 8.08.

8.05 The following steps are appropriate in developing a Member's workload:

- a) The Member shall receive his instructional schedule as the outcome of the timetable scheduling process.
- b) The Member shall present to his Dean a *Faculty Workload Planning Guide* which documents his proposed workload by January 31.
- c) The Dean and the Member will develop a workload in the context of this Article and determine the level of resources to make that workload achievable, and the Dean will then officially assign the workload to the Member.
- d) Tentative Member workload assignments for Permanent Full-time, Permanent Part-time, 3 Year Contract, and Temporary Full-time Members for the immediately following College year shall be negotiated between the Member and his Dean and set out in writing by March 1.
- e) Finalized Member Workload Assignments will be signed off by April 1, and shall have taken into consideration such components as stipulated in Article 8. Duly signed, by Member and Dean, workloads will be forwarded to the Faculty Association.
- f) The workload will change after that date only if mutually agreed to in writing. If mutual agreement is not achieved, the matter shall be referred to the Professional Practices Committee who shall consider it in the context of the entire Collective Agreement. Workload changes will not be implemented until it has been addressed by the Professional Practices Committee. Notwithstanding the above, if a workload requires revision, a reasonable amount of notice prior to course start date is required.
- g) In circumstances where this cannot be accomplished, the deadline will be April 30 or two weeks after the Member's receipt of their proposed workload if received on or after April 17.\*

\*This date may need to be extended for Instructors in the School of Trades until assigned seating from the Ministry is confirmed.

*Note: The Faculty Workload Planning Guide will reflect the Collective Agreement.*

- 8.06 A copy of every Member's Workload Assignment for each semester shall be provided to the Faculty Association, by the Dean, within 2 weeks of the final sign off. If a Member's workload changes, copies of the amended Member Workload Assignment will be forwarded to the Association as they occur.
- a) The Member Workload Assignments and any amendments will be reviewed by the OCFA President or the designate to ensure compliance with the Collective Agreement.
  - b) When Member Workload Assignments are perceived not to be in compliance with the Collective Agreement, the President or the designate will contact the Member to investigate the perceived non-compliance.
- 8.07 Members may carry out in part or in full the following academic duties and responsibilities:
- Instruct a full or partial workload and perform other duties related to instruction of programs;
  - Coordinate a program or programs;
  - Coordinate activities within a program or programs;
  - Develop programs and curricula;
  - Provide program and curricular services;
  - Participate in College development;
  - Provide service to the College;
  - Perform other activities related to an instructional assignment;
  - Undertake professional development activities;
  - Engage in research activities; and
  - Evaluate students.
- 8.08 The Dean will consider these components in establishing instructional workload:
- Nature and number of different courses to be taught;
  - Level of instructional and business experience of the Member and availability of technical and other resources for assistance;
  - Amount of preparation necessary to develop and deliver the assigned course(s);
  - Evaluation, marking, and performance assessment;
  - Class size, class type, and student contact hours in consultation with the Program Curriculum Committee;
  - Instructional mode(s) including distributed learning;
  - Assignments ancillary to instructional activities;
  - Previously assigned schedules;
  - Other assignments, including non-instructional and College involvement;
  - Professional development;
  - Instructional and supported learning hours; and
  - Participation in the Instructional Skills Series.

8.09 The Vice President, Academic will establish instructional schedules that will adhere to the following:

<p><b>Category 1</b></p> <p>Instructional hour assignments includes post-secondary courses in programs where the instructor has primary responsibility for developing the curriculum, delivering the curriculum, e-instruction, and the predominant form of student evaluation is based on written examinations, papers or other methods requiring significant out-of-class support and marking. Programs typically will have lower lab hours.</p> <p>Programs include:</p> <ul style="list-style-type: none"> <li>• Applied Degree in Agribusiness</li> <li>• Business Administration Certificate and Diploma</li> <li>• Fashion Marketing</li> <li>• Land Analyst</li> <li>• Open Studies</li> <li>• Sports Management</li> </ul>	<p>Maximum: 450 hours</p> <p>Weekly contact hours not to exceed 15 hours a week averaged over two terms but in any event not to exceed 20 hours a week.</p>
<p><b>Category 2</b></p> <p>Similar to Category 1 but with some integration of lab instruction and/or multi-instructor courses.</p> <p>Programs include:</p> <ul style="list-style-type: none"> <li>• Horticulture programming</li> <li>• Hospitality and Tourism Management</li> <li>• Land Agent Program</li> <li>• Turfgrass programming</li> </ul>	<p>Maximum: 500 hours</p> <p>Weekly contact hours not to exceed 20 hours a week.</p>
<p><b>Category 3</b></p> <p>Instructional hour assignments include post-secondary courses in programs where the instructor has primary responsibility for developing of learning activities and evaluations, delivering the curriculum, e-instruction. These programs typically utilize a higher degree of field based course delivery, labs, tutorials and/or small lab instruction.</p> <p>Programs include:</p> <ul style="list-style-type: none"> <li>• Ag Management</li> <li>• Animal Health Technology</li> <li>• Arboriculture</li> <li>• Brewmaster and Brewery Operations</li> <li>• Fashion Apparel</li> <li>• Land and Water Resources</li> <li>• Veterinary Medical Receptionist</li> <li>• Veterinary Technical Assistant</li> </ul>	<p>Maximum: 560 hours</p> <p>Weekly contact hours not to exceed 22 hours a week.</p>

<p><b>Category 4</b></p> <p>Similar to category 3 but with significant lab components</p> <p>Programs include:</p> <ul style="list-style-type: none"> <li>• Ag and Heavy Equipment Certificate and Diploma</li> <li>• Apprenticeship programming</li> <li>• Equine Science</li> <li>• Farrier Science</li> </ul>	<p>Maximum: 620 hours weekly contact hours not to exceed 22 hours per week with the exception of four (4) individual non-consecutive weeks, up to a maximum of 30 hours per week. The 30 hour weeks shall not exceed three (3) courses, unless mutually agreed upon.</p>
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8.10 Any instructor who teaches in more than one category will have their maximum workload prorated according to assigned workload. Any entitlement to “overload” will be calculated based on that prorated maximum.

A committee of Faculty Academic advisors, in consultation with the Program Development Team, will discuss program workload category placement and make a recommendation to the Vice President, Academic. If parties agree, a letter of agreement will be drafted until the next round of Collective Agreement negotiations. If parties are unable to come to agreement, the placement decision then moves to the Professional Practices Committee.

### 8.11 Additional Instructional Hours

8.11.01 It is understood that no instructor shall be assigned instructional hours in excess of the maximum instructional hours provided for herein, except by the mutual agreement of the Member and his Dean and where fair compensation will be accorded.

8.11.02 Such compensation may include a specific reduction in instructional assignments in another semester when the excess is in instructional hours per week but does not exceed yearly hours or days, or in the case of exceeding yearly hours or days, may be by means of additional holidays or overtime as mutually agreed upon.

8.11.03 Designation for Coordinators shall be noted along with the release time.

### 8.12 Overload

8.12.01 Where a Member is assigned and instructs in excess of any of the limits prescribed in Article 8.10, that Member shall be paid an hourly overload rate as calculated at 8.12.06 for each hour taught, unless the member has signed an agreement as per Article 8.11.01 in which they have agreed to fair compensation other than overload pay.

8.12.02 Members may be required to work beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations as authorized by the Dean.

- 8.12.03 Overload pay shall be calculated from the annual salary rate in effect at the time the overload is worked regardless of any subsequent retroactive change in rate.
- 8.11.04 Employees shall not be required to take time off during their regular work time to equalize any overload worked previously.
- 8.12.05 Time off in lieu of overload pay shall be granted at 1.5 x contact hours, subject to operational requirements, if requested by the Member and approved by the College.
- 8.12.06 Overload compensation shall be calculated using the following formula:
- a) Overload Rate: Annual salary/650 contact hours
  - b) Overload Pay: Overload rate X overload hours
- 8.12.07 All overload pay will be administered at the course completion date.

### **8.13 Continuing Education**

- 8.13.01 The College recognizes that Members have expertise that may be of value in the delivery of continuing education programming.
- 8.13.02 The College also has a community obligation to deliver learning to those practitioners unable to participate in regularly scheduled instructional offerings. The College recognizes that Members should be given priority consideration in planning and instructing in continuing education offerings.
- 8.13.03 **Evening Hours and Weekends:** Subject to the approval of the Dean, any regular or credit course taught in the evening or on weekends shall first be offered to a Member. Only if no qualified Member is willing to instruct such a course will it be contracted out to a qualified person.
- 8.13.04 Providing a Member is instructing his assigned workload as established, any Member who voluntarily chooses to instruct such courses shall either be paid extra at established rates, in which case it will not be considered part of his regular workload, or he may elect to have it as part of the regular workload provided the arrangements are made in advance of the instruction being provided. Such agreement shall be in writing with notification to the Association.
- 8.13.05 Payment to Members for instructing credit or short courses through Continuing Education shall normally be at a rate not less than \$50 per hour unless mutually agreed to otherwise.
- 8.13.06 All other rates for non-credit or non-program courses shall be determined before the start of the course as per Board policy.

8.13.07 The content of credit courses offered through Continuing Education shall be determined by the Dean and the instructors responsible for developing courses in that program and shall be subject to Board policy. Short courses shall be developed in consultation with the Dean and the instructors normally involved.

#### **8.14 Off Campus Instruction**

8.14.01 Off-campus instruction shall mean a location other than the usual campus where the member instructs.

8.14.02 Off-campus instruction shall include provisions for the following:

- Traveling time as part of workload;
- Payment of all extra expenses consistent with the Travel Expense Guidelines Policy; and
- If a Member is required to live away from home, he shall be given compensation as mutually agreed.

#### **8.15 Workload Appeal**

8.15.01 Members who are not satisfied with the assigned workload, may appeal it within 30 days of receipt of the final workload. A Notice of Appeal shall be in writing and forwarded to the Association and to the Vice President, Academic.

8.15.02 The Association may initiate an appeal of workload on behalf of a Member by preparing a Notice of Appeal in writing to the Vice President, Academic.

8.15.03 The Professional Practices Committee will determine the appeal.

8.15.04 Every reasonable effort shall be made by the parties to hold and complete the appeal within seven working days from the date the Notice of Appeal was received.

8.15.05 The Professional Practices Committee shall apply the workload principles set out in this Article.

8.15.06 The decision of the Professional Practices Committee shall be reported by the Vice President, Academic or designate. A majority decision shall be final and binding on all parties.

8.15.07 Should a majority decision not be reached, then the appeal may follow the formal Grievance Procedure laid out in Article 20.

### **ARTICLE 9 – PROBATION**

9.01 A Member receiving a permanent appointment by the College shall serve a probationary period which normally shall be twenty-four months of continuous employment.

- 9.02 Members who have prior Temporary Full-time or 3 Year Contract instructional service at Olds College within the previous 36 months will have at least half of this service recognized towards the required probationary period.
- 9.03 When the Member has successfully completed the probationary period, the Dean will recommend in writing to the Vice President, Academic the Member's appointment to a permanent position.
- 9.04 A Member on probation shall have, in addition to the provisions of *The Faculty Evaluation Policy*, a formal evaluation conducted by the Dean no later than six weeks after each semester during the probationary employment.
- 9.05 During the period of probation, the Member's suitability for permanent employment shall be assessed on the basis of the following:
- a) Conduct,
  - b) Quality of work,
  - c) Ability to work harmoniously with others,
  - d) Ability to meet instructional standards set by the College, and/or
  - e) Just cause (where the test for just cause shall be the suitability of the probationary Member for continued employment in the position to which the Member has been appointed, provided the factors involved in suitability could reasonably be expected to affect work performance).
- 9.06 If at any time during this period, it is determined that the Member is unsuitable for employment, or in the event of redundancy, the Board may terminate the Member's employment. If a Member on probation is to be terminated after one year of continuous employment, the Board will provide the Member with one month of notice of termination or one month of pay in lieu of notice.
- 9.07 Notwithstanding the probationary period provided in Article 9.01, the Probationary Member shall not be appointed to a permanent position until he has successfully completed the College's Instructional Skills Series (ISS). An introduction to ISS consisting of a minimum of three days will be provided to new Academic Staff Members within the two weeks prior to the commencement of their instructional workload.

## **ARTICLE 10 – FACULTY EVALUATION**

- 10.01 The College and the Association recognize the need to promote and maintain high standards in instructional performance. To this end the parties agree to maintain a *Faculty Evaluation Policy* which will have the same force and effect as though it were part of this Agreement.

- 10.02 The parties agree that there is an integral relationship between instructional assignment, workload, evaluation, and professional development goals. To this end, Member development and training, implementation of mechanisms to communicate the College's activities and goals, and development of a mutually accepted participation framework shall be promoted. The evaluation process must be carefully developed to ensure success and the total commitment of all parties involved.
- 10.03 All Members shall participate in a performance appraisal based upon criteria established in the *Faculty Evaluation Policy*. The performance standards used to evaluate a Member must be made known concurrent with the notification of instructional assignment.
- 10.04 Evaluation refers to the formal process of performance review undertaken in conjunction with the Member's Dean for the purpose of completion of probation, increment attainment, promotion, or regular review.
- 10.05 The Dean shall review Members' work performance, meet with the Members to discuss their work performance, and prepare a *Faculty Evaluation Report* of the findings. The report will be reviewed and discussed with each Member. Members will sign this report to indicate that they have met with the Dean and reviewed the report. The Member's signature does not indicate that the Member agrees with the content of the *Faculty Evaluation Report*.
- 10.06 A Dean may visit the classroom of Permanent Full-time, Permanent Part-time, Temporary Full-time, 3 Year Contract, or Probationary Members with prior notice for the purpose of evaluation. Pre- and post-evaluation conferences shall be scheduled. In the pre-evaluation conference the Dean will discuss the purpose of the visit, the behaviours to be observed, the date and time of the visit, and any other pertinent information with regard to the classroom visit. In the post-evaluation conference the Dean will discuss the results of the classroom visit with the Member. The Dean will provide the Member with a dated and signed written copy of the observations which resulted from the classroom visit.
- 10.07 Should the Dean fail to evaluate a Member as per this Agreement, then the employment of the Member shall be deemed satisfactory for that period.
- 10.08 Changes to the *Faculty Evaluation Policy* will be made only if there is agreement between the Association and the Vice-President, Academic.
- 10.09 Members may complete a one-page report to the Vice President, Academic by June 30 of each year outlining significant activities they have participated in/accomplished during the previous academic year. These reports may be tabled for review by the President.
- 10.10 If discipline arises out of the evaluation process, a Member has recourse to the discipline process in Article 19.

10.11 Academic Staff will be provided, on a yearly basis, the opportunity to provide feedback regarding their Dean and Associate Dean.

## **ARTICLE 11 – APPOINTMENT AND COMPENSATION OF COORDINATORS**

11.01 Appointment and assignment of duties of Coordinators shall be in accordance with procedures as established in the *College Program Coordinator Appointment Policy*.

11.02 Members designated as Coordinators shall normally have their instructional schedules reduced by a minimum of 90 hours to a maximum of 280 hours, as established by the Dean responsible for the School.

11.03 In determining a Coordinator's instructional schedule reduction, these are some of the factors that shall be considered:

- Number of students in the program;
- Number of majors involved;
- Number of instructors and support staff coordinated;
- Activity in the program and curriculum development;
- Amount of industry and college involvement.

11.04 Upon completion of an appointment as Coordinator, the Member will be reassigned, where possible, to a workload consistent with the Member's duties prior to commencement of the Coordinatorship.

11.05 The workload of a Coordinator is subject to the workload appeal process set out under 8.15.

11.06 A Coordinator's allowance of \$5,500 per annum divided into equal bi-weekly payments (unless requested otherwise by the Member) will be paid to a Member designated as Coordinator, in addition to regular salary.

11.07 If a Member is relieved of his duties as Coordinator for not fulfilling the duties of the position as defined in Olds College policy or leave the position of his own volition, then the provisions of Article 11.04 will apply.

## **ARTICLE 12 – APPOINTMENT OF ASSOCIATE DEANS**

12.01 Appointment and assignment of duties of Associate Deans shall be as per Human Resources hiring practices for AME employees.

12.02 Associate Deans shall be selected by full and open competition.

12.03 Members appointed as Associate Deans will be seconded to the Administrative, Management and Exempt (AME) Group of employees for a maximum term of three

(3) years with the option to renew for an additional term of three (3) years. This includes holiday accrual statutes in the AME terms of reference.

- 12.04 Upon completion of their appointment, Associate Deans may be reassigned, where possible, to a workload consistent with their duties prior to commencement of their appointment as Associate Deans. Where feasible, the internal Member's workload will be filled by a 3 year contract position. When not feasible, the internal Member will relinquish their faculty teaching role to fully pursue success in this new role. If an external candidate is hired, there will be no protection of workload and the successful application will be hired on a 5 year contract under the terms of AME.
- 12.05 Internal members appointed as Associate Deans will pay dues to the Association throughout the term of their appointment and will continue to accumulate seniority throughout the term of their appointment.
- 12.06 Members appointed as Associate Deans will not participate in activities of the Association throughout the term of their appointment.
- 12.07 The Association will be relieved of its duty to represent Associate Deans during the term of their appointment as Associate Deans.
- 12.08 At the discretion of the Dean, unsatisfactory performance of the Associate Dean may end the term of the appointment.

### **ARTICLE 13 – ACTING INCUMBENCY**

- 13.01 Acting incumbency provisions shall not apply where a Member is designated additional limited duties for a period not exceeding 30 working days to cover off for an administrative staff member proceeding on annual vacation.
- 13.02 Members who agree to serve full-time as an acting incumbent in a higher position shall be paid a minimum 15 percent increase to salary for every month or part thereof that is served while existing duties continue.
- 13.03 When Members who have been serving in acting incumbency positions return to their regular positions, their salary and anniversary date shall be re-adjusted without loss of seniority.
- 13.04 Any acting incumbency position shall be established for a period of not more than one year except where an administrative staff member has been accepted on a foreign assignment in keeping with Article 29.05 or in any other situation, in which case the Vice President, Academic may extend the acting incumbency up to but not exceeding two years upon mutual agreement between the Vice-President and the Association.
- 13.05 A Member temporarily promoted to a position not included in the bargaining unit shall retain membership in the Association, continue to pay full Association dues, and retain all benefits, rights, and responsibilities under this Agreement.

- 13.06 Should the President appoint a non-administrative staff person to a full-time instructional position on an acting incumbency basis, that individual shall become a Member of the Association, pay full Association dues, and receive salary subject to Article 21.
- 13.07 Any administrative employee appointed to an acting incumbency position in instruction will not be given membership in the Association and will not be required to pay Association dues; however, such acting incumbency appointment shall not exceed one academic year.

### **SECTION 3 RECORDS & PROCEDURES**

#### **ARTICLE 14 – PERSONNEL RECORDS**

- 14.01 The Human Resources Department shall be responsible for maintaining and holding the only personnel file kept on Members. All records will be placed on the file as soon as possible after the records are made.
- 14.02 The Member's personnel file shall include all those items relating to a Member's accomplishments, suspension, discipline, or dismissal.
- 14.03 Members may review their personnel file in the Human Resources Department upon request, and such request shall not be unreasonably denied.
- 14.04 Should the Member's record not be available upon request, the Human Resources Department shall notify the Member in writing of the reasons for the delay within 48 hours of the unavailability and identify the time and date at which the file will be available.
- 14.05 Copies of any documents contained in a Member's personnel file will be given to the Member upon request.

#### **ARTICLE 15 – DISCLOSURE OF PERSONAL INFORMATION**

- 15.01 The College agrees to provide hard copy or electronic access to Members' personal information necessary for the purpose of discharging the duties and affairs of the Association as described in this Agreement and the Association's *Bylaws*, subject to *The Freedom of Information and Protection of Privacy Act (FOIPP)*.
- 15.02 The Association will take reasonable care to protect personal information from unauthorized access, use, or disclosure by the staff, agents, or contractors under the direct control of the Association.
- 15.03 The Association will furnish the Vice President, Academic promptly with full details of any unauthorized access, use, or disclosure of personal information to the extent known.

- 15.04 The Association will ensure that media containing personal information thereon has been erased or destroyed prior to disposal. A record of disposals will be kept.

#### **ARTICLE 16 – NOTICE OF RESIGNATION**

- 16.01 A Member shall resign by giving notice in writing to the Dean and such notice shall be a period of at least 30 calendar days unless otherwise agreed to by the Member and his Dean.
- 16.02 The Member shall receive payment for any unassigned weeks earned but not yet taken up to their termination date (0.3 of an unassigned week for each assigned week completed).
- 16.03 A Coordinator may resign as Coordinator by giving notice effective at the end of a semester. Such notice shall be in writing to the Dean and shall be a period of at least 30 calendar days unless otherwise agreed to by the Member and the Dean. The workload of a Coordinator who has resigned will be reassigned consistent with the workload principles in Article 8.

#### **ARTICLE 17 – NOTICE OF RETIREMENT**

- 17.01 A Member shall normally retire at the end of a semester during which they have an assigned workload unless otherwise agreed by the Member and the Dean.
- 17.02 The Member shall receive payment for any unassigned weeks earned but not yet taken up to their retirement date (0.3 of an unassigned week for each assigned week completed).

#### **ARTICLE 18 – REDUNDANCY**

- 18.01 The Human Resources Department will notify the Association, at least 24 hours prior to the first meeting, the name and position of any Member being declared redundant,
- 18.02 The College shall give a permanent Member with greater than two (2) years of continuous service, three (3) months of working notice, or pay in lieu of notice that the Member's position is to be abolished effective immediately. In addition to such working notice or pay in lieu, the Member shall receive severance pay in the amount of one (1) month pay for each twelve (12) months of service to a maximum of twelve (12) months. Extended health and dental benefit coverage will be continued during the notice period.
- 18.03 If eligible, the Member may choose to retire pursuant to the Local Authorities Board Pension Act on the date of termination pursuant to 18.02.

- 18.04 A Member may volunteer for redundancy. If agreed by the Dean, the Member may enter into an agreement regarding the notice period. At the end of the notice period, the Member will receive severance pay in accordance with subsection 18.02
- 18.05 A Member who voluntarily enters into an agreement with the Dean will be deemed to have resigned and shall forego all other considerations under subsections 18.07 and 18.13.
- 18.06 If there is still a redundancy, the Vice President, Academic shall then consider the qualifications, experience and competence of the Members in the program, and when those factors are considered, in the consideration of the Vice President, Academic, to be relatively equal among two or more Members, the decision as to which Member is to be declared redundant shall be governed by the Members' relative length of continuous employment as a Faculty Member with the Board, including any authorized leaves.
- 18.07 The rights as set out in Sub-sections 18.07 through 18.13 will be accrued by a permanent Member who:
- a) has more than two (2) years of continuous employment immediately preceding the notice of position abolishment; and
  - b) has not elected, in writing, to retire pursuant to 18.03; and
  - c) has the ability to perform the duties and to assume the responsibilities of a comparable position with a comparable salary. Positions are considered to be comparable when the academic staff member's qualifications meet the criteria of the comparable position as established by the Dean.
- 18.08 A Member whose position has been declared redundant shall be vested with the right to be appointed to the first available comparable position through competition limited to such Members, such vesting to last three hundred and sixty-five (365) consecutive calendar days commencing with the day following release of the Member and the Member would be eligible for only those positions commencing within the 365 day vesting period. The Employer shall undertake to notify those Members of all such available positions.
- 18.09 Throughout the application of 18.08 Members shall be eligible for comparable positions in order of merit, except where two (2) or more Members have relatively equal merit, they shall be eligible for positions in order of their seniority. Members appointed to a comparable position will serve a probationary period less probation time previously credited in accordance with Article 9.
- 18.10 A Member who refuses without good and satisfactory reason to accept the comparable position, with the same or a higher maximum salary as the position the Member was in upon the position declared redundant, shall forfeit all vested rights pursuant to 18.07.

- 18.11 Should a Member be rehired to a comparable permanent position during the three hundred and sixty five (365) consecutive calendar days following termination, the net severance paid to the Member under 18.02 shall be repaid proportionately to the Employer.
- 18.12 When probation in the comparable permanent position is unsuccessful pursuant to Article 9, the portion of the original severance pay that was repaid by the Member to the Employer will be returned forthwith to the Member.
- 18.13 Pursuant to Sub-section 18.07(c), expenses shall be paid by the Employer in accordance with current Travel Expense Guidelines.

## **ARTICLE 19 – DISCIPLINE, SUSPENSION, AND DISMISSAL**

- 19.01 A notice in writing from the Vice President, Academic setting out the specific grounds for a discipline, suspension or dismissal shall be delivered by registered mail or in person to the Member and shall state the effective date and duration of the suspension or discipline. All such correspondence will be deemed to have been received 10 days after notification of an attempted delivery has been provided to the recipient.
- 19.02 The Association shall advise the Vice President, Academic in writing of those Members who elect to have notice of suspension and/or discipline forwarded to the Association. The Vice President, Academic agrees to notify the Association within twenty-four hours of the name and position of each Member suspended or who has been disciplined.
- 19.03 No Member shall be terminated, dismissed, suspended, disciplined, or demoted without just cause, except as stipulated in Article 18.
- 19.04 Except as stated in Article 9.08, a Member receiving notice of dismissal, suspension, or discipline shall have the right to the Grievance Procedure as set out in Article 20 of this Agreement.
- 19.05 In the case of a successful dismissal of a Member, the Member shall be paid for all unassigned weeks earned up to the effective date of dismissal. Such payment shall be applied toward any salary paid during any appeal period, and the Member shall get payment only in excess of such reimbursement.
- 19.06 Members shall receive a copy of any disciplinary notice to be placed in their personnel file. Any such notice shall be clearly identified by title as being a disciplinary notice.
- 19.07 Members who have been subject to a minor disciplinary action may request, after 24 months from the date when a specific disciplinary measure was invoked, that their personnel file be purged of any record of that disciplinary action. Such request will be granted providing the Member's file does not contain any further record of disciplinary action during that 24 month period.

- 19.08 Members who have been subject to a disciplinary action that results in a suspension may request, after 48 months from the date when a specific disciplinary measure was invoked, that their personnel file be purged of any record of that disciplinary action. Such request will be granted providing the Member's file does not contain any further record of disciplinary action during that 48 month period.
- 19.09 The Member shall be notified in writing that the requested removal of the disciplinary record has been effected. The requested removal and notice referred to herein shall not form part of the Member's personnel file.
- 19.10 A Member who is to be interviewed with regard to a disciplinary matter shall be entitled to have a representative of the Association at the meeting.
- 19.11 Members who are to be interviewed with regard to a disciplinary matter shall be informed of their right to have a representative of the Association present at the meeting under 19.10.

## **ARTICLE 20 – DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES**

### **20.01 Grievance Procedure**

- 20.01.01 A grievance is a dispute by the Board or the Association as to the interpretation, application, operation or alleged contravention of a specific provision of this Agreement, or as to whether any dispute can be the subject of a grievance.
- 20.01.02 All grievances and all replies at all steps of the procedure shall be delivered in writing, in person, or by email to the responsible parties. A grievance must specify a full and complete statement of the difference, the article or articles which are alleged to have been contravened and the remedy requested.
- 20.01.03 Grievances should not be won or lost on any technicality of form but should be decided on the merits of each side of the dispute.
- 20.01.04 As local resolution of disputes is preferred, resolution of disputes should first be attempted through communication, problem solving and negotiation. If a satisfactory resolution is not achieved then the dispute may be submitted to mediation and arbitration

### **20.02 Informal Dispute Resolution Procedure**

- 20.02.01 To promote the earliest possible resolution of disputes, issues should be brought forward for discussion with the appropriate parties with the intent of informal dispute resolution.

### **20.03 Timelines and Process**

- 20.03.01 Days means working days, i.e. exclusive of Saturdays, Sundays and statutory holidays.

- 20.03.02 A grievance not presented within 15 days from the date of the grievor's knowledge of the alleged cause of complaint is abandoned.
- 20.03.03 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- 20.03.04 If an official of the College fails to reply to a grievance within the time limits set out at any step, the grievor may submit the grievance to the next step of the Grievance Procedure, provided a mutual agreement to extend time limits has not been obtained.
- 20.03.05 At any step of the Grievance Procedure, the time limits may be extended by mutual agreement in writing.
- 20.03.06 At any step of the Grievance Procedure, the Member may request the representation of the Chair of the Association Grievance Committee or designate.
- 20.03.07 The Board and the Association shall, in the case of an Association or Board grievance, each keep the other advised in writing as to the name of its respective representative authorized to act on its behalf under the Grievance Procedure.
- 20.03.08 In any grievance, a grievor or any Member required to attend or called as a witness to attend any meeting or hearing at any stage of the Grievance Procedure shall not be required to take time off without pay or holiday time for such appearance.

#### **20.04 Member Grievance**

- 20.04.01 A Member grievance is initiated by the Association on behalf of a Member or group of Members.
- 20.04.02 A Member(s) who claims to have been disciplined, suspended or dismissed without just cause may, within 15 days of being so advised, direct the Association to present a grievance in writing to the Vice President, Academic, commencing at Step 2.

#### **20.05 Association Grievance**

- 20.05.01 The Association shall have the right to file a grievance based on a dispute directly with the President. Such grievance shall not include any matter upon which a Member would be personally entitled to grieve and the regular Grievance Procedure shall not be bypassed.
- 20.05.02 Such grievance shall be submitted in writing at Step 1, by the Association President to the Director of Human Resources or other officer as designated by the President, within 15 days of the occurrence of the circumstances giving rise to the grievance.
- 20.05.03 For the purpose of this clause in Step 1, reference to the Dean means the Director of Human Resources (or designate), and reference to the Member means the Association.

## **20.06 Board Grievance**

- 20.06.01 The Board shall have the right to file a grievance. Such grievance shall be in writing, signed by the President or designate, and referred to the Association President within 15 days following the occurrence of the circumstances giving rise to the grievance.
- 20.06.02 Failing settlement at a meeting between the President (or designate) and the Association President (or designate) held within 15 days of the presentation of the grievance, the Association shall give the Board its written reply to the grievance within 15 days following the meeting.

## **20.07 Board/Association Grievance**

- 20.07.01 Notwithstanding anything stated above, in either an Association or a Board grievance, either party may request and, if mutually agreed, the grievance may be initiated at an agreed upon higher stage.

## **20.08 Complaints**

- 20.08.01 It is the mutual desire of the parties that the complaints of Members be adjusted as quickly as possible. Any Member who has a complaint shall discuss it with the Dean, unless mutually agreed to have another person(s) in attendance.
- 20.08.02 The Dean's response to the complaint shall be given in writing within five days after discussion with the Member.
- 20.08.03 Complaints regarding the Dean may be referred to the Professional Practices Committee.

## **20.09 Grievance**

- 20.09.01 Failing settlement of a complaint, it shall become a grievance provided it is presented within 10 days of receipt of the Dean's reply to the complaint.
- 20.09.02 The College's written response at each step shall contain reasons supporting the decision.
- 20.09.03 **Step 1:** The Association and the Member(s) shall present a signed grievance in writing to the Dean.
  - 20.09.03.1 The Dean shall arrange a meeting within 10 days of the receipt of the grievance at which the Member(s), an Association representative, the Vice President, Academic, and the Dean shall attend to discuss the grievance.
  - 20.09.03.2 The Dean and the Vice President, Academic will give the grievor their decision in writing within 10 days following the meeting.

- 20.09.03.3 If the grievor is not satisfied with the decision at Step 1, the grievance shall be presented in writing to the President of the College within 15 days of receiving the decision.
- 20.09.04 **Step 2:** Within 15 days of receiving the grievance, the President shall convene a meeting concerning the grievance at which the Association and the grievor shall have the opportunity to be present and to present evidence in support of the grievance.
- 20.09.04.1 The President shall give the grievor a decision in writing within 20 days of having received the grievance.
- 20.09.04.2 The President and the grievor may have such person(s) in attendance to present pertinent information as either deems necessary, providing throughout that the President has the right to manage the hearings in an orderly fashion to ensure a fair and proper hearing of the issues.
- 20.09.05 **Step 3:** In the event that any grievance has not been satisfactorily settled at Step 2, the matter shall then, by notice in writing to the other party within 15 days of the date of receipt by the grievor of the decision of the College President at Step 2, be referred to arbitration as per Article 20.11.

## **20.10 Mediation Procedure**

- 20.10.01 At any time prior to the matter being referred to arbitration, the Board and the Association may agree in writing to mediation of the grievance.
- 20.10.02 If the grievance has been initiated on behalf of a Member, the Member(s) must have the Association's agreement to participate in mediation.
- 20.10.03 Where the Board and the Association agree to mediation, they will agree upon a person to act as mediator. If they are unable to agree upon a person to act as mediator, either the Board or Association may request the Chair of the Labour Relations Board to appoint a mediator.
- 20.10.04 The mediator will meet with the parties forthwith to assist the parties to resolve the grievance.
- 20.10.05 If the parties fail to achieve a resolution of the grievance, the mediator may choose to prepare a report to the parties recommending how the grievance should be resolved. The parties are not bound by the recommendations of the mediator, unless they agree in writing.
- 20.10.06 The Board and the Association shall share equally the cost for and expenses of the mediator.
- 20.10.07 Where mediation does not resolve the grievance, the Board and the Association may serve notice in writing to the other parties to proceed with the grievance at the step where the grievance was, prior to mediation. This notice must be made within 15 days

of the mediator's report under 20.10.05 or the end of the mediation if the mediator chooses not to prepare a report.

## **20.11 Arbitration**

Within 10 days after receipt of the notice to refer the matter to arbitration, the parties shall attempt to agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator within 5 days of the referral, either party may request the Chair of the Labour Relations Board to appoint an arbitrator.

- 20.11.01 The arbitrator has the authority to determine appropriate procedures to ensure a full and fair hearing, including the authority:
  - a) to summon the attendance of Olds College employees to give oral or written evidence on oath,
  - b) to order access to any documents or other materials relating to the matter, and
  - c) to see any evidence or hear any witnesses that either party wishes to present.
- 20.11.02 The arbitrator shall not add to, detract from, or modify the language of any Article in this Agreement.
- 20.11.03 The arbitrator shall be confined expressly to the precise issue submitted to arbitration and shall have no authority to make a decision on any other issue.
- 20.11.04 Where disciplinary action against a member is involved and this Agreement does not contain a specific penalty for the infraction, the arbitrator may substitute any penalty as the arbitrator considers just and reasonable in the circumstances.
- 20.11.05 The decision of the arbitrator is final and binding on all parties.
- 20.11.06 The costs and expenses of the arbitrator will be shared equally by the parties.

**SECTION 4 SALARIES & BENEFITS**

**ARTICLE 21 – SALARIES**

<b>Step</b>	<b>Annual</b>	<b>Bi-Weekly</b>	<b>Qualification Step</b>
1	\$76,843.97	\$2,955.54	
1.5	\$78,592.80	\$3,022.80	
2	\$80,311.99	\$3,088.92	
2.5	\$82,031.17	\$3,155.04	
3	\$83,780.00	\$3,222.31	
3.5	\$85,499.19	\$3,288.43	
4	\$87,248.02	\$3,355.69	
4.5	\$88,967.20	\$3,421.82	
5	\$90,716.03	\$3,489.08	
5.5	\$92,435.23	\$3,555.20	
6	\$94,184.05	\$3,622.46	
6.5	\$95,903.24	\$3,688.59	
7	\$97,652.08	\$3,755.85	Journeyman, Certificate, Diploma, 4-yr. Bachelors, Accounting designation without undergraduate degree
7.5	\$99,371.26	\$3,821.97	Step 7
8	\$101,120.07	\$3,889.23	4-year Bachelors + 1 yr. Pedagogy / 2 Bachelors / Accounting designation with undergraduate degree. 2 Journeyman
8.5	\$102,839.28	\$3,955.36	
9	\$104,588.10	\$4,022.62	Masters
9.5	\$106,307.29	\$4,088.74	
10	\$108,056.11	\$4,156.00	2 Masters
10.5	\$109,775.31	\$4,222.13	
11	\$111,524.13	\$4,289.39	DVM / Ed. D/ Ph.D.
11.5	\$113,243.32	\$4,355.51	DVM / Ed. D/ Ph.D.

The salary maximum for the basic qualification level will not be exceeded with the granting of this half-way salary recognition. All Faculty Members currently entitled to or receiving a ½ step increment that exceeds the basic qualification level will be grand-fathered.

## **21.02 Pay – General**

- 21.02.01 Pay date shall be every second Friday for all Members. In the event of a holiday falling on a pay date, automated deposits shall be made on the preceding banking day.
- 21.02.02 The College shall, at the time of making payment of wages to a Member, furnish a pay statement outlining the period for which the payment is made, the rate of wages, details of any additional payment such as Coordinator stipends, overtime, payments in lieu of vacation, and details of all deductions made. This pay statement may be in the form of an electronic notification to an address provided by the Member.
- 21.02.03 If an error occurs in a Member’s pay, it will be rectified by the College as soon as possible.

## **21.03 Initial Placement**

- 21.03.01 Initial placement on the salary grid will be according to basic qualification levels defined in this article and will be based on the recommendation of the Vice President, Academic. Placement shall be based on appropriate educational qualifications, work, industrial, and/or educational experience.
- 21.03.02 Generally, credit shall be one year for one year of related instructional experience at initial placement; one year for every two years of related non-teaching experience. However, at initial placement the maximum placement will be the step that is two levels below the top of the grid for the basic qualification level. Recognition for work experience may not be double counted as requirements for a credential and also for appropriate work or industrial experience (e.g. work experience required to earn a journeyman's certificate).
- 21.03.03 Where market conditions make it difficult to attract candidates to academic positions, the Vice President, Academic may make exceptions to the salary grid.

### **21.03.04 Salary Maximums for Basic Qualifications**

#### **Step 7 Basic Qualification Level (1)**

Journeyman Certificate, College Certificate, College Diploma, Accounting designation without undergraduate degree, or up to and including a four-year Canadian university degree; or its equivalent.

#### **Step 8 Basic Qualification Level (2)**

Two bachelor’s degrees, university graduate diploma, Accounting designation with undergraduate degree, or Step 7 qualifications plus one year of recognized pedagogical training. A second journeyman certification will be recognized in the

same way as a second bachelor degree provided it is applicable to the program of instruction.

**Step 9 Basic Qualification Level (3)**

Master's degree from a Canadian university; or Step 8 qualifications plus one year of recognized pedagogical training.

**Step 10 Basic Qualification Level (4)**

Two masters degrees; or Step 9 qualifications plus one year of recognized pedagogical training.

**Step 11 Basic Qualification Level (5)**

DVM; Ed.D, Ph.D.; Step 10 qualifications plus one year of recognized pedagogical training; or any combination of appropriate recognized degrees, diplomas, journeyman certificates, and recognized pedagogical training.

**21.03.05 Pedagogical Training and Course Equivalency Definition**

21.03.05.1 Upon the Dean's recommendation to the Vice President, Academic credit for movement from one qualification level to the next higher will be granted for recognized pedagogical training, work experience, short courses, seminars, or any other program recognized by the Vice-President.

21.03.05.2 Credit for such activities will be recognized for any portion of a whole year of equivalent post-secondary education as determined by the Vice President, Academic and will be accumulated to allow a Member to build up full credit over a period of five years.

21.03.05.3 Approval for such partial credit must be received in writing from the Vice President, Academic in advance of the activity occurring.

21.03.05.4 Salary recognition for such activities will occur at the half-way point between levels of qualification and at the completion of the full year of additional qualifications. A record of credit granted will be kept in the Human Resources Department.

Upon successful completion of recognized pedagogical training, the employee shall receive a single step increase on the salary grid.

21.03.06 All degrees and diplomas conferred outside of Canada must be equivalent to a Canadian university degree or Canadian college diploma.

21.03.07 In the case of any dispute as to the equivalent value, the matter shall be referred to the International Qualifications Assessment Branch of the Alberta Government for a decision.

21.04 A Member's salary will be increased one step on his anniversary date given satisfactory performance and provided that he has not yet reached his maximum.

21.05 A Faculty Member covered by this agreement who is required to accept the responsibility and carry out the duties incident to his expertise to that which he holds, shall create an invoice for services at the appropriate commercial rate. This may include such services as, but not limited to veterinarian service, engineering service, agronomic service or other activities which would not normally be considered as part of an academic workload.

The Member and his Dean shall meet to agree on the terms and conditions for such fee for service contract. A copy of the fee for service contract shall be forwarded to the Association.

## **ARTICLE 22 – BENEFIT PLANS**

### **22.01 Participation and Plans of Insurance**

22.01.01 The College will participate in or arrange for employee participation in the existing agreed upon employee benefit plans concerning:

- Long-term disability insurance
- Group life insurance with optional and dependents coverage available
- Accidental death and dismemberment
- Extended health care including vision care, and out-of-country coverage
- Dental coverage
- Local Authorities Pension Plan
- Employment Insurance Plan
- Canada Pension Plan

22.01.02 The College shall effect and keep in force an adequate policy or policies insuring all employees against liability in respect of any claim for damages or personal injury, when acting in the course of their employment.

22.02 Any detrimental changes to the above plans shall not be undertaken without the express written consent of the Association.

### **22.03 Benefit Plans and Costs**

22.03.01 The College and the Association agree that all Members shall be covered under the following plans, except as specifically disallowed or exempted by legislation or by the regulations of the underwriting plan carrier.

22.03.02 Employment Insurance, Canada Pension Plan, Workers' Compensation, and Local Authorities Pension Plan shall be paid as required by government legislation.

22.03.03 The College and the Members shall each pay the costs of the premiums of the plans identified in Article 22.01 on the following basis:

Benefit Plan	College Paid	Member Paid
Extended Health Care	100%	0%
Dental Care	100%	0%
Vision Care	100%	0%
Accidental Death and Dismemberment	100%	0%
Life Insurance	50%	50%
Optional Additional Life	0%	100%
Dependents Life Insurance	0%	100%
Long-Term Disability Insurance	0%	100%

22.03.04 The College shall create a health spending account in the amount of \$600.00 per annum for each Member who is eligible for benefits in accordance with Article 22. Permanent part-time and temporary full-time, 3 Year Contract Members shall be entitled to a health spending account on a pro-rata basis. Amounts remaining in the health spending account of a Member at the end of any one fiscal year may carry forward and these amounts must be used by the end of the following fiscal year or forfeited. The health spending account shall be administered by a third party and maintained in accordance with federal and provincial legislation and regulation.

22.03.05 As of July 1, 2019, the College shall provide access to both a health spending account (HSA) and a personal spending account (PSA) for each Member who is eligible for benefits in accordance with Article 22. The maximum combined value of the HSA/PSA will be \$750.00 per fiscal year. This value will be prorated for those members working a partial FTE.

The HSA/PSA shall be administered by a third party and maintained in accordance with federal and provincial legislation and regulation. Faculty members will be eligible to make one (1) allocation per fiscal year, to take place between May 1 and June 15 or upon hire of a new member. Mid-fiscal year transfers will not be permitted.

Members may be reimbursed for eligible expenses incurred in a fiscal year using credits received during that fiscal year, or any unused credits that have been carried forward from the previous fiscal year. Any unused credits from prior fiscal years will be forfeited.

Health Spending Account (HSA) eligible expenses include health and dental expenses that are eligible medical expenses in accordance with the Income Tax Act and are not covered by the benefit plans specified within Article 22.

Personal Spending Account (PSA) eligible expenses may include, but are not limited to, such wellness related expenses as fitness centre memberships, fitness equipment, and family care including day care and elder care.

- 22.04 The College shall continue to provide at no cost telephones (excluding personal long distance calls) and office supplies.
- 22.05 Parking rates at the Olds College campus in Olds shall be consistent with those paid by other employees of the College.
- 22.06 Olds College will waive up to a maximum of \$200 per annum per Member to be applied against the cost of the Member or the Member's immediate family taking courses being run on a cost recovery basis. The tuition waiver is subject to minimum enrolment requirements being met without including staff or their family members and that inclusion of staff or their family members will not exceed maximum enrolment.
- 22.07 All College fees will be waived for a Member and the Member's immediate family taking regular College credit and short courses. This will not apply to programs being run on a cost recovery basis or to funds being collected on behalf of others.
- 22.08 Permanent Part-time Members shall be entitled to benefits on a pro-rata basis.
- 22.09 Immediate family for purposes of this Article shall mean the Member's spouse, and dependents as defined by the Income Tax Act.

**ARTICLE 23 – ASSIGNED AND UNASSIGNED WEEKS**

- 23.01 The period of assignable work each academic year for Faculty Members, whose usual and primary role is instructional, will be 40 weeks of assignable work.
- 23.02 The assignable work period for each Member will be established annually once the academic schedule is approved for each year by Academic Council.
- 23.03 The assignment should be made as described in Article 8.05.
- 23.04 Unassigned weeks consist of vacation time and Christmas break. For each assigned week worked, 0.3 unassigned weeks are earned. These weeks will not be carried over from year to year, with the exception of job protected unpaid leave, and will be paid out upon termination, resignation or retirement.

**ARTICLE 24 – HOLIDAYS**

24.01 Members are entitled to the following paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday (1 day)	Christmas Day
Easter Monday	Labour Day	Boxing Day

- 24.02 In addition to the holidays contained in Article 24.01, Members shall be granted the work days between Boxing Day and New Year's Day as a Christmas Break, or, if required to work on those days, shall receive overtime rates for each day or part thereof worked.
- 24.03 If Christmas Day, Boxing Day, or New Year's Day falls on a weekend, days in lieu of shall be designated either before December 25 or after January 1.
- 24.04 When a holiday as defined in Article 24.01 falls outside of assigned weeks, an additional day off, at a date mutually agreed upon, shall be granted during assigned non-instructional time.
- 24.05 When a holiday as defined in Article 24.01 falls on a Saturday or Sunday, the College shall designate a day in lieu thereof. When a Member is required to work on a holiday as defined in Article 24.01, the College shall designate a day in lieu thereof.
- 24.06 Requests for leave without pay on religious holidays will be considered provided that adequate notice of the request is given.

## **ARTICLE 25 – BUSINESS TRAVEL**

- 25.01 Members authorized to use their private vehicle on approved College business, or who are required to travel in the performance of their duties, shall be paid mileage and be reimbursed personal and other travel expenses in accordance with the *College Travel Expense Policy*. Members choosing to use their own vehicle for college business are encouraged to supply their own personal liability insurance rider.
- 25.02 A Member using a College vehicle on approved College business shall be reimbursed personal and other travel expenses in accordance with the *College Travel Expense Policy*.
- 25.03 The Business Services Department shall maintain a current travel expense policy comparable to provincial government rates.
- 25.04 Medical expenses incurred while travelling on College business outside of Canada shall be paid in accordance with the terms and conditions of the benefits policies carried by the College.
- 25.05 Extraordinary or emergency expenses, including transportation, not otherwise covered by the College's benefits policies, shall only be paid or reimbursed provided that prior approval from the College is obtained.
- 25.06 Where it proves impractical to obtain the College's prior approval as set out above, the College at its discretion may reimburse the Member, but the onus shall be on the Member to justify the costs incurred.

## **ARTICLE 26 – SICK LEAVE**

- 26.01 All Members as designated by the Board shall take part in a Long-Term Disability Insurance Plan. The Member shall pay 100% of the cost of such insurance as per Article 22.
- 26.02 The College shall pay salary to a Member in the following manner:
- a) After the first three months of employment, and during any subsequent year during the currency thereof, a Member shall be entitled to full salary during illness until the Member qualifies for Long-Term Disability Insurance.
  - b) If so requested by the Dean, Members shall present a certificate of illness from a qualified medical practitioner when they are absent for a period of five or more consecutive days.
  - c) Leave with pay due to illness shall be for a maximum of 60 working days or three calendar months, whichever is less. This entitlement shall be reinstated in the case of a new or recurring illness.
  - d) Benefits will continue during the period of illness under (c).
- 26.03 After the illness period has expired under Article 26.02 (c), the Member will commence on long-term disability upon approval of the carrier of the Long-Term Disability Insurance Plan.
- 26.04 A Member may be required to supply a certificate of fitness from a qualified medical practitioner certifying medical fitness to return to work, and such certificate shall be conclusive of the Member's fitness at that time.

## **ARTICLE 27 – DISABILITY MANAGEMENT**

- 27.01 Where a temporary or permanent injury occurs to a Member as a result of accident or illness and the Member is unable to return to the Member's position, the Dean and the Association may determine if alternative employment placement is possible.
- 27.02 Where an alternative employment placement is established, it will be based on the agreement of the Vice President, Academic, the Association, and the Member, and that agreement will contain such terms and conditions as are appropriate for the placement.

## **ARTICLE 28 – FACULTY PROFESSIONAL DEVELOPMENT**

- 28.01 The College recognizes that a requirement of the position of a Member is the need to continually upgrade individual technical skills, leadership skills and professional competencies through activities resulting in the attainment of individual, School and College goals and objectives.

- 28.02 To achieve these goals, a Faculty Professional Development Budget shall be maintained as per this Article and administered as outlined in *The Faculty Professional Development Policy*. Changes to the Policy shall not be made without the express written consent of the Association through formal contract negotiations.
- 28.03 Categories of development shall include Short-term Development, Long-term Leave, Extended Program of Study, and Industrial Attachment/Secondment as identified in *The Faculty Professional Development Policy*. (Article 4.0)
- 28.04 A Faculty Professional Development Committee consisting of six members will be established in accordance with *The Faculty Professional Development Policy*. (See Article 7.0 for committee structure, terms of reference, and process)
- 28.05 The Faculty Professional Development Committee will budget and allocate funding in response to applications and priorities. The annual budget of the Faculty Professional Development Committee will be set at a level no less than 3% of the total budgeted salary for the categories of Faculty including Permanent Full-time, Permanent Part-time, 3 Year Contract, and Temporary Full-time. This budget will be made up of the annual interest earnings from the Faculty Development Endowment Fund, minus the amount reinvested in the endowment, and an annual allocation from the College Operating Budget.
- 28.06 The Faculty Development Endowment shall accumulate in a restricted account(s) for the purpose of funding annual professional development activities for Members.
- 28.07 Olds College shall be responsible for investing the Faculty Development Endowment in accordance with the College's Investment Policy. An annual report detailing all endowment financial activity shall be given to the Association at the completion of the College's consolidated audit.
- 28.08 Olds College will create a Faculty Development Restricted Net Asset Account (Account) that will be dedicated to faculty professional development. The Account will be adjusted each year-end based on financial results of the year just ended. Adjustments to the Account will occur as follows:
- Unspent budgeted amounts from the annual Faculty Development Budget will be allocated to the Account. Allocations to the Account will be capped so that the Account will not exceed \$100,000.
  - Reductions to the Account will only occur if there are over-expenditures for the annual Faculty Development Budget. The reductions to the Account will equal the amount of the Faculty Development Budget over-expenditure but be capped so that the Account will not be less than \$0.
- 28.09 The College recognizes that in some circumstances it is to the advantage of the College to have a Member registered as a member of a professional association. Upon application by Members to their Dean and with written approval, the College agrees that such memberships shall be paid by the College on behalf of the Member.

- 28.10 The terms, conditions and procedures related to the granting of Faculty Professional Development funding shall be established and reviewed on a term consistent with the length of this Collective Agreement and as set out in *The Faculty Professional Development Policy*.
- 28.11 All Members shall be eligible to apply for Short-term Development funding. Only non-probationary Permanent Full-time, and non-probationary Permanent Part-time Members shall be eligible for Long-term Leave, Extended Program of Study, and Industrial Attachment/Secondment funding.
- 28.12 All Members on professional development leave with pay shall be covered for 100% of all benefits while on such leave unless the carrier contract disallows such.
- 28.13 Statutory holidays shall be paid at the Member's reduced rate of pay. The Members shall earn unassigned weeks at their full rate of pay, and such unassigned weeks earned, shall be used as part of the leave.
- 28.14 Members on professional development leave without pay shall not earn unassigned weeks but shall be allowed to maintain all appropriate benefits at their cost.
- 28.15 Appropriate arrangements for monthly payments shall be made with the Business Services Department before starting such leave without pay.
- 28.16 It is the responsibility of the Committee to determine the exact level of support to be provided, but the combination of outside support and Faculty Professional Development Funding or College extended support shall not exceed 100% of salary.
- 28.17 Training necessary to maintain a Member's qualifications as required by their professional association shall be eligible for funding from the Faculty Professional Development Budget.
- 28.18 In the event of a Member's death prior to the completion of the return service commitment, the College shall release the Member's estate from any and all liability.

## **SECTION 5 WORKPLACE ENVIRONMENT**

### **ARTICLE 29 – LEAVES OF ABSENCE**

- 29.01 Subject to the approval of the Vice President, Academic, leaves of absence with or without pay may be granted for any reason other than those referred to in this Article. Members shall make application in writing giving adequate and reasonable notice of leave and the reasons therefore. Members shall be re-engaged in their former appointment if available and, if not available, a comparable appointment without loss of seniority.
- 29.01.01 In all cases of leave of absence without pay, Members shall have the right to maintain benefits by paying 100% of the premium cost, where the carrier permits, on a monthly basis.

## **29.02 Maternity, and Parental Leave**

- 29.02.01 A Member who has completed at least 90 calendar days of continuous service for the College shall, upon written request, be entitled to maternity and/or parental leave for a period not to exceed a combined maximum of eighteen months.

Of the combined eighteen months, the period of Maternity leave shall be equal to sixteen weeks, with the period of Parental leave representing a maximum of sixty-two weeks as per Alberta Employment Standards.

Parental leave can start any time after the birth or adoption of a child, but must be completed within 78 weeks of the date the baby is born or placed with the Member.

- 29.02.02 Where possible, the Member shall give the Dean at least two months' notice in writing of the day upon which she intends to commence maternity leave, and such leave shall normally commence at the beginning or end of a half semester during the instructional year.

- 29.02.03 For that portion of a maternity leave where the Member has a valid, health-related reason for being absent from the workplace, she is entitled to sick leave under Article 26 and to the benefits contained in Article 22, subject to the appropriate cost-sharing formula, if any, and the Member providing medical substantiation satisfactory to the College.

- 29.02.04 The College has the option of utilizing an Employment Insurance Supplemental Employment Benefit (SEB) plan to supplement an eligible Member's Employment Insurance benefits in order to meet its obligations under Article 29.02.03.

- 29.02.05 A Member who wishes to resume employment upon the expiration of maternity/parental leave as approved shall give the Dean two months' notice in writing of the day on which employment is to resume, and the Member shall be re-engaged in the former appointment if available and if not available, in a comparable appointment.

- 29.02.06 If, in the event of stillbirth, miscarriage, or other emergency within 16 weeks of the estimated due date, the Member is still entitled to maternity leave but is not entitled to parental leave.

The leave will end 16 weeks after it begins. If the Member wishes to return at an earlier date than originally agreed to, she immediately shall inform the Dean who shall endeavor to arrange for such earlier return.

- 29.02.07 Male employees will have benefits equal to those of female employees in the case of parental leave, and shall give the same notice as required in Article 29.02.02.

### **29.03 Jury and Witness Duty**

- 29.03.01 Members required to appear for or serve jury duty or who are served with a subpoena to appear as a Court witness shall not have their regular salary reduced for the period concerned, subject to Members' paying the jury duty or witness fees to the College.
- 29.03.02 Members shall notify their Dean immediately after receipt of notice of selection for jury duty or the subpoena requiring appearance as a witness. The College may require the Member to furnish a certificate of service from an officer of the Court.

### **29.04 Government Office**

- 29.04.01 Where a Member stands for election as an official of a municipal, provincial or federal government, the Vice President, Academic may grant, upon mutual consent and subject to satisfactory replacement, the Member's request for a leave of absence without pay to campaign, following the issuance of a writ of election.
- 29.04.02 If the Member is elected, the College may grant a leave of absence without pay as needed for that Member to fulfill duties as an elected official.
- 29.04.03 Any election activity by Members or duties of elected office shall not interfere with or be disruptive to their duties at the College or they shall be required to take a leave of absence without pay.
- 29.04.04 If Members resign their appointment as a result of election, they shall be considered to have resigned with proper notice.
- 29.04.05 Members who are appointed to a public or private service board, commission, or similar body, shall notify the Dean and may be granted a leave of absence with or without pay at the discretion of the Vice President, Academic.

### **29.05 College and Non-College Foreign Service**

- 29.05.01 Where operational requirements permit and with the approval of the Member's Dean, the Vice President, Academic is prepared to release a Member for foreign service.
- 29.05.02 Such approval shall be given in writing to the Member who shall notify the Association. This leave may be granted with or without pay at the discretion of the Vice President, Academic.
- 29.05.03 A Member may be hired by a "temporary employer" for Foreign Service for up to two years, provided that:
  - a) The project is relevant to the Member's professional growth, and
  - b) A suitable substitute can be found.

29.05.04 Temporary employers include, for example, the Canadian International Development Agency; a foreign government, college, or university; the United Nations, or any agency supplying aid to third world countries.

## **29.06 Professional Association**

29.06.01 Upon written request, the Vice President, Academic may allow leave of absence without pay or for the outside organization to purchase release time for a Member elected to an executive position of the Alberta College & Institutes Faculties Associations, Colleges & Institutes Canada, or other educational or professional associations for the term of office provided that the College can obtain a qualified replacement for the Member.

29.06.02 In the case of Article 29.06.01, if the outside organization is unwilling or unable to buy release time, then the Vice President, Academic may at his discretion grant release time with pay for the Member.

## **29.07 Employee Contribution Leave Of Absence Option Plan**

29.07.01 Members who wish to participate in the Employee Contribution Leave of Absence Option Plan shall declare their intention by applying to their Dean by April 30 of the year in which the Member wishes to begin the plan.

29.07.02 Contributions to the Plan will begin July 1 of that year and continue for a pre-determined number of months which shall not be less than 12 or more than 60 months of payments. When a Member's application has been refused, the Member will be notified in writing and the rationale will be given.

29.07.03 Actual implementation of the leave will be upon mutual agreement between the Member and the Vice President, Academic, but may not be extended for more than 12 months.

29.07.04 All applications shall be passed on to the Vice President, Academic who shall prioritize applicants as per Articles 29.07.19 and 29.07.20.

29.07.05.1 Approval of applications including a signed payroll deduction authorization for the Employee Contribution Leave of Absence Option Plan is the responsibility of the Vice President, Academic who shall notify all applicants as to their status by June 1.

29.07.05.2 Upon approval, the Member shall indicate acceptance within 10 days or forfeit the approval.

29.07.06 The Member shall contribute 15% of salary in each of four years and receive 85% of salary while on leave in year five.

29.07.07 Deductions shall be made on a monthly basis.

- 29.07.08 Annual salaries shall be determined from the salary schedule in effect as of July 1 of each year of contribution and contributions will increase automatically on the Member's increment date.
- 29.07.09 The Member may opt out of the Plan at any time before February 28 of the release year, and shall then receive in the following month, the principal collected plus accrued interest computed at the rate paid on the College operating account.
- 29.07.10 Members who choose to stop participation may do so by notifying the Dean in writing. Members who die during the period of contributing to the Plan will have the principal plus accrued interest paid to their designated beneficiary or estate.
- 29.07.11 If regulations permit, a Member opting out of the Plan may request to have the lump sum or portion thereof paid into a Registered Retirement Savings Plan.
- 29.07.12 The Member cannot opt out after February 28 of the year in which the leave is to commence.
- 29.07.13 The Member normally cannot prepay the Plan in order to obtain a more rapid release. However, in special circumstances to allow for orderly planning of College business, the President may allow a Member to make the total contributions over a shorter period.
- 29.07.14 Contributions will normally be made over a consecutive period of months; however, with mutual agreement a Member may postpone contributing for a specified period no longer than 12 months, thereby delaying the release date. Such request for postponement shall not be unreasonably denied.
- 29.07.15 Members already enrolled or accepted for enrollment, while on leave of absence with reduced pay or without pay, may choose to terminate participation, to suspend contributions during the leave of absence, or to continue in the Plan, providing they pay to the College on a monthly basis the predetermined percent of their regular non-leave monthly salary during the period of absence. These arrangements shall be concluded before Members begin their leave of absence.
- 29.07.16 The taking of leave may be postponed for one year by the President for operational reasons, provided that the Member is advised not later than February 28 in the year the leave was to have commenced.
- 29.07.17 The College will continue to pay interest compounded monthly at the rate paid on the College operating account on contributions held on deposit.
- 29.07.18 No more than 10% of the academic staff may be away on an Employee Contribution Leave of Absence Option Plan at one time.
- 29.07.19 If two persons apply for the Plan at the same time, their priorities shall be set as follows:
- a) Seniority as a Member shall increase that person in priority;

- b) The College's inability to replace that person shall drop that person in priority;
- c) Other similar leaves shall drop that person in priority.

- 29.07.20 When a Member's application has been refused, the Member will be notified in writing and the rationale will be given.
- 29.07.21 A Member who is participating in this Plan and who is on general illness leave shall continue to have the predetermined percent of base salary deducted on a monthly basis.
- 29.07.22 A Member's participation in this Plan may, at the option of the Member, be terminated, continued, or suspended for any period during which the Member is receiving LTDI benefits.
- 29.07.23 LTDI benefits will be calculated as though the Member were not participating in the Employee Leave of Absence Option Plan.
- 29.07.24 The period of leave is both pensionable and insurable subject to the regulations of the Local Authorities Pension Plan, the Canada Pension Plan, the Employment Insurance Act, and Canada Customs and Revenue Agency.
- 29.07.25 In terms of employee benefits during the period of leave, the following items are considered:
- a) The Member shall be on leave for the agreed upon period at the predetermined rate of pay, and in addition shall be paid 2% of salary and the leave shall be considered a leave with pay.
  - b) Unassigned weeks shall not be deemed to be accumulating while on leave. All statutory holidays and vacation earned in that year shall be considered to have been taken.
  - c) General illness days cannot be used while on leave except for the 60 days needed for a Member to become eligible for LTDI.
  - d) The Member is entitled to full benefits during the period of leave as if it had been a normal year of employment. All premiums shall be paid in the usual manner in accordance with the provisions of this Collective Agreement.
- 29.07.26 The leave period may count as experience for the purpose of experience increments if mutually agreed upon before the leave commences.
- 29.07.27 Any policy and regulations developed in implementing the Employee Contribution Leave of Absence Option Plan shall be consistent with this Agreement and shall have the same force and effect as though each and every provision therein were recited within the terms of this Agreement.

## **29.08 Military Leave**

- 29.08.01 The Vice President, Academic may grant Military Leave without pay to a Member:

- a) Where such services are required by the Department of National Defence to meet a civil emergency for the duration of the emergency;
- b) Where, during a national emergency, the Member volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; and
- c) Where the Member volunteers for military training, special training, or special duty, for a period not exceeding six weeks.

29.08.02 Where Military Leave is approved, the Member shall not be required to forfeit any vacation entitlements.

29.08.03 Military Leave to attend annual training shall not exceed 10 working days.

29.08.04 Members may, at their own cost, maintain benefits during this period.

### **29.09 Mental or Physical Illness Leaves**

29.09.01 When, as a result of mental or physical illness, including alcoholism and drug addiction problems, it is desirable for a Member not to instruct or associate with students, the Member shall be entitled to sick leave benefits. Thereafter, the Member shall be entitled to the provisions of Long-Term Disability, subject to the Long-Term Disability Policy identified in Article 26 until reasonably assured by a qualified medical practitioner that a return to duties is in order.

29.09.02 The College reserves the right to have the Member examined at College expense by a College approved, licensed medical practitioner.

### **29.10 Compassionate Leave With Pay**

Family responsibilities and bereavement leave shall be granted to a Member under the circumstances listed below. The granting of these leaves with pay is subject to Article 29.10.01, and the corresponding maximum length of each are as follows:

- a) Illness within the immediate family—four (4) days
- b) To take an immediate family member to a medical or dental appointment or to an appointment with school authorities—one (1) day
- c) Bereavement—four (4) days
- d) Attend funerals as a pall-bearer or mourner—one (1) day
- e) Travel time for illness within the immediate family or bereavement—two (2) days
- f) Executor of estate—one (1) day
- g) To be present at birth or adoption proceedings of Employee's child—one (1) day.
- h) Domestic violence leave, five (5) days

29.10.01 Application of Article 29.10 shall be subject to the following provisions:

- a) Immediate family shall mean spouse, child, parent, or a relative whose chief domicile is the Member's residence. The leave of absence for illness within the immediate family may be granted for the purpose of the temporary care of the person that is ill.
- b) Bereavement - leave of absence will be granted in the event of the death of any of the following relations of a Member or a Member's spouse: parents, guardian, parent-in-law, grandparent, grandchild, child, , brother, sister, or the spouse of any of them, or a relative whose chief domicile is the Member's residence.
- c) Mourner - leave of absence will be granted where operational requirements permit, subject to the approval of the Member's supervisor.
- d) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved.
- e) Executor of estate shall apply only when the Member has been designated as an executor of the estate for the deceased.

29.10.02 The maximum length of time specified for each circumstance requiring use of family responsibilities and bereavement leave shall not be exceeded; however, family responsibilities and bereavement leave may be granted more than once for the same circumstances within a calendar year, provided the total family responsibilities and bereavement leave granted does not exceed ten (10) working days per calendar year, unless additional family responsibilities and bereavement leave is approved by the Vice President, Academic.

## **29.11 Compassionate Leave Without Pay**

29.11.01 The granting of these leaves of absence are without pay but include benefits at the normal cost sharing. The granting of these leaves with pay is subject to Article 29.10.01, and the Alberta Employment Standards. The corresponding maximum length of each are as follows:

- a) Critical illness of an Adult Family Member, sixteen (16) weeks
- b) Critical illness of a child, thirty-six (36) weeks
- c) Compassionate care leave, twenty-seven (27) weeks
- d) Disappearance of a child by crime, fifty-two (52) weeks
- e) Death of a child by crime, one hundred and four (104) weeks
- f) Domestic violence leave, five (5) days.

## **29.12 Unassisted Leave**

29.12.01 All Members may be granted unpaid leave for up to two years to take educational training or for personal reasons as may be agreed to by the Member and the Vice President, Academic.

## **ARTICLE 30 – WORKERS’ COMPENSATION**

- 30.01 All Members shall be covered by Workers’ Compensation under *The Workers’ Compensation Act*.
- 30.02 In accordance with The Workers’ Compensation Act, when a Member sustains an injury in the course of duties, the Member and the Member’s supervisor shall report the injury using the required Workers’ Compensation forms for that purpose. The President shall complete and submit the Employer’s Report of Accident to the Workers’ Compensation Board within 72 hours of acquiring knowledge of an accident or alleged incident.
- 30.03 If the injury causes the Member to be absent from work, the Member and the President shall complete and submit the required Workers’ Compensation forms for that purpose to the Workers’ Compensation Board. If the claim is approved by the Workers’ Compensation Board, the Member shall be paid regular salary for a period of 60 consecutive days, providing that any benefits received from the Workers’ Compensation Board for lost wages during this period are assigned to Olds College.
- 30.04 If the Member has not returned to work due to injury when this period has expired, the Member shall then be paid according to the rate prescribed by *The Workers’ Compensation Act* and shall be paid the entitled benefits under the provisions of the Long-Term Disability Plan.
- 30.05 The College shall pay the Member’s regular salary for the day of the injury, if the injury disables the Member for all or part of the day of the injury. That day will not be deducted from the eligibility period specified in Article 30.03.
- 30.06 The College shall provide transportation at no cost for an injured Member to the nearest hospital or treatment facility.
- 30.07 The eligibility period for payment of regular salary specified in Article 30.03 will not apply in the event of a recurrence of a disability due to a previously claimed injury payable under this Article, unless the Member has not used the total eligibility period, in which case the unexpended period of eligibility may be applied.

## **ARTICLE 31 – HEALTH AND SAFETY**

- 31.01 The College and the Association agree to co-operate on Occupational Health and Safety issues including participation on the Occupational Health and Safety Committee.
- 31.02 The College and the Association recognize that the active support of everyone is required to ensure that appropriate health and safety standards are developed and maintained at the College.

- 31.03 In any situation where the Occupational Health and Safety Committee determines that there is imminent danger to health and safety or that a violation of *The Occupational Health and Safety Act* exists, the Committee shall recommend action to the President or his designate.
- 31.04 The College will make reasonable provision for the appropriate safety, health, and environmental conditions of air, lights, space, and temperature of Members' work areas in the College.
- 31.05 A complaint of a Member concerning safety, health, and the environmental conditions mentioned herein shall be first presented to and discussed by the Occupational Health and Safety Committee but shall not preclude the provisions of the Grievance Procedure.
- 31.06 Members shall have the right to refuse to work in what they believe to be unsafe working conditions without jeopardy to employment and without loss of pay, providing that this belief is consistent with the guidelines of *The Occupational Health and Safety Act*.

## **ARTICLE 32 – CLOTHING, SUPPLIES, AND MATERIALS**

- 32.01 Protective clothing, specialized clothing, and safety equipment shall be supplied by the Board as required by the *Occupational Health and Safety Act* and the regulations thereto. Additional specialized clothing not covered by the foregoing *Act* deemed necessary by the appropriate Dean shall be supplied by the Board. Cost and safety standards must be determined between the Dean and the affected Members before purchase.
- 32.02 If a dispute arises involving safety matters and/or protective or specialized clothing appropriate for the work area concerned, the Olds College Occupational Health and Safety Committee shall arbitrate the matter, and its decision shall be final.
- 32.03 The Board will supply and replace all necessary uniforms and protective or specialized clothing and safety equipment as needed for the protection of Members and their personal garments or as required by the *Occupational Health and Safety Act* and the regulations thereto.
- 32.04 The Board will supply all necessary texts, tools and other materials as determined through mutual agreement with the Member for the proper performance of instructional assignments or any other assigned related duties.
- 32.05 Members normally will not be required to supply or to use their personal tools or any other equipment in the performance of their instructional assignments. However, if any such personal equipment is used (as a result of mutual agreement, including the determination of the replacement value between Members and their Dean), the Board agrees to replace such equipment at replacement value if damaged or lost.

32.06 A Member will be required to supply a list of such equipment in use along with replacement value prior to commencing the work requiring the use of the tools.

### **ARTICLE 33 – PROFESSIONAL SERVICES INDEMNIFICATION**

33.01 Where a Member, as a condition of employment, provides professional services within the scope of assigned College duties, the College shall maintain a policy of insurance indemnifying the Member for liability arising from the provision of such professional services by way of an extension to the General Liability Insurance or otherwise.

### **ARTICLE 34 – HARASSMENT**

34.01 The College and the Association recognize the right of Members and students to work in an environment free from harassment, and the College undertakes to investigate any complaint of harassment and to discipline in an appropriate manner any Member or student found to be engaging in harassment.

34.02 The College *Harassment Policy* shall have the same force and effect as if it were a part of this Agreement.

34.03 It is understood that nothing contained in this Article shall limit the right of a Member to grieve providing the procedures established in the relevant policies have been followed first.

34.04 The College and the Association agree that there will be no discrimination against any Faculty Member or prospective Faculty Member by reason of race, religious beliefs, colour, gender, physical or mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political or religious affiliation.

34.05 The College and the Association acknowledge that a proper workplace climate is essential to educational achievement and a positive College climate. Abusive acts against Members will not be tolerated.

34.06 The College and the Association recognize that every Member has a right to freedom from violence in the workplace. Violence refers to any conduct directed toward a Member that hurts or causes harm through verbal, physical, sexual or psychological means. Workplace violence involves any incidents where a Member is abused, threatened, or assaulted during the course of employment. This includes the application of force, threat (with or without a weapon) and verbal abuse.

### **ARTICLE 35 – COPYRIGHT, INDUSTRIAL DESIGN, AND PATENT**

35.01 Members are encouraged to undertake research and other creative activities to enhance instruction for the benefit of the students and to further the reputation of the College and the Member.

- 35.02 Copyrights, industrial designs, and patents which are produced by Members, with a prior written mutual understanding between an individual Member and the Vice President, Academic that the product is for the benefit and use of the College, and where the College provides all required resources, will be the property of the College.
- 35.03 Copyrights, industrial designs, and patents resulting from the joint effort and input of the Member and the College are the joint property of the Member and the College, with the specific division of proceeds to be mutually agreed prior to the commencement of the project.
- 35.04 In the event that such a property is considered to have commercial potential, the Member and the College will develop a contract for the use and marketing of the property.
- 35.05 Copyrights, industrial designs, and patents which are the result of a Member's creative pursuits without any use of College time and resources are the property of the Member as the author-creator.
- 35.06 In the absence of prior mutual agreement, copyrights, industrial designs, and patents will be considered to be the property of the College unless the author-creator demonstrates that it should be otherwise.

#### **ARTICLE 36 – CULTURAL DIVERSITY**

- 36.01 Olds College and the Association value, respect, and embrace diversity in our learning and working environment.
- 36.02 Olds College and the Association recognize and value individual differences, unique attributes and cultural customs, beliefs and practices which contribute to the Olds College Vision of being the premier learning institution in Canada.
- 36.03 In order to be a culturally competent and inclusive organization, Olds College and the Association will work towards refining policies, practices and procedures to support the rights and integrity of students, faculty, staff, and others.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF OLDS COLLEGE**  
**AND**  
**THE OLDS COLLEGE FACULTY ASSOCIATION**

**Early Retirement Incentive**

This initiative would allow permanent Academic Staff Members to indicate their desire to retire/resign well in advance of the required notification period in the Collective Agreement. Academic Staff Members would be rewarded with a financial incentive for providing early notification, as there are inherent advantages to College operations to know this information well in advance.

**Value of early retirement/resignation notification includes:**

1. Less impact on individuals if we can plan our Human Resource needs.
2. Program changes can be planned so they have minimal impact on people.
3. Workload planning can be done with minimal adjustments late in the Spring/Summer.
4. Succession planning can be considered, especially when specialized skills are required.
5. Budget planning for transition costs and recruitment can be considered during the January - March budget process.

**Conditions of the program:**

1. An irrevocable letter of retirement/resignation would be signed by the Academic staff Member and submitted to their Dean.
2. No changes or deviation to the agreed upon timeline established below unless determined by Administration to be advantageous to the College.
3. This will only be extended to Members who notify us in the pilot and it has no future implications for early retirement/resignation notification.
4. Academic Staff Members must have a minimum of 7 years of service at Olds College to be eligible.

**Parameters of this program:**

- 1 An Academic Staff Member who notifies his/her Dean in writing of his/her retirement/resignation must do so ***by noon on November 15, of the current year.***
2. An Academic Staff Member must provide an irrevocable letter of retirement/resignation effective on one of the dates below.
3. If another date is suggested by an Academic Staff Member, the decision related to compensation and operational benefits would be at the discretion of Administration.

4. The financial incentives for early retirement/resignation notification based on full-time status follow. Permanent Part-time Academic Staff Members would receive prorated incentives based on their full-time equivalent:
  - a. If the date is June 30, next calendar year: \$10,000.
  - b. If the date is December 31, next calendar year: \$12,500.
  - c. If the date is June 30, two calendar years into the future: \$15,000.
5. Payment will be awarded as a lump sum. The payment would be made at the regular pay day and would be within fourteen (14) days of the date of retirement/resignation.

Depending on operational requirements and approval of the Academic Staff Member's Dean, unassigned weeks earned but not yet taken are paid out to as a lump sum on the Academic Staff Member's last pay.

On October 15<sup>th</sup> of each fiscal year, Administration will set a limit on the number of applications that will be considered/accepted in any one fiscal year. Academic Staff Members will have between October 15<sup>th</sup> and noon on November 15<sup>th</sup> to participate in this opportunity.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF OLDS COLLEGE**  
**AND**  
**THE OLDS COLLEGE FACULTY ASSOCIATION**

**Instructional Assistant Utilization Study**

The Board and the Association agree to establish a committee of equal representation to develop a study and provide recommendations for the utilization of Instructional Assistants (IAs) in the delivery of programs of study at Olds College. The committee will be named within 60 days of the date of ratification of the Collective Agreement.

The committee will:

- Conduct research to identify:
  - How Schools are currently utilizing Instructional Assistants and how are they measuring effectiveness.
  - How Schools are making decisions related to determining the need for and number of instructional assistants.
  - What strategies and understandings are Schools providing to Instructional Assistants in their roles and responsibilities.
  - What resources are being provided to build capacity for Instructional Assistants.
- Provide recommendations arising from the research undertaken.

The committee will report its recommendations to the parties by June 30, 2019.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF OLDS COLLEGE**  
**AND**  
**THE OLDS COLLEGE FACULTY ASSOCIATION**

**Course/Instruction Evaluation Review**

The Board and the Association agree to establish a committee of equal representation of administration and faculty, with a total of six Members, to review and revise the student feedback tool for course/instruction evaluation. The committee will be named within 60 days of the date of ratification of the Collective Agreement.

It is understood the student feedback is used for instructional improvement and not for disciplinary purposes.

The committee will:

- Conduct a review of the current Course/Instruction Evaluation tool and implement revisions as agreed
- Establish guidelines to support student growth and learning in how to provide effective feedback
- Establish guidelines for a Pilot Project that will see all courses available for student Course/Instruction Evaluation each semester
- Agree on the appropriate changes to the Faculty Evaluation Policy
- Changes will go into effect in September 2019

Unresolved issues will be sent to the Vice President Academic for resolution.

The committee will report to the parties by June 30, 2019.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF GOVERNORS OF OLDS COLLEGE**  
**AND**  
**THE OLDS COLLEGE FACULTY ASSOCIATION**  
**Learning Environment and Student Experience Fund**

The Board and the Association agree to establish a fund to improve the learning environment and student experience during 2019. The following conditions will apply:

1. The funds will be generated from endowments or other advancement sources that do not impact the regular operating budgets.
2. The total amount of the fund will be fifty-eight thousand, five hundred dollars (\$58,500) dollars that will be transferred to the Faculty Association in January 2019.
3. Administration of the fund will be the responsibility of the Faculty Association who will allocate the funds based on requests from faculty to improve the learning environment and student experience.
4. A report of all spending allocations will be sent to the Vice President, Academic by January 31, 2020. The report will include the name of the faculty member(s), the amount of funds allocated, the date the funds were allocated and a brief 2-3 sentence description of how the funds improve the learning environment and student experience.
5. Any surplus funds not allocated by December 31, 2019 will be returned to Olds College.

This letter of understanding will come into effect upon the ratification of the 2018 - 2020 Collective Agreement.