

COLLECTIVE AGREEMENT BETWEEN
THE BOARD OF GOVERNORS OF THE ALBERTA COLLEGE OF ART AND DESIGN
and
THE ALBERTA COLLEGE OF ART AND DESIGN FACULTY ASSOCIATION
July 1, 2016 – June 30, 2019

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ARTICLE 1: DEFINITIONS

A word used in the singular may also apply in the plural.

1.01 For purposes of this Agreement, unless the context otherwise requires:

Academic Semester means the period of classroom instruction and student evaluation which does not normally exceed sixteen (16) weeks.

Academic Staff means employees whom the Board has designated as academic staff under the provisions of the Post-secondary Learning Act, and may include Teaching, Non-Teaching and Visiting faculty (Article 8).

Academic Year means the months from July 1 to June 30 inclusive, each year.

ACADFA or **Association** means the Alberta College of Art and Design Faculty Association.

Act means the Post-secondary Learning Act.

Agreement means the Collective Agreement in force between the Board of Governors and the Alberta College of Art and Design Faculty Association.

Arbitrator means a single Arbitrator selected in the grievance procedure (Article 19).

Associate Chair means a faculty member appointed by the VPRAA, in consultation with the School Chair, to perform Associate Chair duties for a specified period of time (Article 10.06).

Board means the Board of Governors of the Alberta College of Art and Design. For purposes of this agreement, the Board may also appoint designees to represent them.

College means the Alberta College of Art and Design, through its authorized staff acting as the employer of employees covered by this agreement.

Consultation as applied in this agreement shall mean a full and frank discussion between parties of the issues involved in proposed changes to policies, procedures or processes, and decisions involving their implementation.

Consultation as it applies to joint Board/ACADFA issues means the process of discussing or reviewing a joint issue between a board designee and an ACADFA designee or during Joint Consultation as in Article 18, allowing a reasonable time not to exceed ten (10) days for deliberation of a response, and considering the response before a decision is made.

Coordinator means a faculty member appointed by and reporting to the VPRAA to take primary responsibility for performing a coordination role for a specified period of time, the scope of which is organization-wide or across multiple academic units (Article 10.06).

Course means a series of distinct classes with the opportunity to attain the credits attached to a single specific entry in the ACAD course calendar. Course credit weight of 3.0 and above is a measure of student workload, not faculty workload, and is determined by Academic Council.

Day means a work day on which a member is normally expected to be available during the week and during which workload may be assigned as specified under Article 10.

Drop/Add Date means the last day a student can drop a course without a transcript record or add a course in an academic semester as published in the academic schedule.

Immediate Supervisor means the person to whom a member reports.

Member means an employee designated by the Board who is a member of ACADFA.

Month means a calendar month.

Party means the Board or the Association.

Pedagogy means the strategies, techniques, and approaches that faculty use to facilitate learning, or the study of the methods and application of educational theory to create learning contexts and environments.

President and CEO means the President of the College or designee.

Professional Activities means studio practice, scholarly practice, work, achievement, experience, competence and status and shall include, but not be limited to, research, the production of art, design, and published works, and the preparation of art exhibitions and design contracts.

Program or Major means a studio or academic teaching unit of the College.

School means the administrative academic unit of the College.

School Chair means the person(s) appointed by the VPRAA complying with the established Hiring Practices Procedure 400.03.01 as the administrative leader of a School and immediate supervisor of all academic staff within the School at the College.

School of Critical and Creative Studies faculty means a member who teaches in School of Critical and Creative Studies and is subject to the responsibilities assigned as part of this affiliation.

Senior Academic Officer means a senior administrative officer in Research and Academic Affairs holding an academic appointment as described in the Letter of Understanding on Academic Administrative Appointments.

Stipend means a salary or fixed money allowance paid at regular intervals or as a one-time payment.

Teaching Assistants/Research Assistants are graduate students who are contracted for service in support of the teaching and research programs of the College as a whole and who are not covered under the terms of this agreement.

Vice President, Research and Academic Affairs (VPRAA) means the person designated by the Board as the College's Chief Academic Officer or designee.

Visiting Artists/Visiting Designers/Visiting Lecturers means a person(s) contracted for short-term service in support of the mandate of a program or the College as a whole and who is not covered under the terms of this agreement.

Week means the days of Monday to Sunday inclusive.

ARTICLE 2: ACADFA RECOGNITION

- 2.01 Employees whom the Board may designate as academic staff under the provisions of the Post-secondary Learning Act shall be members of the Association.
- 2.02 The Board recognizes the Association as the exclusive bargaining agency for all employees employed as academic staff. The Board shall not enter into any agreement or terms and conditions of employment which are contrary to the provisions of this agreement with any employee employed as academic staff.
- 2.03 The following are excluded from ACADFA membership:
- a) visiting artists, visiting designers, visiting lecturers
 - b) persons teaching non-credit courses
 - c) teaching assistants/research assistants
- 2.04 Persons designated as management staff are excluded from ACADFA membership.

ARTICLE 3: APPLICATION OF COLLECTIVE AGREEMENT

- 3.01 This collective agreement applies to the following categories of employment:
- a) Permanent full-time faculty: terms and conditions of this agreement apply in full.
 - b) Permanent part-time faculty: terms and conditions of this agreement apply in full unless stipulated otherwise.
 - c) Sessional faculty: shall be subject to all rights and responsibilities of this agreement unless otherwise specified, and pro-rated where appropriate.
- 3.02 Persons described in Article 2.03 and 2.04 are not subject to the rights and responsibilities of this agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Association and its members recognize the authority and responsibility of the Board to manage the operation of the College in all respects, as determined by the Post-secondary Learning Act. All functions, rights, powers, and authority which the Board has not specifically abridged, delegated, or modified by this agreement are retained by the Board.
- 4.02 The College agrees to exercise its management functions in a fair and reasonable manner consistent with the provisions of this agreement.
- 4.03 All faculty members are responsible for awareness of and compliance with college policies and procedures. If conflict arises between a policy or procedure and the Collective Agreement, the Collective Agreement shall take precedent.

ARTICLE 5: DISCRIMINATION AND HARASSMENT

- 5.01 The College, the Association, and its members agree, in applying the terms contained in this agreement, to abide by the Board's policy concerning discrimination and harassment. The parties agree that the Board's policy shall be used in the interpretation of this clause.
- 5.02 The College will consult with the Association prior to any changes to the Board's Discrimination and Harassment Policy.

ARTICLE 6: ASSOCIATION MEMBERSHIP

- 6.01 Employees who are subject to the application of this agreement pursuant to Article 2 shall be members of the Association.
- 6.02 Membership in the Association shall commence upon the initial date of appointment of a faculty member as a condition of employment; provided that, should such designated academic staff elect not to be a member of the Association, he/she shall nevertheless be governed by the terms of this agreement and be liable for such dues as shall be assessed to members by the Association from time to time.
- 6.03 Members authorize the deduction of Association dues on the commencement of their employment. The names and addresses of all newly appointed employees shall be forwarded to the Association within twenty (20) days of the appointment.
- 6.04 Within twenty (20) days from the Drop/Add Date of each academic semester, the College will provide to the Faculty Association the following information:
- a) An official academic schedule produced by the Office of the Registrar, which includes the courses taught for the semester by each faculty member. Each course or section that combines more than one (1) level of instruction as a multiple mixed class under Article 22.05, or is a course or section which is shared workload with another faculty member, will be identified.
 - b) A list of categories of faculty covered by this agreement who teach credit courses including the number of courses taught by each faculty member in the sessional category.
- 6.05 As authorized under this Article, the College agrees to withhold membership dues from Association members and remit these amounts to the Association within fifteen (15) days following the end of each month. Attached to this monthly remittance will be a listing of dues deducted per member. Assignments shall remain in effect from year to year unless an appointment is discontinued.
- 6.06 Both parties agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of their designees or members because of an employee's membership or non-membership in the Association; or because of an employee's activity or lack of activity in the Association; or because of an employee's filing or not filing a grievance.

ARTICLE 7: CONDUCTING ASSOCIATION BUSINESS ON CAMPUS

7.01 The College shall provide to ACADFA:

- a) An office for use by the Association on campus.
- b) Reasonable access to office supplies, services, and equipment provided that ACADFA shall reimburse the College for any extraordinary expenses.
- c) A teaching workload reduction equivalent to two (2) courses per semester for a person elected to the position of ACADFA President. Subject to approval by the VPRAA, an additional teaching reduction of one (1) course per semester will be granted, in which case the Association shall reimburse the College for the substitution cost of an instructor.
- d) Subject to the approval by the VPRAA, a teaching reduction of one (1) course per semester will be granted for three (3) faculty members to participate in negotiations during the winter semester immediately preceding the expiry of the agreement. The Association shall reimburse the College for the substitution cost of instructors. The College will credit the Association 50% for each day the three (3) faculty members are engaged in formal negotiations meetings with the Board during the semester that those faculty members are normally scheduled to teach.
- e) Copies of the agreement as required
- f) All policies and procedures that are part of any Articles in this agreement, and any approved amendments to the policies and procedures shall be provided to the ACADFA office within thirty (30) working days of their approval.

ARTICLE 8: CATEGORIES OF EMPLOYMENT

8.01 All faculty hired by the College shall be selected for employment in accordance with the College's Hiring Practices Procedure, 400.03.01. The College agrees to consult with the Association prior to the alteration of the Board's employment policies and procedures.

8.02 Consistent with its employment policies and procedures, when the College offers employment contracts, they shall be in one (1) of the following categories:

- a) Permanent Appointments: full-time and part-time appointments which shall normally remain in effect on an on-going basis. The expectation is that part-time appointments will be assigned workload in two (2) consecutive academic semesters, unless otherwise assigned by the VPRAA.
- b) Limited Term Appointments (LTA): appointments of a limited duration typically for no longer than five (5) years.
- c) Sessional Appointments: appointments intended to augment and supplement instruction and programming and/or the pedagogical and/or research needs of the College beyond that which is provided by permanent faculty appointments.
 - i. Contract rates for sessional workload under Article 10 include course and program planning and development, student critiques, and completion of student evaluations and marks submission and may include a period prior and subsequent to the commencement and completion of classes. This period shall not begin prior to one (1) week before the commencement of classes and shall not end later than the Friday of the week containing the day on which final marks are due. Sessional faculty required to perform service responsibilities under Article 10 during a period which is after the normal completion of their contracted term of employment for instruction shall be compensated as specified under Article 22.03.
 - ii. During the term of the contract, the College shall not be liable for assignment of specific course workload for any specific semester unless such workload is available after assignment of workload to permanent appointments.
 - iii. The College shall restrict the number of contracts for sessional instruction to maintain at least a minimum complement of permanent appointments. The minimum complement shall not be less than a ratio of 70% permanent appointments under Article 8.02 a), to 30% for sessional contracts under Article 8.02 c), and will be based on the following components:
 - 1) The total full-time equivalent (FTE) permanent appointments under Article 8.02 a) and
 - 2) An FTE calculation of contracts for sessional instruction under Article 8.02 c) based on the annual total number of courses through contracts for sessional instruction, divided by six (6).

Using the above components, the ratio of permanent appointments (a) to contracts for sessional instruction (c) shall be calculated as $a/(a+c)$.

8.03 Consistent with its employment policies and procedures, when the College offers employment contracts, they shall also be in one (1) of the following classifications:

- a) Non-Teaching Faculty: positions that exclude teaching duties but are academic and/or curricular in nature as such require skills, qualifications, and experience consistent to faculty credentials.

- i. Should an incumbent with a Non-Teaching appointment wish to teach, the sessional hiring guideline will apply and is subject to Article 10.07.
 - b) Teaching Faculty: positions that teach credit graduate and/or undergraduate curriculum with accompanying expectations concerning teaching and teaching related duties, professional practice/research, and service; consistent with Article 10.01
 - c) Visiting Faculty: positions which are intended to diversify program curriculum, bringing expertise, experience, and perspectives that might be unavailable to the college under other circumstances. Duties include teaching, but may have a particular emphasis on research and service.
- 8.04 The College, being a studio-based college of art and design, shall pursue a policy of hiring to maintain academic staff whose aggregate individual qualifications enable the art, design, and liberal studies areas to accomplish the College's mandate, goals as outlined in current College strategic plans, and maintain principles, ideals, and standards essential to the study of art and design at the undergraduate and graduate level. Faculty members shall be qualified by earned degrees and/or professional experience and/or demonstrated pedagogy and shall consist of practicing professional artists, designers, and/or scholars.
- 8.05 The College, in order to maintain the quality and recognition of its programs, will maintain a faculty with the highest academic degree (or equivalency) appropriate to the discipline.
- a) The College acknowledges that while some permanent faculty may hold graduate degrees, some may hold diplomas, undergraduate degrees, or not hold any academic degrees. The College considers existing permanent faculty appointed to teach studio courses as at July 1, 2015, on the basis of education, experience, and training, to have qualifications at least equivalent to those required for the Master of Fine Arts degree.
 - b) In the hiring of new permanent positions, the College will make appointments on the basis of qualifications appropriate to the discipline, or equivalency as recommended by the Search Committee, subject to approval by the VPRAA.
 - c) Academic degrees and teaching experience at the post-secondary level are the prime indicators of a faculty member's qualifications for instructing in the School of Creative and Critical Studies. In general, the Ph.D. and comparable doctorates are the appropriate terminal degrees for the School of Creative and Critical Studies' faculty and the College will make appointments to School's faculty positions on the basis of the appropriate terminal degree.

ARTICLE 9: FACULTY EVALUATION

- 9.01 Achievement of the College's mandate, goals, principles, ideals, and standards essential to the study of art and design, demand the Board encourage and support the maintenance of scholarly competence, pedagogic effectiveness, and a commitment to professional practice and college service responsibilities within the faculty.
- 9.02 The College will evaluate each faculty member's work performance and identify activities which may enhance the faculty member's effectiveness in accordance with the established Faculty Evaluation Procedure (400.18.01).
- 9.03 The College will consult with the Association prior to the alteration of the Faculty Evaluation Procedure (400.18.01).
- 9.04 The evaluation file is maintained by the VPRAA for each faculty member, and includes the following:
- a) Comprehensive faculty annual report
 - b) Student course evaluations
 - c) Copies of all assessment documents/reports/recommendations produced
 - d) Correspondence regarding degree of performance
 - e) Letters of assessment or references from peers or supervisors from other majors or programs where requested by the faculty member
 - f) Current CV
 - g) Sabbatical report, if applicable
 - h) Course syllabi
 - i) Any other material regarding pedagogy, scholarly activity, and/or professional practice

After completion of the annual evaluation process, a summary of the faculty evaluation will be kept in the human resources file (Article 21). Supporting documentation will be kept in the Office of the VPRAA as per the College's document retention schedule. Members will be given the opportunity to access and/or request copies of the documentation held in the Office of the VPRAA, excepting item (e), and including any course evaluation documentation in compliance with Freedom of Information and Protection of Privacy (FOIP) regulations.

ARTICLE 10: WORKLOAD

10.01 Faculty members' responsibilities will vary in accordance with the category of the faculty member's appointment or contract status. Faculty members' responsibilities will include any or all of the following:

- a) Teaching and Teaching Related Responsibilities:
Instruction, course preparation and outlines, office hours, student consultation, program meetings, grade reports, student grade appeals, curriculum review, student assessment, curriculum review and development, and other related responsibilities which may be assigned by the VPRAA or designee. This may include graduate supervision, where a faculty member takes primary responsibility for helping a graduate student learn and progress through the graduate program.
- b) Service Responsibilities:
Program and institutional planning, committee participation, faculty evaluation, non-supervisory administrative duties, program lead duties, selection committees, convocation, student recruitment, academic advising and mentorship, graduate mentorship, ACADFA service, School, program, and institutional planning and meetings, external and community related service responsibilities, and other related responsibilities which may be assigned by the VPRAA or designee.
- c) Professional, Creative and Research Responsibilities:
Professional, creative and research activities and achievements that contribute to the advancement of art, craft, and design education and practice including the production and dissemination of such activities in forms and by means appropriate to the faculty member's specific endeavour, discipline and qualifications.

10.02 The VPRAA or designee(s) shall assign workload in consultation with each permanent faculty member. Teaching responsibilities shall normally be assigned prior to the commencement of each academic year. Workload assignments shall consider:

- The requirements of the College
- The requirements of the academic program or major
- The faculty member's qualifications and abilities
- The instructor's probationary status
- Class size
- Amount of course preparation time, including supervision, unsupervised periods, marking, examinations, and theses
- The professional (studio, design, or scholarly) practices of the faculty member(s)

In scheduling teaching responsibilities, the VPRAA or designee(s) shall:

- a) Schedule teaching responsibilities for the faculty member within a nine (9) hour consecutive block which will not include two (2) consecutive studio courses, on any day, unless agreed upon in writing otherwise by that faculty member.
- a) Schedule teaching responsibilities with a minimum of twelve (12) hours between the end of a faculty member's last teaching assignment on one (1) day and the beginning of the first teaching assignment on the next day, unless he/she gives consent in writing.
- c) Schedule teaching responsibilities for any faculty member within Monday to Friday or Tuesday to Saturday if agreed to by that faculty member.

10.03 A studio course is of any duration up to ninety (90) contact hours. Courses offered through the School of Critical and Creative Studies are of any duration up to forty-five (45) contact hours. Nevertheless, courses of one and one half (1.5) credits will be considered half courses, i.e. pro-rated in relation to these single courses of three (3) or more credits with respect to workload and compensation. “Combined courses” or multiple courses of low enrollment with sufficiently comparable content that they might be taught simultaneously, should the faculty member agree to do so, are a single course for the purposes of workload allocation.

10.04 a) Permanent full-time Teaching faculty

Workload shall include all responsibilities as described in Article 10.01. In the case of graduate supervision, when assigned, remuneration will be subject to Article 22.

- i) Full-time faculty shall not be required to teach in excess of six (6) courses per academic year. A full-time workload is normally three (3) courses per semester unless agreed in writing as per 10.04 a) ii) below.
- ii) Full-time faculty shall not be required to teach in excess three (3) courses in one academic semester except by written agreement with the instructor.
- iii) Full-time faculty teaching studio courses shall not be required to teach in excess of 540 contact hours per academic year.
- iv) Full-time faculty teaching studio courses shall not be required to teach in excess of eighteen (18) contact hours per week.
- v) Full-time faculty teaching School of Critical and Creative Studies courses shall not be required to teach in excess of 270 contact hours per academic year.
- vi) Full-time faculty teaching School of Critical and Creative Studies courses shall not be required to teach in excess of nine (9) contact hours per week.
- vii) Full-time faculty teaching School of Critical and Creative Studies courses with an enrollment per course in excess of fifty (50) students are entitled to marking/grading support.

b) Permanent part-time Teaching faculty

Workload shall include all responsibilities as described in Article 10.01.

- i) Part-time faculty teaching studio courses shall not be required to teach in excess of 270 contact hours per academic year, and in excess of eighteen (18) contact hours per week, and will normally be required to teach in two (2) consecutive academic semesters.
- ii) Part-time faculty teaching School of Critical and Creative Studies courses shall not be required to teach in excess of 135 contact hours per academic year, and in excess of nine (9) contact hours per week, will normally be required to teach in two (2) consecutive academic semesters.

c) Contracts for Sessional Instruction

Workload shall include all responsibilities as described in Article 10.01, but shall only be assigned during the contract term.

Sessional faculty teaching School of Critical and Creative Studies courses with an enrollment per course in excess of fifty (50) students are entitled to marking/grading support.

10.05 Non-Teaching and Visiting faculty

- a) Total workload for non-teaching faculty, including full-time counsellors and librarians, shall be thirty-five (35) hours per week averaged over the academic year.

For Non-Teaching faculty other than counsellors and librarians, workload responsibilities will be outlined in the offer of employment letter.

For Visiting faculty, workload responsibilities will be outlined in the offer of employment letter. In cases where teaching responsibilities are assigned, these are subject to Article 10.04.

- b) Full-time counsellor(s)

A counsellor's workload includes all of the following areas:

- 1) Student Counselling Responsibilities
Personal and career counselling activities and the facilitation of learning supports; individual and group work.
- 2) Non-Counselling Responsibilities
Administrative and professional duties related to counselling and student services which may be assigned by the appropriate supervisor. Duties shall be assigned in consultation with the counsellor.
- 3) Professional Responsibilities
Research, professional and personal development, community service, and other professional responsibilities.

- c) Librarian(s)

A Librarian's workload includes all of the following areas:

- 1) Librarian Responsibilities
Facilitation of Library services, and maintenance of resource collection and compliance with sector practices and legislation.
- 2) Non-Librarian Responsibilities
Administrative and professional duties related to the library which may be assigned by the supervisor. Duties shall be assigned in consultation with the Librarian.
- 3) Professional Responsibilities
Research, professional and personal development, community service and other professional responsibilities.

10.06 Assignment of a permanent or LTA faculty member to an Associate Chair or Coordinator role within the College or a School shall follow the below-stated protocol:

- a) The College may assign a faculty member, with his or her consent, to coordination and/or administrative duties. Appointment of the faculty member, assignment of duties and determination of the term of the appointment, will be by the VPRAA in accordance with the administrative duties component of service responsibilities in Article 10.01(b).

When circumstances require, the College may assign, with consent, coordination and/or administrative duties of more than one (1) major(s)/area(s) of study to one (1) faculty member.

- b) Faculty assigned coordination and/or administrative duties through consultation with the VPRAA shall, as determined by the College, either be paid a stipend as specified in Article 22.06, and/or receive a reduction in their instructional workload responsibilities in Article 10.04. Any further reduction in instructional workload responsibilities shall be determined on a per semester basis by the VPRAA.
- c) Upon conclusion of the Associate Chair or Coordinator role, the faculty member will be reassigned by the VPRAA or designee(s) to a workload as determined in Article 10.

10.07 Workload Reduction – Permanent and LTA

- a) A full-time Teaching faculty member may apply for a temporary teaching load reduction, subject to the approval by the VPRAA; the faculty member's salary will be reduced on a pro-rata basis based on the reduction in contact hours for the specified time.
- b) A full-time Non-Teaching faculty member may apply for a temporary workload reduction and subject to the approval by the appropriate Senior Administrative Officer; the faculty member's salary will be reduced on a pro-rata basis for the specified time.

10.08 Optional Additional Teaching Workload

Permanent or LTA full-time or permanent or LTA part-time faculty may agree to teach courses in addition to those specified in Article 10.04. Additional available teaching workload may also be offered to faculty contracted to perform sessional instruction. Additional workload is subject to the approval of the VPRAA or designee.

Optional additional teaching workload shall be as follows:

- a) Permanent/LTA full-time faculty

Full-time permanent/LTA faculty may agree to a temporary teaching load increase, subject to the approval of the VPRAA or designee, and based on the availability of additional work. Additional courses will be paid on a pro-rata basis for the specified time according to Schedule B. No permanent/LTA faculty will be permitted to teach more than eight (8) courses during the academic year. No faculty will be permitted to teach more than 720 contact hours or in excess of twenty-four (24) hours per week during the academic year. No full-time permanent/LTA School of Critical and Creative Studies faculty will be permitted to teach more than ten (10) credit courses during the academic year. No faculty in the School of Critical and Creative Studies will be permitted to teach more than 450 contact hours or fifteen (15) hours per week during the academic year.

b) Permanent part-time faculty

Permanent part-time faculty may apply for or may agree to accept an additional teaching load increase on a temporary basis, subject to the approval of the VPRAA or designee, and based on the availability of additional work. Additional courses will be paid on a pro-rata basis for the specified time according to Schedule B.

c) Contracts for Sessional Instruction

Additional available teaching workload may be offered to qualified sessional faculty subject to the approval of the VPRAA or designee. The faculty member's salary will be based on the number of courses taught according to the rate of pay designated for the available work. Sessional faculty are restricted to instructing a total of eight (8) credit courses (including School of Continuing Education + Professional Development credit courses) during the combined fall and winter semesters.

10.09 Optional Additional Service Workload

There may be occasion when Faculty agree to participate in or contribute to exceptional College service that is deemed to be additional to that assigned in 10.01(b), and not eligible for 10.06 due to the nature and scope of the exceptional project/initiative. Subject to the approval of the VPRAA or designee, additional service will be paid on a pro-rata basis for the specified deemed hours agreed to according to Schedule B.

10.10 Reduced Duties Leading to Retirement

The parties agree to provide an option for reduced assignment of duties leading to retirement for individual faculty members and to facilitate faculty member(s) retirement planning and college succession planning.

a) A faculty member holding a permanent appointment who becomes eligible and proposes to retire from the College on a specific retirement date named by the faculty member (the specific retirement date to be a maximum of three (3) years from the start of the next academic semester), will be eligible to apply for reduced assignment of duties (leave without pay from a portion of duties) immediately preceding the specified retirement date, as further described in the following clauses of this Article.

b) Eligibility under this Article means:

- i. Faculty member(s) who attain the age of 55 or older by the specific retirement date named by the faculty member in Article 10.10 a) and
- ii. Faculty member(s) whose pensionable service under the Local Authorities Pension Plan (LAPP) will be a minimum of ten (10) years by the specific retirement date named by the faculty member in Article 10.10 a).

c) The reduced assignment of duties shall be one of the following options (the "basis of salary" in the following table is annual salary), and is not subject to Article 8.02 a) in reference to the expectation that part-time appointments will be assigned workload in two (2) consecutive semesters:

Option	Assignment of Duties	Duration	Basis of Salary
A	50% of duties (one-half (1/2) leave without pay (LWOP))	2 years	1/2 salary
B	66 2/3% of duties (1/3 LWOP)	3 years	2/3 salary
C	A combination of 66 2/3% of duties (1/3 LWOP) for one (1) year AND 50% of duties (1/2 LWOP) for two (2) years	1 year	2/3 salary
		2 years	1/2 salary

- d) During the period of reduced assignment of duties (provided the faculty member(s) elects to continue benefit coverage), the College shall pay the employer's share of required premium contributions for the following benefit plans as if the faculty member(s) were on full pay, subject to the terms and conditions of the College insurance policies: Group Life, Extended Health Care, Dental Care, Group Accidental Death and Dismemberment.
- e) Subject to the provisions of the LAPP, leave with partial salary (LWPS) is not optional service and contributions on 100% of pre-leave salary are mandatory. The College shall contribute both the required employer's share and the employee's share applicable to the LWPS period. The contribution by the College of the employee's share shall be a taxable benefit.
- f) The contact hours identified in Article 10.04 will apply to arrangements for reduced assignment of duties leading to retirement. Each application will require approval by the VPRAA upon the recommendation from the appropriate School Chair, and subject to operational requirements. In the event of a negative recommendation from the School Chairs, the faculty member(s) may appeal to the VPRAA. The decision of the VPRAA shall be final.
- g) Employment contracts to replace the reduced duties of faculty members under this Article may be offered as sessional contracts for instruction under Article 8 with assignment of duties specified under Article 10 and remuneration specified under Article 22.
- h) Once a leave agreement for reduced assignment of duties and election to retire is concluded between the faculty member(s) and the College, the agreement cannot be amended or rescinded except by mutual agreement between the parties to this collective agreement.

ARTICLE 11: PAID HOLIDAYS

11.01 Paid holidays shall not be considered “work days” and there shall be no college commitment time assigned on the following holidays:

Family Day (February)
Good Friday
Easter Monday
Victoria Day (May)
Canada Day (July)
Civic Holiday (August)
Labour Day (September)
Thanksgiving Day (October)
Remembrance Day (November)

and the days from December 25 to January 1 inclusive.

ARTICLE 12: ANNUAL VACATION LEAVE

- 12.01 Permanent faculty and LTA faculty with terms of appointment longer than twelve (12) months are entitled to forty-five (45) working days paid vacation leave annually, pro-rated based on FTE and date of hire and calculated as of July 1st of each year.

Teaching permanent and LTA faculty whose teaching assignment is exclusive to the Fall and Winter academic semesters shall take their vacation leave starting June 15 of each year, or the closest working day following.

Teaching permanent and LTA faculty whose teaching assignment is not exclusive to the Fall and Winter academic semesters shall take vacation leave at times mutually agreed to with the Supervisor. In such cases, vacation leave will normally be taken as one uninterrupted leave period, subject to faculty return dates published by the VPRAA for each academic semester. Remaining vacation leave, if any, must be taken within the academic year, subject to approval of the Supervisor.

Faculty returning from a sabbatical expiring on June 30 shall take their vacation leave during the period July 1 – August 31.

Vacation leave time shall not be carried forward from year to year. In exceptional circumstances and subject to the approval of the VPRAA, faculty may bank their unused vacation days and elect to take their vacation leave on a per-day basis during any of the following fall, winter, or spring semesters.

- 12.02 If the VPRAA requires a faculty member to return to work during vacation leave and the faculty member agrees to work, then:
- a) The faculty member shall receive credit of one (1) day for each day or portion thereof as required and;
 - b) The faculty member must take the additional time in the following year.
- 12.03 Vacation leave entitlement shall not accrue during periods of leaves of absences without pay, or while a faculty member is on long-term disability.
- 12.04 Faculty employed as Non-Teaching faculty shall take vacation leave at times mutually agreed to with the Supervisor.
- 12.05 Sessional faculty and LTA faculty with terms of appointment of twelve (12) months or less shall receive an addition of 6% of base salary each pay period in lieu of earned vacation entitlement.

ARTICLE 13: LEAVES

13.01 Discretionary Leave

The College recognizes that from time to time, conflicts may arise between commitment to college duties and the faculty member's personal or professional responsibilities; however, the parties recognize their overriding professional responsibility to the students. Accordingly, requests for planned absences will be approved only if there is no disruption to the educational programs of the College.

Dependent upon the nature and duration of the absence request, the absence may be either with or without pay, subject to the discretion of the VPRAA. Where possible, the request must be documented in writing in advance of the absence.

a) Discretionary Leave

Discretionary leave may be granted for unforeseen and/or unplanned circumstances including, but not limited to, bereavement, family illness, emergencies, and other personal reasons. Up to ten (10) workdays per academic year of such discretionary personal leave may be granted with pay.

b) Professional Leave

Professional leave may be granted for purposes which are of benefit to the faculty member and the College including, but not limited to, research, exhibition installation, participation at conferences, adjudication committees, Canada Council obligations, and design contracts.

13.02 Court Leave

If a faculty member is required to attend as a juror, witness, or defendant/respondent at court or board proceedings, leave shall be granted with pay, with any fee or conduct money to be paid to the College.

13.03 Maternity and Parental/Adoption Leave

A faculty member with a permanent appointment is entitled to a combination of maternity and parental/adoption leave not to exceed fifty-two (52) weeks.

A faculty member with permanent appointment who has an approved EI application will be granted Top Up Salary Payments by the College to 75% of the members' regular salary, inclusive of the EI benefit amount, for ten (10) consecutive weeks. The remaining forty-two (42) weeks of maternity/parental/adoption leave will be without pay.

Vacation entitlement shall continue to accrue during the ten (10) week Top Up period.

A faculty member with a permanent appointment and who is in receipt of approved EI benefits will provide the EI Benefits Statement to the College to authorize the release of Top Up Salary Payments.

a) Eligibility and Entitlement (Table 13.1):

Leave Type	Eligibility Requirement	Entitlement
Maternity	52 weeks consecutive employment	Not more than 15 weeks
Parental	52 weeks consecutive employment	Not more than 37 weeks
Adoption	52 weeks consecutive employment	Not more than 37 weeks

b) Commencement of Leave

i. Maternity Leave

The faculty member shall apply for maternity leave not less than three (3) months before the estimated date of delivery, however, a faculty member must also give the College at least six (6) weeks written notice of the date she will actually start her maternity leave. The leave shall be effective not more than twelve (12) weeks before the estimated delivery date, but no later than the actual date of birth of the child.

The College shall not deny the pregnant faculty member the right to continue employment during the period of pregnancy unless the pregnancy interferes with the performance of her duties. The College may require medical documentation verifying that there are no health related issues that prevent continued employment.

If, during the twelve (12) weeks immediately before the estimated date of delivery, the pregnancy of a faculty member interferes with the performance of her duties, the College may give the faculty member written notice requiring her to start maternity leave.

ii. Parental/Adoption Leave

A faculty member must give the College not less than three (3) months written notice of intention to take parental/adoption leave, which must occur within fifty-two (52) weeks after the child's birth or in the case of adoption within fifty-two (52) weeks after the child is placed with the adoptive parent, and the date of commencement of that leave unless:

- 1) The medical condition of the birth mother or child makes it impossible to comply with this requirement;
- 2) The date of the child's placement with the adoptive parent was not foreseeable.

If the faculty member cannot comply with the written notice requirement for any of the reasons stated under 1) or 2) above, the faculty member must give the College written notice at the earliest possible time of the date the faculty member will start or has started parental leave.

Faculty members who intend to share parental leave must advise the College of their intention to share parental leave.

iii. If two (2) faculty members employed at the College are parents of the same child, parental leave may be taken wholly by one (1) of the faculty members or be shared by the faculty

members. The College is not required to grant parental leave to more than one (1) faculty member at a time. The Top Up Salary Payment received by a faculty member with a permanent appointment may also be taken wholly by one (1) faculty member or shared by the faculty members provided that both faculty members hold a permanent appointment. No more than one (1) of the two (2) faculty members who are parents of the child will be granted leave at the same time. The number of weeks of Top Up Salary Payment as per Article 13.03, taken wholly or shared, will not exceed ten (10) weeks.

c) Return from Maternity/Parental/Adoption Leave:

- i. A faculty member on maternity/parental/adoption leave must give the College at least three (3) months' written notice of intention to return to academic staff duties.
- ii. Upon the return of the faculty member, the College is under no obligation to assign the faculty member to teaching duties except at the beginning of the next fall or winter semester after notice is given of intention to return.
- iii. A faculty member must resume work on the date specified in the written notice and if the faculty member fails to return to work on that date, the faculty member is not entitled to resume work subsequently, unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- iv. If a faculty member fails to provide at least three (3) months' written notice before the end of the leave period to which the faculty member is entitled, the faculty member may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- v. A faculty member who does not wish to resume employment after maternity or parental/adoption leave must give the College at least eight (8) weeks written notice of intention to terminate employment.
- vi. The College may not terminate the employment of a faculty member who has started her maternity leave or is entitled to or has started parental/adoption leave unless the College suspends or discontinues in whole or in part the activity in which the faculty member is employed.

d) Entitlements while on Maternity/Parental/Adoption Leave:

- i. Maternity/parental/adoption leave shall be without pay, except for the Top Up Salary Payment described in 13.03.,
- ii. Absence for maternity/parental/adoption leave will not be counted toward service for the purposes of:
 - salary increments
 - vacation leave entitlement, except during the Top Up Period
 - seniority
 - probationary period
- iii. If the faculty member elects to continue benefits coverage, the cost-shared arrangements provided by Article 14.02 shall be provided for the maximum length of the leave, subject to the approval by the Insurer as with any leave application.

13.04 Illness Leave

a) General Conditions

- i. Illness means any illness, injury, or quarantine affecting a faculty member, but does not include injury due to accidents covered by Workers' Compensation in Article 13.05.
- ii. Faculty may be required to supply a medical certificate/ satisfactory proof of illness certifying they are absent due to illness. They may also be required to supply satisfactory fitness to work information by their attending physician that certifies they are medically fit to return to work.

b) Casual Illness Leave

- i. Each academic year, a faculty member shall be entitled to a maximum of ten (10) work days with pay, for use as short term illness leave.
- ii. Days absent shall be with pay.
- iii. Casual illness means any illness which causes a faculty member to be absent from college commitments for a period of three (3) consecutive days or less.
- iv. Casual illness leave entitlement will not accrue. If a faculty member uses the total short term illness leave entitlement, the faculty member is not entitled to further short term illness leave in that academic year.

c) General Illness Leave

- i. Days absent shall be with pay.
- ii. General illness means any illness which causes a permanent or sessional faculty member to be absent from college commitments for a period of four (4) consecutive days or more, and will be administered by the College's illness leave policies and procedures.
- iii. Permanent or sessional faculty members will accrue general illness leave entitlement to a maximum of eighty (80) consecutive work days as follows:
 - 1) Illness commencing in the first month within the first year of service: no salary for each of the first ten (10) consecutive work days of illness and thereafter, 70% of normal salary for seventy (70) work days of illness.
 - 2) Illness commencing in the first year of service but following the first month of service: 100% of normal salary for each of the first ten (10) consecutive work days of illness and thereafter, 70% of normal salary for each of the next seventy (70) work days of illness.
 - 3) Illness commencing in the second year of service: 100% of normal salary for each of the first fifteen (15) consecutive work days of illness and thereafter, 70% of normal salary for each of the next sixty-five (65) work days of illness.
 - 4) Illness commencing in the third year of service: 100% of normal salary for each of the first twenty-five (25) consecutive work days of illness and thereafter, 70% of normal salary for each of the next fifty-five (55) work days of illness.

- 5) Illness commencing in the fourth year of service: 100% of normal salary for each of the first thirty-five (35) consecutive work days of illness and thereafter, 70% of normal salary for each of the next forty-five (45) work days of illness.
 - 6) Illness commencing in the fifth year of service: 100% of normal salary for each of the first forty-five (45) consecutive work days of illness and thereafter, 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - 7) Illness commencing in the sixth or any subsequent year of service for permanent full-time, permanent part-time or sessional faculty: 100% of normal salary for each of the first sixty (60) consecutive work days of illness and thereafter, 70% of normal salary for each of the next twenty (20) work days of illness.
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- a) Upon return to service for thirty (30) days after a period of general illness, the illness leave days used by the faculty member during that period shall be reinstated to the faculty member's entitlement for future use within the same year of service at 70% of normal salary. If, within six (6) months after recovery from an illness or disability for which monthly salary and benefits were received under the general illness leave article, the faculty member again becomes ill or disabled, such disability will be considered a continuation of the previous illness or disability and will be reinstated at 70% of normal salary.
 - b) The maximum period of general illness leave is eighty (80) consecutive days. After the eighty (80) consecutive work days entitlement has expired, the faculty member will no longer receive a salary from the College.
 - c) A permanent faculty member, if eligible, must apply for long term disability which is subject to approval by the Insurer. The College will notify the Association when a member commences on long term disability. If, within six (6) months after recovery from an illness or disability for which monthly benefits are being received under the Long Term Disability (LTD) Plan and the faculty member again becomes disabled, such disability will be considered a continuation of the previous disability.
 - d) A faculty member's vacation entitlement or service will not accrue when a faculty member commences LTD.
 - e) A faculty member's benefits will continue during the first eighty (80) work days of general illness with applicable cost-sharing as per Article 14.02.
 - f) If the faculty member elects to continue benefits coverage while on LTD, the cost-shared arrangements as per Article 14.02 will apply for the first twenty-four (24) months, after which Article 14.03 in relation to continuance of benefit coverage for leaves without pay will apply.
 - g) Faculty members on LTD must continue to contribute to the Local Authorities Pension Plan (LAPP) as per the College's approved LTD plan as established with Alberta Pension Services.

13.05 Workers' Compensation Supplement

- a) If an employee sustains an injury in the course of duties with the employer which causes the employee to be absent from work and eligible to receive Workers' Compensation, the employee will not suffer a

loss in pay, provided the employee assigns any benefits payable under Workers' Compensation to the College.

- b) Such supplement as identified above shall immediately cease in the instances when:
 - i. Final determination is made pursuant to the provisions of the Worker's Compensation Act that the employee is able to return to work;
 - ii. The Workers' Compensation Board grants the employee a permanent pension for either partial or total disability and the employee becomes eligible for the amount of benefits provided by the Insurer of the College's Long Term Disability Plan;
 - iii. The expiration of two (2) years from the date of the injury.
- c) An employee who is injured on the job during working hours and is required to leave the job site for treatment, or is sent home as a result of such accident, will not suffer a loss in pay for that day.
- d) All incidents should be reported within twenty-four (24) hours to the employee's immediate supervisor, or the Human Resources Department, but in any event, all incidents shall be reported within seventy-two (72) hours.

ARTICLE 14: EMPLOYEE BENEFITS PLANS

- 14.01 a) The College agrees to share with eligible faculty members, the premium cost of participation in benefit programs arranged by the College and provided by provincial benefit programs and insurance carriers consisting of the following:
- Extended Health Care Insurance (including vision)
 - Dental Plan Insurance
 - Group Life Insurance
 - Accidental Death & Dismemberment
 - Short Term/Long Term Disability
 - Local Authorities Pension Plan
 - General Liability Insurance
- b) Eligible members under this Article means the member must be eligible under the eligibility criteria, plan restrictions, and waiting periods established by the insurer.
- 14.02 The premium costs of participation in the benefit plans shall be shared between the College and each eligible member on the following basis:

Benefit Plan	Employer Contribution (per eligible member)
Group Life Insurance	100%
Dependent Life Insurance (premiums are 100% employee paid)	0%
Accidental Death & Dismemberment	100%
Long Term Disability Insurance (premiums are 100% employee paid)	0%
Extended Health (includes vision)	85%
Basic Dental	85%
General Liability Insurance	100%

The premium costs of participation in the benefit plans shall be shared between the College and each eligible member on the basis identified in the above table commencing the month after the ratification of the collective agreement by both ACADFA membership and the Board of Governors of ACAD. Should premium costs of participation in the benefit plans subsequently increase, costs shall continue to be shared between the College and each eligible member on the basis identified in the above table.

- 14.03 Faculty members taking leaves without pay, except for the Top Up Supplementary Salary Payment described in Article 13.03, may continue benefits coverage by paying 100% of the premium costs of participation in the benefit plans provided to members in Article 14. Faculty members choosing not to participate in the benefit plans during periods of leave without pay waive the right to benefits under the plans during the period of leave, and must comply with Article 14.01 b) upon return from leave.
- 14.04 During consideration of changes in insurance carriers or terms of policies, the College will consider the viability of flexible benefit plan coverage that consists of base coverage levels and optional coverage levels based on individual choice and if viable, offer this option to faculty members.
- 14.05 Both the College and each eligible faculty member shall continue contributions to LAPP at the premium rate established for employers and employees, as per the Local Authorities Pension Plan Act,

and the regulations, guidelines, and stipulations as provided by the Alberta Treasury, Payroll and Pensions, Government of Alberta.

- 14.06 The College will provide brochures concerning all benefit plans for which the member is eligible for participation, upon request.
- 14.07 The College shall have the right to change insurance carriers and/or plans provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plans, therefore, are not subject to the grievance, mediation, and arbitration provisions of this agreement. The Association shall be provided with a copy of each insurance policy and plan conditions upon request, as well as any amendments as they become effective. The Association will be consulted prior to any amendments being made in coverage and benefits.
- 14.08 The College shall provide general liability insurance coverage for all members covered by this agreement while engaged in the scope of their regular duties. Coverage provided shall be in accordance with the terms and conditions of the policy.

ARTICLE 15: PROFESSIONAL EXPENSE REIMBURSEMENT ALLOWANCE

15.01 The Professional Expense Reimbursement Allowance (PERA) is designed to enable Faculty members to access, in a tax efficient manner, funding for expenditures that support them in successfully performing their professional duties.

- a) The College shall allocate a sum for faculty members holding permanent appointments to be used as PERA as follows:

2016/2017 Academic Year \$1500

2017/2018 Academic Year \$1550

2018/2019 Academic Year \$1600

The College shall allocate a pro-rata rate per course taught, to a maximum of six (6) courses taught per year, to sessional faculty members, based on the above amounts.

- b) The sum identified under a) above shall be allocated by the VPRAA or designee to faculty members submitting reimbursement claims and based on qualifying expenditures in paragraph c). Any unused portion of the PERA shall be available for allocation as per paragraphs d) and e).
- c) The College will ensure that qualifying expenditures for amounts allocated to faculty members comply with Canada Revenue Agency (CRA) guidelines and policies. The College will provide a guideline for eligibility and process. Claims for any expense not noted in the guideline require prior approval to be eligible for reimbursement.
- d) If the College determines that permanent faculty members have not fully expended their previously allocated annual PERA, the balance cannot exceed the sum of the total funds accumulated over a period of four (4) years. This unexpended amount will be combined with the current year allocation to be expended on qualifying expenditure(s) under paragraph c).
- e) If the College determines that sessional faculty members have not fully expended the sum allocated in the year earned, the unexpended amount may be carried forward for no more than one (1) subsequent academic year if:
- i. The sessional faculty member has been engaged with teaching contracts of service for the preceding two (2) semesters with a minimum of two (2) teaching contracts per semester. If these criteria are not met, any such funds shall be allocated by the College under **Article** 16.03.
- f) A faculty member shall have no entitlement to any unexpended funds allocated within the time frames noted in 15.01d and 15.01e. Any such funds shall be allocated by the College under **Article** 16.03.
- g) A faculty member leaving the College shall have no entitlement to any unexpended funds allocated under this Article after the termination of the faculty member's appointment or contract. Any such funds shall be allocated by the College under Article 16.03.

Faculty members will be notified annually, by January 31, of the total PERA available to them, including the amount of PERA entitlement that will no longer be carried forward by the end of the academic year.

ARTICLE 16: FACULTY PROFESSIONAL AFFAIRS COMMITTEE AND SABBATICAL LEAVES

16.01 Faculty Professional Affairs Committee

- a) A Faculty Professional Affairs Committee (FPAC), consisting of two (2) Senior Academic Officers four (4) faculty members, with a minimum of three (3) permanent, elected by the Association and the VPRAA as ex-officio member, shall meet for the purposes of:
 - i. Recommending policy and procedures with respect to professional activities and sabbatical leave to the President and the board,
 - ii. Evaluating sabbatical leave requests and recommending recipients in each year,
 - iii. Evaluating requests for and recommending to the VPRAA approval or rejection of professional activities to be financed from the Faculty Professional Affairs Fund (FPAF).
 - iv. Initiating and/or facilitating workshops, conferences, and/or events related to professional activities.

16.02 Sabbatical Leaves

- a) Number of Months of Sabbatical Leave
The number of months of sabbatical leave to be granted for all faculty in total on an annual basis shall be no more than thirty six (36) months.

The formula for individual sabbatical leave shall be as follows:

10 Month Sabbatical Leave

To be taken September 1 – June 30

September 1 – June 30: 80 % of annual salary

July 1 – August 31: 100% of annual salary

6-Month Sabbatical Leave

To be taken January 1 – June 30

January 1 – June 30: 80% of annual salary

July 1 – August 31: 100% of annual salary

4-Month Sabbatical Leave

To be taken September 1 – December 31

September 1 – December 31: 80% of annual salary

January 1 – August 31: 100% of annual salary

Vacation leave shall accumulate during the period of a faculty member's sabbatical leave.

- b) Conditions and Eligibility for Sabbatical Leaves

- i. After a period of six (6) consecutive years of being employed in a permanent position, not including periods of unpaid leaves of absence, a faculty member is eligible for an initial sabbatical leave.

- ii. The aforementioned period of six (6) consecutive years of employment shall be calculated from the date of appointment to a permanent faculty position, and does not include periods of unpaid leaves of absence.
- iii. Application for sabbatical leave must be submitted to the FPAC for consideration no later than September 15 of the year preceding the year of the proposed sabbatical. Applicants will be notified of the decision regarding their application, which has been recommended by the VPRAA for approval by the President + CEO, by December 1.
- iv. Upon completion of the sabbatical leave, the faculty member shall submit a sabbatical activity report and any other documentation required under Article 9 and upon request, make a presentation to the FPAC or any other public presentation requested by the VPRAA.
- v. After the return of the faculty member from sabbatical leave and in consideration of being granted the sabbatical leave, a faculty member must complete a return service obligation of continuous employment to the college of two (2) times the length of sabbatical leave granted. A faculty member who completes less than the required return service shall be liable for repayment of a pro-rata amount of monies received during the sabbatical leave.
- vi. In order to ensure that all permanent faculty members have equal access to sabbatical leave, a faculty member having been granted a sabbatical leave in the past and wishing to apply for a subsequent sabbatical leave must complete an additional period of continuous employment with the College before submitting an application.

Length of last sabbatical leave completed:	Continuous employment required prior to taking further sabbatical leave of any length:
4 months	3 years
6 months	3 years
10 months	6 years

16.03 Faculty Professional Affairs Fund

- a) Budget funds described in 15.01 f) and 15.01 g) which are not expended for PERA or subject to further carry forward in an academic year shall be applied to the FPAF allocated to professional activities.
- b) Effective July 1, 2016, and every academic year thereafter, the College shall allocate a maximum of thirty thousand dollars (\$30,000) to the FPAF to bring the total combined amount to no more than forty thousand dollars (\$40,000).

This combined fund will be made available during the academic year for expenditures directly related to meetings, conferences, research, or other activities recommended by the FPAC and approved by the VPRAA.

ARTICLE 17: REDUNDANCY OF APPOINTMENT

17.01 The College may declare a permanent or limited term position redundant as a result of curricular change, or insufficient enrollment for two consecutive semesters during which time a permanent member cannot be assigned a reasonable workload, or demonstrable and exigent lack of operational funding.

17.02 Provided the member cannot be placed into an available position for which the member is qualified, severance payments pursuant to Article 17.01 shall be provided in accordance with the following schedule:

<u>Length of Service:</u>	<u>Severance Payment:</u>
Less than 1 year	1 month pay
1 to 2 years	3 months' pay
2 to 5 years	6 months' pay
More than 5 years	12 months' pay

ARTICLE 18: JOINT CONSULTATION

- 18.01 a) For the purpose of discussing matters of mutual concern with regards to this agreement, a Joint Consultation Committee shall be convened consisting of no less than six (6) members. The Co-chairs of the Committee shall be the President and CEO of the College and the President of ACADFA. Additional members shall preferably be those members who took an active part during the previous negotiations.
- b) Co-chairs shall call joint consultation meetings between the parties at least every six (6) weeks. Meetings may be cancelled or rescheduled by mutual agreement. Arrangements for such meetings will be facilitated by the Human Resources office.

ARTICLE 19: GRIEVANCES AND ARBITRATION

- 19.01 The parties agree to encourage the prompt and amicable resolution of grievances in accordance with the following procedures. During the procedures of a grievance, there shall be no stoppage of work or refusal to perform work.
- 19.02 For the purpose of this Article, “day” or “days” will mean all calendar days excluding Saturdays, Sundays, and paid holidays.
- 19.03 A grievance is any dispute or difference arising out of the application, administration, interpretation, discipline without just cause, or alleged violation of the provisions of this agreement. The President and CEO’s response at Level 2 is the final and binding resolution of grievances against the disciplining of non- permanent members and grievances respecting letters of reprimand.
- 19.04 A grievance may involve a difference between the Board and one (1) or more members of the Association which may be pursued under the grievance procedure identified in Article 19.05, or a difference between the Board and the Association which may be pursued under the grievance procedure identified in Article 19.06.
- 19.05 Procedures involving differences between the Board and one (1) or more members (with the same grievance) of the Association.
- a) Informal Discussion
A complaint will be discussed by the faculty member and the immediate supervisor within ten (10) days of the date the member became aware of the incident causing the dispute. The member has the responsibility to inform the Association when informal discussions have concluded.
 - b) Level 1
 - i. A grievance may be initiated by the Association on behalf of the grievor within five (5) days of the informal discussion if a satisfactory resolution is not reached. The grievance documentation will be submitted to the VPRAA or designee in written form, specifying a complete and full statement of the difference, citing the incident prompting the grievance, the clause(s) of the collective agreement in dispute, and the particular relief or redress requested on behalf of the grievor. The grievance must be signed by both the faculty member and the Chair of the Grievance Committee, or designee of the Association.
 - ii. Discussion of Grievance at Level 1
The VPRAA or designee and the faculty member, will meet within three (3) days following receipt of the grievance documentation. The Chair of the Grievance Committee or designee, of ACADFA, and a designee of the College, may accompany the grievor and the VPRAA or designee, to facilitate the resolution process.
 - iii. Response to Grievance at Level 1
The VPRAA or designee will prepare a written response to the faculty member within five (5) days of the discussion of grievance at Level 1.
 - c) Association Support
No individual grievance will proceed beyond Grievance Level 1 without the support of the Association Grievance Committee.
 - d) Mediation Procedure
Either party may choose to initiate a mediation procedure by notifying the other party in writing within

five (5) days of receipt of the Response to Grievance at Level 1. The party receiving the notification may elect to proceed to Grievance Level 2 rather than commence the mediation procedure. The time limits as set out in Grievance Level 2 commence from the date of the receipt of the written refusal to commence the mediation procedure.

Both parties must agree on a mediator. The parties will equally share the cost and expenses of the mediator.

The mediator will investigate the difference, define the issue in the difference, assist the parties in reaching a settlement, and, failing a voluntary settlement, make written recommendations to resolve the difference within ten (10) days of the receipt of the request. The time limits as set out in Grievance Level 2 commence from the date of the receipt of the written recommendations of the Mediator

e) Level 2

i. Grievance Level 2

The grievance may be referred to Level 2 by the Association on behalf of the faculty member(s) within five (5) days of the receipt of the Response to Grievance at Level 1, or receipt of written refusal to commence the mediation procedure, or receipt of the written recommendation(s) of the mediator if a satisfactory resolution is not reached. The Association, on behalf of the faculty member(s), may serve written notice to the President and CEO of the College, stating the grievance is not resolved.

ii. Discussion of Grievance at Level 2

The President and CEO or his designee and the faculty member will meet within three (3) days following receipt of the Grievance Level 2 documentation. The Chair of the Grievance Committee or designee, of the Association, and the Director, Human Resources or designee of the College, may accompany the grievor and the President and CEO to facilitate the resolution process.

iii. Response to Grievance at Level 2

The President and CEO will prepare a written response to the faculty member within five (5) days of the discussion of Grievance at Level 2. This response is the final and binding resolution of grievances against the disciplining of non-permanent members and grievances respecting letters of reprimand.

f) Arbitration

The Association, on behalf of the faculty member(s), may serve written notice upon the Board of its intent to submit the grievance to arbitration within five (5) days of the receipt of the Response to Grievance at Level 2 if a satisfactory resolution is not reached. The arbitration process will be in accordance with Article 19.09.

19.06 Procedure involving a difference between the Board and the Association.

a) Level 1

i. Grievance Level 1

A grievance may be initiated by either party within ten (10) days of the date it became aware of the incident causing the dispute. The grievance documentation will be submitted to the President of the other party in written form specifying a complete and full statement of the difference, citing the incident prompting the grievance, the clause(s) of the collective agreement in dispute, and the particular relief or redress requested on behalf of the grievor.

- ii. Discussion of Grievance at Level 1
The President and CEO of the College and the President of the Association will meet within five (5) days following receipt of the grievance documentation. The President and CEO of the College and the President of the Association may each request the attendance of a resource person to facilitate the resolution process.

- iii. Response to Grievance at Level 1
The President and CEO of the College will prepare a written response to the President of the Association within five (5) days of the Discussion of Grievance at Level 1.

b) Arbitration

The grievance may be referred to arbitration by either party within five (5) days of the receipt of the Response to Grievance at Level 1 if a satisfactory resolution is not reached. The arbitration process will be in accordance with Article 19.09.

19.07 In the event the grievor fails to follow the procedure and time limits established in the steps of the grievance procedure, the grievance shall be deemed to be abandoned. In the event the recipient of the grievance fails to follow the grievance procedure and the timelines established, the grievance shall advance to the next step of the grievance procedure.

19.08 Either party may request an extension of the time limits mentioned above, provided that such extension is requested prior to the expiry of time allowed. Where such extension is requested, it may not be unreasonably denied.

19.09 Arbitration

If a grievance is not resolved through the advanced progression described at the appropriate levels in 19.05, 19.06, or 19.07, it may proceed to arbitration. The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members; one (1) to be appointed by the Association, one (1) to be appointed by the College, and a third, who will act as chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, mutually agreed to by both parties.

a) Either party must notify the other in writing; such notice shall contain:

- i. The statement of difference, and
- ii. The statement of the name of its appointee to an arbitration board, or a name or list of names of person(s) acceptable to the party submitting the notice as the single arbitrator.

b) Upon receipt of the notice identified in 19.09 a), the party receiving the notice shall:

- i. Respond within five (5) days indicating which system of arbitration it finds acceptable in respect to the grievance, select the name of its appointee to an arbitration board, or select the name of a single arbitrator and notify the other party, in writing, of their selection, and
- ii. If the party receiving the notice does not respond within the said five (5) days, the grievance shall be dealt with by an arbitration board. If either party fails to appoint its nominee to an arbitration board within ten (10) days, the Chairman of the Alberta Labor Relations Board will be requested to appoint a nominee on its behalf.
- iii. If the nominees to the Arbitration Board cannot agree to a chair, the Chairman of the Alberta Labor Relations Board will be requested to appoint a chair.
- iv. If the parties agree on the use of a single arbitrator but are unable to agree on a person to act as

the single arbitrator, the grievance shall be dealt with by an arbitration board.

c) Authority and Powers of the Arbitration Board or Arbitrator

The Arbitration Board or Arbitrator may:

- i. Enter any premises where:
 - 1) Work is being done or has been done by a staff, or in which the College carries on business,
or
 - 2) Anything is taking place or has taken place concerning a grievance.
- ii. Question any witness under oath in the presence of the parties or their representatives concerning any matter connected with the grievance.
- iii. Authorize any person to do the things that the Arbitration Board or single arbitrator is permitted to do under this Article and to report thereon, and
- iv. Determine matters of procedure or failure of either party to comply with the provisions of the arbitration process, unnoticed by either party to the other side, preliminary to final determination of the issue.
- v. Accept any oral or written evidence that, in the Arbitration Board or single arbitrator's discretion is proper, whether it is admissible in a court of law or not, and
- vi. May administer an oath to a person appearing before the Arbitration Board or single arbitrator.
- vii. Issue notices to attend, and to compel the attendance of witnesses.

19.10 Neither an arbitration board nor single arbitrator shall have the power to add to, subtract from, modify or amend the provisions or terms of this agreement.

19.11 The Arbitration Board or single arbitrator shall be confined to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.

19.12 When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article, if the Arbitration Board or single arbitrator finds the procedural requirements have not been complied with, the Arbitration Board or single arbitrator may direct that the matter be reconsidered by the appropriate body in accordance with the proper procedures, or if deemed fit, resolve the matter in favor of the other party.

19.13 The Arbitration Board or single arbitrator shall hear and determine the grievance.

19.14 The decision of the Arbitration Board or single arbitrator shall be issued in writing and shall be final and binding upon the parties and upon any affected by it.

19.15 The decision of the Arbitration Board or single arbitrator shall be made within forty (40) days of the date of appointment, or such longer time as the parties may agree.

19.16 Each party to this agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The parties shall equally share the costs and expenses of the Chairman of the Arbitration Board or single arbitrator.

ARTICLE 20: TERM OF AGREEMENT AND NEGOTIATIONS

20.01 All amendments to this agreement are effective as of July 1, 2016 and shall remain in full force until June 30, 2019.

This agreement replaces all former collective agreements, and past practices, both oral and written. This agreement shall continue in full force and effect from year to year unless amended or terminated by either party as hereinafter provided.

20.02 Either party wishing to revise or renew this agreement shall give written notice of its intention to the other not later than the second work day in March 2016. Written notice shall be made to the President and CEO of the College, and the President of the Association.

20.03 Thereafter, the negotiating committees shall meet and exchange proposals on those items which either party wishes to negotiate prior to April 1, 2019.

20.04 On or before May 1, 2019, the negotiating committees shall meet from time to time to bargain in good faith and attempt to agree upon the terms of a new agreement.

20.05 Mediation

If, by July 1, 2019, the Association and the Board have been unable to agree upon the terms of a new agreement, the parties may agree to continue negotiations at a future date or one (1) party may advise the other party of its intent to request a mediator. On receipt of the notice of intent, both parties must attempt to mutually agree on a mediator. When the parties have attempted but been unable to mutually agree to a mediator, they shall make a joint request to the Director of Mediation Services, Alberta Labour, to appoint a person to act as a mediator.

The parties shall equally share the expenses of the Mediator, and agree to the fee schedule established by Alberta Labour for the payment of administration and mediator's fees.

- a) When a mediator is appointed, the parties shall meet with the mediator in an attempt to resolve any outstanding differences.
- b) A mediator shall, upon appointment, inquire into the dispute and endeavor to effect a settlement.
- c) If both parties accept a mediator's recommended terms of settlement, they shall promptly conclude negotiations and execute an agreement pursuant to the Mediator's terms.

If the Mediator does not recommend terms of settlement, or if either party does not accept the Mediator's recommended terms of settlement, then not later than five (5) days after mediation concludes, either party will notify in writing, the Mediator and the other party of their intention to proceed to arbitration.

20.06 Arbitration

The submission of the differences to arbitration shall be to an Arbitration Board of three (3) members; one (1) to be appointed by the Association, one (1) to be appointed by the College, and a third, who will act as chair, to be mutually agreed upon by the other two (2), or to a single arbitrator, mutually agreed to by both parties.

- a) Either party must notify the other in writing; such notice shall contain:

- i. The statement of differences it would be putting before the Arbitration Board or Arbitrator for decision or award by the Arbitration Board or Arbitrator, as set out in 20.06 b) vi), and
 - ii. The name of its appointee to an arbitration board, or a name or list of names of person(s) acceptable to the party submitting the notice as the single arbitrator.
- b) Upon receipt of the notice identified in 21.06 a), the party receiving the notice shall:
- i. Respond within five (5) days indicating which system of arbitration it finds acceptable in respect to the resolution of the differences, select the name of its appointee to an arbitration board, or select the name of a single arbitrator and notify the other party, in writing, of their selection, together with those differences which it would be putting before the Arbitration Board or arbitrator for decision or award by the Arbitration Board or Arbitrator:
 - ii. If the party receiving the notice does not respond within the said five (5) days, the arbitration shall be dealt with by an arbitration board. If either party fails to appoint its nominee to an arbitration board within ten (10) days, the Chair of the Alberta Labor Relations Board will be requested to appoint a nominee on its behalf.
 - iii. If the nominees to the Arbitration Board cannot agree to a chair, the Chairman of the Alberta Labor Relations Board will be requested to appoint a chair.
 - iv. If the parties agree on the use of a single arbitrator but are unable to agree on a person to act as the single arbitrator, the arbitration shall be dealt with by an arbitration board.
 - v. The Arbitration Board or Arbitrator may commence or continue the arbitration in the absence of a party or person who, after proper notice, fails to attend or fails to obtain an adjournment.
 - vi. The Arbitration Board or Arbitrator shall have the powers described in the Alberta Arbitration Act or successor legislation.
 - vii. The Arbitration Board or Arbitrator shall hear and decide in respect of the differences referred to the Arbitrator, and shall issue a decision or award within thirty (30) days after the hearing is concluded. Any agreement entered into by the parties after such decision or award shall include the terms contained in such decision or award, and the parties shall sign such agreement within ten (10) days after receipt of the decision or award, or of any necessary clarification of the decision or award.
 - viii. Each party to this agreement shall bear its own costs of arbitration, including the costs of its appointees to the board. The parties agree to share equally the costs and expenses of the chair of the Arbitration Board or single arbitrator.

20.07 Within sixty (60) work days of the signing of the agreement, each of the parties will hold a seminar for its members affected by the agreement.

20.08 Ratification

When the representatives of the parties reach agreement on all items for negotiation:

- a) The Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement;

- b) The employer's representatives shall present and recommend the proposed agreement to the board, which shall ratify or reject the agreement.

The formal ratification of both parties shall be sought without undue delay after the parties' representatives have signified their acceptance of the proposed agreement.

Where a settlement has been reached and ratified by the parties or an arbitration award has been made, the parties shall incorporate into a collective agreement the following:

- a) The arbitral award of the Arbitration Board (if applicable); and
- b) Such other matters as have been agreed by the representatives of the parties; and

Those matters covered by this agreement for which no changes were proposed.

ARTICLE 21: HUMAN REOURCES FILE

- 21.01 The human resources file referred to in this Article is the file of a faculty member maintained in the Human Resources Department.
- 21.02 Access to a member's human resources file shall be provided to a faculty member(s) or the immediate supervisor(s), in the presence of a designated college staff member, upon request, and also within a reasonable time, at least once in every year, and in the event of a grievance. The faculty member may request that a representative of the ACADFA Executive be present at the time of such examination.
- 21.03 A member, upon written request, shall be provided with a copy of any documents in the file including any course evaluation documentation in a form consistent with preserving the privacy of students and excepting those documents submitted by a member's references, or documents sealed as a result of a harassment investigation resolution.
- 21.04 If a matter of discipline is to become part of a faculty member's human resources file, the faculty member shall be notified in writing by the President and CEO.

ARTICLE 22: SALARY ADMINISTRATION

- 22.01 Permanent and Limited Term full-time faculty members and counsellor(s) shall be paid a monthly salary in accordance with Schedule A, and Permanent and Limited Term part-time faculty shall be paid a prorated salary based on the full-time equivalent of their appointment as per Salary Schedule A.
- a) When a member is hired, initial placement on the salary schedule will be determined by the VPRAA in consultation with Human Resources, based on college policies and procedures.
 - b) Each faculty member will be required to provide certified transcripts of the member's academic credentials or other documentation related to the member's qualifications.
 - c) Subject to a satisfactory evaluation, a permanent faculty member's salary shall be increased by one (1) increment per year on the member's anniversary date, up to the maximum salary on Salary Schedule A.
 - d) Permanent part-time faculty who accept an available additional teaching load on a temporary basis (Article 10.08) shall be paid for those additional courses on a pro-rata basis for the specified time according to Schedule B.
- 22.02 Librarians shall be paid a monthly salary in accordance with Schedule A-1
- a) When a librarian is hired, initial placement on the salary schedule will be determined by the VPRAA in consultation with Human Resources, based on college policies and procedures.
 - b) Each librarian will be required to provide certified transcripts of the member's academic credentials or other documentation related to the member's qualifications.
 - c) Subject to a satisfactory evaluation, a librarian's salary shall be increased by one (1) increment per year on the librarian's anniversary date, up to the maximum salary on Salary Schedule A-1.
- 22.03 Sessional faculty members shall be paid a rate for actual credit courses assigned as per Salary Schedule B.
- a) All salary payments shall be paid within the duration of the faculty member's contracts.
 - b) The applicable placement on the salary schedule shall be determined by the VPRAA in consultation with Human Resources, based on college policies and procedures.
 - c) No compensation shall be paid for courses which are cancelled before commencement date of the sessional contract; pro rata compensation shall be paid for courses which are cancelled after commencement of the sessional contract.
 - d) Subject to a satisfactory evaluation, a faculty member's rate per credit course assigned will be increased by one (1) increment upon the completion of instruction of a combination of sessional courses to an equivalent of a full-time course load, up to the maximum step on Salary Schedule B.
 - e) Contract rates for sessional workload under Article 10 include course and program planning and development, student critiques and completion of student evaluations, and marks submission, and may include a period immediately prior to and subsequent to the commencement and completion of classes. This period shall not begin prior to the first of the month in which the course

commences, and shall not end later than the Friday of the week containing the day on which final marks are due.

- f) Sessional faculty who agree to replace faculty who are absent from their normal class as a result of discretionary leave, court leave, or short term illness leave under Article 13, shall be compensated on a per diem rate of \$225.00 per day.

22.04 Faculty who teach School of Continuing Education + Professional Development credit courses as well as courses in the regular college program shall be paid a rate for each School of Continuing Education + Professional Development credit course taught as per Salary Schedule B.

22.05 Faculty teaching studio classes exceeding twenty-two (22) students, or those who teach multiple mixed classes exceeding twenty-two (22) students, shall be paid their contract rate based on the equivalent rate from Schedule B for that class increased by an additional compensation payment calculated under the following formula:

Their contract rate divided by 22, multiplied by 1.5 for each additional student over 22

Individual faculty may accept students beyond the twenty-two (22) student limit, after consultation with the College Registrar and with the approval of the VPRAA.

22.06 A permanent faculty member assigned to first line supervisory administrative duties of a program or major and who receives a stipend under Article 10.06 b) shall be paid a fixed money stipend of 9% of member's full-time salary. This allowance shall be paid either as a regular monthly payment or as a one (1) time payment.

22.07 Permanent Faculty who undertake primary graduate supervision, which normally commences in the second semester of the graduate program, shall be entitled to one (1) course release upon the completion of thirty-two (32) months of supervision. The supervision may be continuous and/or distributed among multiple periods and multiple students. A Member may agree to supervise more than one student at a time.

Faculty will take a course release scheduled by mutual agreement and taken within twenty-four (24) calendar months of becoming eligible. Course release may be delayed beyond the 24-month period by mutual agreement. When a course release is unavailable or partial, pay in lieu shall be prorated in accordance with Salary Schedule B.

ARTICLE 23: HEALTH AND SAFETY

- 23.01 Pursuant to occupational health and safety legislation, the College and faculty members recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for faculty, staff, and students. The College is committed to an active Health and Safety Committee containing broad representation from the College community, and ACADFA commits to ensuring the active participation of faculty members on this committee.

ARTICLE 24: LEGISLATION AND THE COLLECTIVE AGREEMENT

- 24.01 In the event that any law passed by the Governments of Alberta or Canada renders null and void, or reduces any provision of this collective agreement, the remaining provisions shall remain in effect for the term of the collective agreement and the parties hereto shall negotiate, in accordance with the bargaining procedures herein provided, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

ARTICLE 25: PRINCIPLES FOR OWNERSHIP OF INTELLECTUAL PROPERTY AT ACAD

- 25.01 The College promotes dissemination and the open and free exchange of ideas, practices, and scholarly works. The College is an advanced educational and research institution where intellectual property shall be freely shared under the terms of the Intellectual Property Procedure 700.07.01 regarding the management and ownership of intellectual property.
- 25.02 The College agrees to consult with the Association prior to the alteration of the Procedure.

ARTICLE 26: ACADEMIC AND ARTISTIC FREEDOM

- 26.01 Alberta College of Art and Design (ACAD) is committed to academic and creative freedom, and the open and free exchange of ideas and knowledge on behalf of all students, faculty and staff of ACAD. The advancement of learning through teaching, creative production and appropriate dissemination of ideas is essential to the academic life of ACAD.
- 26.02 It is agreed that the parties to this agreement subscribe to the principles of academic and artistic freedom, that is, the right to examine, to question, to teach, to learn, to investigate, to speculate, to comment, to criticize without deference to the prescribed doctrine. Academic and artistic freedom does not confer legal immunity; nor does it diminish the obligations of faculty members to meet their responsibilities to the College as set out and as assigned in Article 10 (Workload).
- 26.03 Academic and artistic freedom includes the duty to use that freedom in a manner consistent with the responsibility to base research and teaching on an honest search for knowledge.
- 26.04 Faculty members have the right to publish the results of their research without interference or censorship from the College.

ARTICLE 27: VOLUNTARY RESIGNATIONS AND RETIREMENTS

- 27.01 A permanent full-time, permanent part-time, limited term (LTA) or probationary instructor may resign voluntarily at any time with a minimum of eight (8) weeks written notice to the VPRAA or designee, the effective date of such notice shall not fall within any academic semester.
- 27.02 In the case of retirement, whenever possible, faculty shall submit notice of retirement by December 31.
- 27.03 A sessional instructor may resign during the contract period of their employment. The instructor is encouraged to provide a minimum of four (4) weeks' notice, in writing, to their School Chair.

ARTICLE 28: DISCIPLINE, DISMISSAL AND TERMINATION

- 28.01 Disciplinary action consists of the issuance of a letter of reprimand clearly identified as disciplinary in nature, suspension, or dismissal. Notice of disciplinary action shall be delivered in writing to the Faculty Member and shall state the reason or reasons for such disciplinary action. A copy of the notice, for information only, shall be provided to the Faculty Association.
- 28.02 The College may terminate a member's employment at any time for just cause. Dismissal for just cause is without notice or payment in lieu of notice.
- 28.03 The College may terminate a member's employment at any time while on probation and is not subject to just cause. Probationary termination shall be with notice or payment in lieu of notice calculated as two (2) weeks for every year of service (prorated for partial years served).
- 28.04 In the event of termination, written notice shall be provided by the President and CEO to the member, and a copy to the President of the Association.

SALARY SCHEDULE A

APPLICABILITY:
PERMANENT AND LIMITED TERM FULL-TIME FACULTY,
PERMANENT AND LIMITED TERM PART-TIME FACULTY and
COUNSELLOR(S)

FTE Annual Salary

Lecturer + Limited Term Appointments:

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 1.1	58,292	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 1.2	61,524		
Step 1.3	64,756		
Step 2	67,988		
Step 3	71,362		
Step 4	74,690		
Step 5	78,016		
Step 6	81,486		
Step 7	84,788		
Step 8	88,210		
Step 9	91,442		

Assistant Professor + Counsellor:

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 2	67,988	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 3	71,362		
Step 4	74,690		
Step 5	78,016		
Step 6	81,486		
Step 7	84,788		
Step 8	88,210		
Step 9	91,442		
Step 10	94,673		
Step 11	97,904		
Step 12	101,136		

Associate Professor:

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 5	78,016	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 6	81,486		
Step 7	84,788		
Step 8	88,210		
Step 9	91,442		
Step 10	94,673		
Step 11	97,904		
Step 12	101,136		
Step 13	104,368		
Step 14	107,600		
Step 15	110,832		

Professor:

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 8	88,210	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 9	91,442		
Step 10	94,673		
Step 11	97,904		
Step 12	101,136		
Step 13	104,368		
Step 14	107,600		
Step 15	110,832		
Step 16	114,064		
Step 17	117,296		
Step 18	120,528		

Permanent and Limited Term part-time faculty members will receive a prorated annual salary based on the full time equivalent of their appointment.

SALARY SCHEDULE A-1

APPLICABILITY: LIBRARIANS

FTE Annual Salary

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 1	58,119	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 2	61,001		
Step 3	63,844		
Step 4	66,685		
Step 5	69,652		
Step 6	72,473		
Step 7	75,394		
Step 8	78,153		
Step 9	80,912		

SALARY SCHEDULE B

APPLICABILITY: SESSIONAL INSTRUCTION

Per Credit Course Assigned

Effective Date	July 1 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019
Step 1	7,120	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2018	Steps will increase based on the arithmetic average of the national and Alberta All-items CPI index according to Statistics Canada as at January 2019
Step 2	7,499		
Step 3	7,870		
Step 4	8,237		
Step 5	8,606		
Step 6	8,988		
Step 7	9,352		
Step 8	9,729		
Step 9	10,085		
Step 10	10,442		

LETTER OF UNDERSTANDING #1

between

THE BOARD OF GOVERNORS OF THE ALBERTA COLLEGE OF ART AND DESIGN

and

THE ALBERTA COLLEGE OF ART AND DESIGN FACULTY ASSOCIATION

Re: Secondments to Academic Administrator Positions

This letter of understanding applies to current permanent and permanent probationary faculty who apply for, and are offered, an Academic Administrator position.

Definitions

“Academic Administrator” means a management position that is exempt from the Faculty Association. Academic Administrative positions include, but are not limited to, the following:

- Vice President, Research + Academic Affairs
- Associate Vice President, Research + Academic Affairs
- Associate Vice President, Instructional Affairs
- Chair, School of Craft + Emerging Media
- Chair, School of Visual Art
- Chair, School of Communication Design
- Chair, School of Critical + Creative Studies

“Secondment” means an employee temporarily transferred to another position for a defined period of time for a specific purpose. At the conclusion of the secondment, the faculty member will return to their former faculty position at their former annual salary plus any increases they would have been contractually entitled to during the temporary secondment period with no loss of service for the purposes of contractual entitlements.

Appointment

When candidates for Academic Administrator positions are recruited externally, this letter shall not apply. However, when candidates for Academic Administrator positions are recruited externally and the offer of employment is contingent on a permanent academic appointment, the Hiring Guidelines for Permanent Faculty will first apply, and if the candidate is found suitable for a Permanent Faculty position, the search may progress to assess suitability for the Academic Administrator role. In such cases, Academic Administrators shall hold an appointment within a particular school and must in all respects meet standards for appointment, and must complete the term of appointment in full in order to receive the academic appointment, unless otherwise mutually agreed.

All terms and conditions associated with the term of the secondment to the Academic Administrator appointment shall be in accordance with the offer of employment letter, and subject to the following:

- The College will continue to withhold and remit membership dues consistent with Article 6
- The secondment may be terminated by either party with 30 days’ written notice without it being subject to grievance or arbitration under the Collective Agreement

In the case of appointment to a School Chair Academic Administrator position, all terms and conditions associated with the term of the secondment to the Academic Administrator appointment shall be in accordance with the offer of employment letter, and subject to the following:

- The employee maintains annual vacation leave entitlements consistent with Article 12
- The employee retains entitlement to Professional Expense Reimbursement Allowance consistent with Article 15
- The employee retains entitlement to apply for Faculty Professional Affairs funding

Academic Administrators have the right to teach at any time if the need exists, unless their specific appointment contract specifies otherwise. Such Academic Administrator teaching assignments shall not displace permanent faculty members' normal teaching load. Teaching terms and conditions for Academic Administrators will be consistent with those set out in the Collective Agreement Articles 10, 22.05, 25 and 26.

Evaluation and Probation

Academic Administrators will be subject to the College's management performance evaluation process. Service toward the completion of a faculty member's probationary period while serving in an Academic Administrator position will be pro-rated based on the number of courses taught during the period of secondment, subject to satisfactory evaluation.

This Letter of Understanding remains in force for the life of the current Collective Agreement (July 1, 2016 - June 30, 2019) or until such time as a new Agreement is reached.

Signed on behalf of:

signed original held in the office of Human Resources
Alberta College of Art + Design

signed original held in the office of Human Resources
Faculty Association

Dr. Daniel Doz
Print Name

Justin Waddell
Print Name

September 15, 2016
Date

September 15, 2016
Date

LETTER OF UNDERSTANDING #2

between

THE BOARD OF GOVERNORS OF THE ALBERTA COLLEGE OF ART AND DESIGN

and

THE ALBERTA COLLEGE OF ART AND DESIGN FACULTY ASSOCIATION

Re: Alternative Learning Development and Instruction

Definitions

- a) The term “**Online Course**” as used in this Letter of Understanding refers to courses identified as online courses or blended learning by Academic Council, where:
 - i. instruction does not occur predominantly face-to-face, where teacher and students are separated spatially such that face-to-face interaction is absent or minor, and communication is predominantly accomplished by means of technology; or
 - ii. instruction occurs mediated by technology such that a virtual classroom is created and there are no or few regularly scheduled face-to-face classes.
- b) Courses referred to herein does not preclude the coexistence of other versions of the same course delivered in another format.
- c) For the purposes of this LOU, “**Technology**” is a device, technique or method used in the creation, storage, transmission, re-transmission, broadcasting, telecommunication (including tele-conferencing), recording, and reception, in electronic form, of data, images, and text in support of the fulfilment of teaching responsibilities by faculty, including but not limited to the technologies of multimedia, videotape, audiotape, digital recording, computer-mediated information processing and communication (including electronic mail), and transmission or reception via the Internet or World Wide Web.
- d) “**Course Authoring**” means the development and creation of an online course and shall include the preparation of all outlines, statements of course policies and objectives, lesson plans, lecture notes, support materials, learning outcomes, self-administered tests, discussion topics, instructions, assignments, and exams necessary to mount a course for the first time, and the selection and/or compilation of texts, readings, and/or audiovisual materials.

General

- e) Nothing in this Letter of Understanding shall be construed so as to limit the use of Technology or traditional communications media as components in courses that are not Online Courses or in other aspects of academic programming.
- f) The introduction of a new Online Course or new Online Courses shall be subject to the normal decision-making process for course development. This requirement shall not preclude the introduction of Technology components into courses other than Online Courses by individual Faculty.

Course Authoring

- g) Faculty may be assigned to author an Online Course as part of his or her workload assignment under Article 10.02, or under optional additional service under Article 10.09, through an authoring agreement.
- h) Course authoring procedures and agreement templates will be developed through normal decision-making processes for academic procedural development, and include but is not limited to consideration of:
 - i. copyright and provision of course materials
 - ii. intellectual property and licence agreements
 - iii. noncompete clauses and exceptions
 - iv. revisions and updating of course materials
 - v. third party uses
renewal options
 - vi. termination clauses and destruction of course materials

Appointment/Assignment

- i) Faculty may be assigned to teach an Online Course as part of his or her workload assignment under Article 10.02, or under optional additional teaching under Article 10.08.
 - i. Teaching responsibilities of faculty for an Online Course as they relate to assignments, scheduling, syllabi, papers, and tests shall be equivalent to those of other sections of the same course. Access to marking/grading support, if needed, shall be equivalent to that of other sections of the same course that are not offered online.
 - ii. Faculty teaching an Online Course may elect to meet his or her office hours obligations, as per the Course Management Procedure, to students enrolled in the Online Course by way of functionally equivalent online communication.

This Letter of Understanding remains in force for the life of the current Collective Agreement (July 1, 2016 - June 30, 2019) or until such time as a new Agreement is reached.

Signed on behalf of:

signed original held in the office of Human Resources
Alberta College of Art + Design

Dr. Daniel Doz
Print Name

September 15, 2016
Date

signed original held in the office of Human Resources
Faculty Association

Justin Waddell
Print Name

September 15, 2016
Date

LETTER OF UNDERSTANDING #3

between

THE BOARD OF GOVERNORS OF THE ALBERTA COLLEGE OF ART AND DESIGN

and

THE ALBERTA COLLEGE OF ART AND DESIGN FACULTY ASSOCIATION

Re: Introduction of Academic Rank into Salary Schedule A

Definitions

Academic rank - means the title given to faculty that recognizes a faculty member's education, experience, and contributions to teaching, research, professional practice, and service.

Agreement

With the intention of achieving a ratified collective agreement that includes academic rank in Salary Schedule A, both Parties agree to the following:

- a) A joint Academic Rank Placement, Promotion, and Appeal Committee ("ARPPAC") will be struck within thirty (30) days of ratification with the aim of developing through mutual agreement and good faith, a fair and reasonable procedure(s) for academic rank placement, promotion and appeal, that align with best practices of other degree granting institutions, by March 31, 2017.
 - i. The ARPPAC will meet on no less than four (4) separate occasions before March 31, 2017, the first meeting of which shall occur on or before October 31, 2016.
 - ii. The ARPPAC will be comprised of the Chair of the ACADFA Negotiations Advisory Committee; the Executive Director, Human Resources; two (2) permanent faculty members appointed by ACADFA; and two (2) employees appointed by the Executive Director, Human Resources.
 - iii. The ARPPAC once struck will develop terms of reference regarding meeting protocol and decision making.
 - iv. Should ARPPAC fail to come to agreement with regard to the above objectives and procedures, and cannot reach mutual agreement to extend timelines, the matter shall be resolved using the mechanisms of dispute resolution provided for in Article 19 of the Collective Agreement: Grievances and Arbitration.

The College agrees to consult with the Association prior to the alteration of the procedure(s) once finalized and approved.

- b) The academic rank assigned to each faculty member by the VPRAA as at July 1, 2016, will be recognized and accepted for the purposes of applying Article 22 and Salary Schedule A.
 - i. Any faculty member who was eligible to have their academic rank reassigned as per the March 2, 2015, Rank and Promotion Implementation memo (Phase II), but did not submit a letter of application, will have their rank reassigned retroactive to July 1, 2016.

- c) Any faculty member hired at the rank of Lecturer prior to ratification of this agreement shall be grandfathered to the Salary Schedule that was in place at the time of hire.

Signed on behalf of:

signed original held in the office of Human Resources
Alberta College of Art + Design

signed original held in the office of Human Resources
Faculty Association

Dr. Daniel Doz
Print Name

Justin Waddell
Print Name

September 15, 2016
Date

September 15, 2016
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