

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF THE

ALBERTA COLLEGE OF ART & DESIGN

AND

THE ALBERTA COLLEGE OF ART & DESIGN FACULTY ASSOCIATION

JULY 1, 2005 - JUNE 30, 2008

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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:

Act means the Post Secondary Learning Act.

Academic Executive: means an academic committee chaired by the Vice President Research and Academic Affairs consisting of academic leaders of departments, majors or programs and managers of academic support departments as may be determined by the Vice President Research and Academic Affairs.

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

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

ACADFA or Association: means the Alberta College of Art & Design Faculty Association.

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

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

Board: means the Board of Governors of the Alberta College of Art & Design. For purposes of this Agreement, the Board may also appoint designates to represent them.

College: means the Alberta College of Art & 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 10 days for deliberation of a response, and considering the response before a decision is made.

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.

Department Chair(s): means the person(s) appointed by the President as academic leader of a College department, major, program or combination of programs.

Guest Artists/Designers/Lecturers: means a person contracted for short-term service in support of the educational goals of a program or the College as a whole and who is not covered under the terms of this Agreement

ARTICLE 1: DEFINITIONS CON'T

Head(s) of Majors/Areas of study: means the person(s) appointed by the Vice President Research and Academic Affairs as the faculty administrative representative of a studio or academic teaching unit of the College.

Immediate Supervisor: means the person to whom a Member reports.

Liberal Studies faculty: is a member who teaches in the Department of Liberal Studies and is subject to the responsibilities assigned as part of this affiliation.

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: means the President of the College or designate.

Professional and/or Scholarly: term(s) used to modify "activity(ies)", "work", "achievement", "experience" or "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.

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

Studio faculty: is a member who teaches in the Studio programs and is subject to the responsibilities assigned as part of this affiliation.

VP Research and Academic Affairs: means the person designated by the Board as Senior Academic Officer, or designate.

Week: means the days of Monday to Sunday inclusive.

ARTICLE 2: ACADFA RECOGNITION

- 2.01 Employees, who 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 and as Counselor(s). 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 either an Academic Staff or as Counselor(s).
- 2.03 The following are excluded from ACADFA Membership:
- a) guest artists/designers/lecturers
 - b) persons teaching non-credit courses
- 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 appointments:

- a) Permanent Full-Time Faculty: the terms and conditions of this Agreement apply in full.
- b) Permanent Part-Time Faculty: the terms and conditions of this Agreement apply in full unless stipulated otherwise.
- c) Sessional, Replacement and Extended Studies Faculty : shall be subject to all rights and responsibilities of this Collective Agreement unless otherwise specified and pro-rated where appropriate.

For Sessional, Replacement and Extended Studies credit faculty, the Articles apply as indicated in the following table. Partial application of an Article will be indicated by a Yes under the respective category of employment.

Article Number	Page Number	Sessional	Replacement	Continuing Ed.
1	1,2	yes	yes	yes
2	3	yes	yes	yes
3	4	yes	yes	yes
4	5	yes	yes	yes
5	6	yes	yes	yes
6	7	yes	yes	yes
7	8	yes	yes	yes
8	9-11	yes	yes	yes
9	12	yes	yes	yes
10	13 - 19	yes	yes	yes
11	20	yes	yes	yes
12	21	yes	yes	yes
13	22 - 28	yes	yes	yes
14	29, 30	yes	yes	yes
15	31 - 34	yes	yes	no
16	35	yes	yes	yes
17	36	no	no	no
18	37	yes	yes	yes
19	38 - 43	yes	yes	yes
20	44 - 46	yes	yes	yes
21	47	yes	yes	yes
22	48	yes	yes	yes
23	49 - 51	yes	yes	yes
24	52	yes	yes	Yes
25	53	yes	yes	yes
26	54	yes	yes	yes

3.02

Persons described in Article 2.03 and 2.04 are not subject to the rights and responsibilities of this Collective 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 Colleges 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.

ARTICLE 5: DISCRIMINATION AND HARASSMENT

- 5.01 The College, the Association, and the Employees 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 Parties agree to cooperate in ensuring that Employees are able to conduct their responsibilities in a working environment free from harassment as provided in the Board's Policy.
- 5.03 The College will consult with the Association prior to any changes to its 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 beginning 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 which combines more than one level of instruction is a multiple mixed class under Article 23 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 each of the sessional, replacement and extended studies categories.
 - c) the number of courses required to fill interim vacancies identified under Article 8.02 (c) by source and the number of replacement courses filled by replacement appointments.
- 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 designates 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 courses per semester for a person elected to the position of ACADFA President. Subject to approval by the VP Research and Academic Affairs, an additional teaching reduction of one course per semester will be granted in which case the Association shall reimburse the College for the substitution cost of a replacement instructor. Replacement appointments shall be compensated according to Salary Schedule C.
- d) Subject to approval by the VP Research and Academic Affairs, a teaching reduction of one 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 replacement instructors. Replacement appointments shall be compensated according to Salary schedule C. The College will credit the Association 50% of substitute costs for each day the three 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 the Collective 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 Board's Employment Policies and Procedures. 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 of the following categories:
- a) Permanent Appointments: Full-time and part-time appointments to fill positions which shall normally remain in effect on an on-going basis.
 - b) Sessional Instruction: Sessional instruction is 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. Where contracts for sessional instruction are necessary to meet program needs as determined by the VP Research and Academic Affairs, in consultation with the Department Chair and Head of Major, they may be variable in length from one to five year reoccurring terms of employment. The initial contract term for new sessional faculty shall normally be one year. Workload will be assigned at the Program or Major/Area of studies level, within the provisions of Article 10, subject to the approval of the VP Research and Academic Affairs.
 - i) Any contract of sessional instruction longer than eight months (excluding the period prior and subsequent to the commencement and completion of classes in Article 8.02(b) (ii)) in any academic year, recommended by the Department Chair, is subject to the approval of the VP Research and Academic Affairs.
 - ii) 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 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 (Workload) during a period which is after the normal completion of their contracted term of employment for instruction shall be compensated as specified under Article 23.02.
 - iii) 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.
 - iv) The College will advertise for all subject areas requiring sessional instruction. The interview requirements for reappointment to instruct on a sessional basis may be waived for a sessional faculty member whose contract has expired but who has completed two consecutive sessional contracts, subject to the approval of the Vice President Research and Academic Affairs and subject to the following conditions:

- 1) That there is a letter of application with a current CV from the sessional employee requesting consideration for further reappointment and,
- 2) That there is clear evidence of satisfactory performance in all areas of the contracted appointment in each of the consecutive preceding contracts and
- 3) That the search committee, including the Head of Major and Department Chair recommends that amongst the competing candidates for the position that there are no other applicants whose academic and professional credentials and teaching experience can reasonably be said to warrant consideration and interview.

v) 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% contracts for sessional instruction under Article 8.02 (b) and will be based on the following components:

- a) the total FTE permanent appointments under Article 8.02 (a) and
- b) a FTE calculation of contracts for sessional instruction under Article 8.02 (b) based on the annual total number of courses through contracts for sessional instruction, divided by 6 (excluding credit courses taught by sessional instruction during evenings, weekends, spring and summer semesters)

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

- c) Replacement Instruction: Contracts for instruction which are limited in time and responsibility, on a per course basis, to fill positions necessary to provide coverage for interim vacancies created by :
 - i) any paid leaves by Permanent appointees and Sessional faculty under Article 13
 - ii) early retirement of Permanent appointees under the College Early Retirement Program,
 - iii) appointees granted teaching workload reduction under Article 7,
 - iv) appointees granted sabbatical leave under Article 15,

These replacement contracts for instruction shall normally be for a period of no longer than eight months in each academic year (excluding the period prior and subsequent to the commencement and completion of classes in Article 8.02(b) (ii)) and shall be compensated under Article 23 and Salary Schedule C.

- d) Extended Studies Credit Instruction: Contracts for credit instruction which are limited in time and responsibility to instruct credit courses provided, either through Extended Studies or through a major or area of instruction, that are not part of the regular program and, that are offered on a net revenue basis and not supported through Alberta Advanced Education funding.

8.03 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 educational goals, 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.

8.04 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 faculty may hold graduate degrees; some may hold diplomas, undergraduate degrees or not hold any academic degrees. The College considers existing studio faculty, 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 to Studio Faculty positions on the basis of a graduate degree appropriate to the discipline or equivalency as determined by the VP Research and Academic Affairs.

c) Academic degrees and teaching experience at the post secondary level are the prime indicators of a faculty member's qualifications for instructing in Liberal Studies. In general, the Ph.D. and comparable doctorates are the appropriate terminal degrees for the Liberal Studies Faculty and the College will make appointments to Liberal Studies Faculty positions on the basis of the appropriate terminal degree.

ARTICLE 9: FACULTY EVALUATION

- 9.01 Achievement of the College's educational 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 Policy and Procedure .
- 9.03 The College will consult with the Association prior to the alteration of the Faculty Evaluation Policy and Procedure.
- 9.04 Evaluation File
The Evaluation File is maintained by the VP Research and Academic Affairs for each Faculty Member, and will contain the following:
- a) comprehensive Faculty Annual Report
 - b) summaries of course evaluations
 - c) copies of all Assessment documents/reports/recommendations produced
 - d) the final Department Chairs Assessment and Evaluation Report
 - e) correspondence regarding degree of performance
 - f) letters of assessment or references from peers or supervisors from other majors or programs where requested by the Faculty member
 - g) Current Curriculum Vitae
 - h) Sabbatical Report, if applicable
 - i) Any other material regarding pedagogy, scholarly activity and/or professional practice submitted by the faculty member or supervisor

After completion of the annual evaluation, items a), b), d), h) and i) will be transferred and retained permanently in the Human Resources file (Article 22) of the member. The remainder of the documentation will be kept in the VP Research and Academic Affairs office for a period of 3 years, following the end of the academic year of the annual evaluation, after which it will be removed from the file and destroyed. Members will be given the opportunity to access and/or request copies of documentation, held in the VP Research and Academic Affairs office, excepting items (f) and including any course evaluation documentation in a form consistent with preserving the privacy of students, contained in the file prior to its destruction.

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 appeals, curriculum review and other related responsibilities which may be assigned by the VP Research and Academic Affairs. All faculty members are responsible for awareness of, and compliance with, College policies and procedures.
- b) Service Responsibilities:
Program and institutional planning, committee faculty membership, Faculty evaluation, administrative duties, selection committees, convocation, student recruitment, and other related responsibilities which may be assigned by the VP Research and Academic Affairs.
- c) Professional Responsibilities:
Studio and exhibition commitment, professional and personal development, community service, and other related responsibilities which may be assigned by the VP Research and Academic Affairs.
- d) Creative Activities and/or Research Responsibilities
The responsibilities of a faculty member who is appointed to a position that is a Permanent Appointment shall include:
 - creative activities and/or research,
 - and the dissemination of creative activities and/or research by means appropriate to the discipline.

10.02 Prior to the commencement of each Academic year, the VP Research and Academic Affairs or designate(s) shall assign workload in consultation with each Faculty member. Workload assignments shall consider:

- the requirements of the College
- the requirements of the Academic program or major
- the Faculty member's qualifications and abilities
- class size
- amount of course preparation time, including supervision, unsupervised periods, marking, examinations, and theses

In scheduling teaching responsibilities for all Faculty members, the VP Research and Academic Affairs shall:

- a) Schedule teaching responsibilities for any Faculty member within a nine (9) hour consecutive block on any day, unless agreed upon otherwise by that Faculty member.

- b) schedule teaching responsibilities with a minimum of 12 hours between the end of a faculty members last teaching assignment on one day and the beginning of the first teaching assignment on the next day, unless he/she gives consent in writing
- c) for Permanent Full-time and Permanent Part-time Faculty, schedule teaching responsibilities for any Faculty member within Monday to Friday, or Tuesday to Saturday if agreed to, by that Faculty member
- d) consider the professional (studio, design, or scholarly) practices of the Faculty members.

10.03

a) Permanent Full-Time Faculty:

Workload shall include all responsibilities as described in Article 10.01.

- i) Full-time Faculty teaching studio courses shall not be required to teach in excess of 540 contact hours per Academic Year and in excess of eighteen (18) contact hours per week.
- ii) Full-time Faculty teaching Liberal Studies courses shall not be required to teach in excess of 270 contact hours per Academic Year and in excess of nine (9) contact hours per week.

b) Permanent Part-time 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.
- ii) Part-time Faculty teaching Liberal 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.

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. Workload shall be pro-rated, according to the terms of the Faculty member's contract, if necessary.

d) Contracts for Replacement Instruction

Workload shall only be assigned for teaching and related responsibilities, as described in Article 10.01(a), unless agreed to by the faculty member, during the contract term and the total teaching commitment during the contract term shall not exceed four (4) courses per Academic semester. Commencing July 1, 2007, replacement faculty workload shall include all workload as assignable to sessional faculty in Article 10.03(c).

e) Contracts for Extended Studies Credit Instruction

Workload of faculty hired for the purposes of teaching Extended Studies credit courses only and whose courses are not integrated into College credential programs shall consist only of teaching and related responsibilities set out in Article 10.01 (a) as shall be assigned by the VP Research and Academic Affairs in consultation with the Director, Extended Studies.

Contact hours for faculty teaching Extended Studies credit courses who also teach in regular college programming may be in addition to the workload limits set out in 10.03 a) and b).

10.04

Non Teaching Faculty

a) Total workload for non-teaching faculty, including full-time counselors, shall be thirty-five (35) hours per week averaged over the Academic Year.

b) Full-Time Counsellor(s):
A Counsellor's workload includes all of the following areas of responsibility:

1) Student Counselling Responsibilities:

Personal and career counseling 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 Director of Student Services and Admissions. Duties shall be assigned in consultation with the Counselor.

3) Professional Responsibilities:

Research, professional and personal development, community service, and other professional responsibilities.

10.05

Assignment of a faculty member to first line supervisory administrative duties of a program or major:

a) The College may assign a faculty member, with his or her consent, to first line supervisory administrative duties of a program or major (commensurate with those duties currently carried out by those persons referred to as Head(s) of program in Article 1.01). Appointment of the faculty member, assignment of duties and determination of the term of the appointment will be by the VP Research and Academic Affairs in accordance with the administrative duties component of Service Responsibilities in Article 10.01(b).

b) Members assigned first line supervisory administrative duties of a program or major shall, as determined by the College, either be paid a stipend as specified in Article 23.07 and/or receive a reduction in their instructional workload responsibilities in Article 10.03. Any reduction in instructional workload responsibilities shall be determined on a per semester basis by the VP Research and Academic Affairs.

c) Upon completion of the first line supervisory administrative appointment the faculty member will be re-assigned, by the VP Research and Academic Affairs, to a workload as determined in Article 10.

10.06 Workload Reduction – Permanent Full-time

- a) A Permanent Full-time faculty member may apply for a temporary teaching load reduction, subject to the approval by the VP Research and Academic Affairs, 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 Counsellor may apply for a temporary counseling load reduction, and subject to the approval by the Director of Student Services and Admissions, the counsellor's salary will be reduced on a pro-rata basis for the specified time.

10.07 Optional Additional Workload

Permanent full time or Permanent part time faculty may elect to teach courses in addition to those specified in Article 10.03. Additional available teaching workload may also be offered to faculty contracted to perform Sessional and Replacement instruction. Additional available teaching workload will be offered:

- First to qualified sessional faculty whose course load is less than the number contracted;
- second to qualified Permanent Part-time faculty;
- third to qualified sessional and replacement faculty in excess of their specified contracted number of courses, when such faculty have less than a full workload,
- fourth, to permanent full time faculty; who have requested additional available teaching workload for which they are qualified and,
- fifth, to qualified sessional faculty who have a full workload, to a maximum of 8 courses per academic year

The procedure for application for workload increase shall be as follows:

- a) 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 VP Research and Academic Affairs, 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.

- b) Contracts for Sessional Instruction

Additional available teaching workload will be offered, both to qualified sessional faculty whose course load is less than the number contracted and whose course load is the number contracted, in priority order established above. 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 8 credit courses (including Extended Studies credit courses) over an academic year.

c) Full-time permanent faculty

Full-time permanent faculty may apply for a temporary teaching load increase, subject to the approval of the VP Research and Academic Affairs, 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 full-time permanent studio faculty will be permitted to teach more than 720 contact hours or in excess of 24 contact hours per week during the combined fall and winter semesters. No full-time permanent Liberal Studies faculty will be permitted to teach more than 450 contact hours or 15 hours per week during the combined fall and winter semesters.

d) If there are two or more qualified faculty requesting additional teaching workload the allocation of work will be made by the VP Research and Academic Affairs based on the priorities for increased workload established in Article 10.06.

e) Faculty requests for workload increase must be made in writing to the VP Research and Academic Affairs for the upcoming academic year by March 1st.

10.08

Reduced Duties Leading to Retirement

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

a) An academic staff faculty member holding a permanent appointment, who becomes eligible and proposes to retire from the College on a specific retirement date named by the staff faculty member (the specific retirement date to be a maximum of 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 members who will attain the age of 55 or older by the specific retirement date named by the faculty member in Article 10.07 a) and
- ii) Faculty members whose pensionable service under the Local Authorities Pension Plan will be a minimum of 10 years by the specific retirement date named by the academic staff faculty member in Article 10.07 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.)

Option	Assignment of Duties	Duration	Basis of Salary
A	50% of duties (½LWOP)	2 years	½ 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 1 year AND 50% of duties (½ LWOP) for 2 years	1 year 2 years	2/3 salary ½ salary

d) During the period of reduced assignment of duties, (provided that the staff faculty member 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 staff faculty member were on full pay subject to the terms and conditions of the College insurance policies: Group Life, Extended Health Care, Dental Care, Alberta Health Care, Group Accidental Death and Dismemberment.

e) Subject to the provisions of the Local Authorities Pension Plan, 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 10.05 will apply to arrangements for reduced assignment of duties leading to retirement. Each application will require approval by the Vice President Research and Academic Affairs upon the recommendation from the Department Chair, and subject to operational requirements. In the event of a negative recommendation from the Department Chair, the faculty member may appeal to the Vice President Research and Academic Affairs. The decision of the Vice President Research and Academic Affairs shall be final.

g) Employment contracts to replace the reduced duties of faculty members under this Article will be offered as Sessional contracts for instruction under Article 8 with assignment of duties specified under Article 10 and remuneration specified under Article 23.

h) Once a leave agreement for reduced assignment of duties and election to retire is concluded between the faculty member 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:

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

and the days from December 25 to January 1 inclusive.

ARTICLE 12: ANNUAL VACATION LEAVE

- 12.01 Permanent faculty members are entitled to forty five (45) days paid vacation leave each year.
- Permanent faculty members teaching the May - June session and Permanent faculty members returning from a sabbatical expiring on June 30 shall take their vacation leave during the period July 1 - August 31.
- All other Permanent Members shall take their vacation leave starting on the Saturday of the weekend ten (10) weeks prior to the commencement of the fall semester and ending on the second Sunday preceding the commencement of the fall semester.
- Vacation leave time shall not be carried forward from year to year except for Permanent Faculty members who have agreed to assigned teaching responsibilities under Article 10 during the summer semester (July – August) who may bank their vacation days and with the approval of the VP Research and Academic Affairs elect to take their vacation leave on a per day basis during any of the following fall, winter or spring semesters.
- 12.02 A Member's salary shall be pro-rated during vacation leave if the Member:
- a) were employed for less than the full previous ten (10) months (September to June). Including the College fall and winter academic semesters
 - b) were on leave of absence without pay during the Academic year.
 - c) received a partial workload reduction during the Academic year.
- 12.03 If the VP Research and Academic Affairs 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 May and/or June of the following year.
- 12.04 Vacation leave entitlement shall not accrue during periods of leaves of absence without pay, or while a faculty member is on long-term disability
- 12.05 Faculty contracted to teach sessional, replacement and Extended Studies credit courses who are not employed as Permanent Full time faculty, shall receive an addition of six (6%) of base salary each pay period in lieu of earned vacation entitlement.
- 12.06 Notwithstanding 12.01, a Permanent Member employed as a Counsellor shall take vacation leave at times mutually agreed to by the Counsellor and the Director of Student Services and Admissions

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 VP Research and Academic Affairs. Where possible, the request must be documented in writing in advance of the absence.

a) Personal Leave

Personal leave may be granted for circumstances including, but not limited to, bereavement, family illness, emergencies, and other personal reasons. Up to ten 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/adoptions leave without pay not to exceed 52 weeks

a) Maternity Leave

(1) Entitlement

A pregnant faculty member who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave.

The maternity leave to which a pregnant faculty member is entitled is a period of not more than fifteen (15) weeks.

(2) Commencement of Maternity Leave

i) 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 6 weeks written notice of the date she will actually start her maternity leave. The leave shall be effective not more than 12 weeks before the estimated delivery date but no later than the actual date of birth of the child.

ii) 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.

iii) If during the 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.

(b) Parental/Adoption Leaves:

(1) Entitlement

A faculty member is entitled to parental/adoption leave without pay as follows:

- i) in the case of a faculty member entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;
- ii) in the case of a parent who has been employed by the College for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
- iii) in the case of an adoptive parent who has been employed by the College for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- iv) If two faculty members employed at the College are parents of the same child, the parental leave may be taken wholly by one of the faculty members or be shared by the faculty members. The College is not required to grant parental leave to more than one faculty member at a time.

(2) Commencement of 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 and the date of commencement of that leave unless:

- i) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
- ii) 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 (i) or (ii) 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.

3) Return from Maternity/Parental/Adoption Leave

- i) A faculty member on maternity/parental/adoption leave must give the Board at least three (3) months notice of intention to return to Academic staff duties.
- ii) At least three (3) months shall elapse after the commencement of the leave, or a mutually agreeable period, before the reassignment of the Faculty member to Academic duties. The Board is under no obligation to accept the return of the faculty member to Academic staff 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 (3) three months 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 4 weeks written notice of intention to terminate employment.

- vi) The College may not terminate the employment of, or lay off, 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.

4) Entitlements while on maternity/parental/adoption leave

- i) Maternity/Parental/Adoption leave shall be without pay or general sick leave entitlement except when the Faculty member provides a medical practitioner's statement outlining the medical circumstances and duration of pregnancy-related sick leave required
- ii) Absence for maternity/parental/adoption leave will not be counted for the granting of increments.
- iii) If the Faculty member elects to continue benefits coverage, the cost-shared arrangements provided by the Employee Benefits article (Article 14) shall be provided for the maximum length of the leave, subject to the approval by the Insurer as with any leave application.

A Faculty member who returns from leave under the provisions of this Article, shall not have the leave time recognized as service towards vacation leave entitlement as per Article 12.04.

13.04

Illness and Sick Leave

- a) General Conditions - All Faculty members
 - 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 13.06.
 - ii) Faculty members may be required to supply a doctor's certificate, certifying that they are absent due to illness. They may also be required to supply a certificate that certifies they are medically fit to return to work.
- b) Short Term Illness Leave - Permanent and Sessional Faculty Members
 - 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, except during vacation leave or as otherwise stipulated.
 - iii) Short-term illness means any illness which causes a Faculty member to be absent from College commitment for a period of three (3) consecutive days or less.

- iv) Short term 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.
- 13.04
- c) Continuous Illness Leave - Permanent and Sessional Faculty Members
 - i) Days absent shall be with pay, except during vacation leave or as otherwise stipulated.
 - ii) Continuous illness means any illness which causes a Permanent or Sessional faculty Member to be absent from College commitments for a period exceeding three (3) consecutive days or more.
 - iii) Permanent or Sessional faculty Members will accrue continuing illness leave entitlement to a maximum of eighty (80) 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 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

iv) Upon return to service for 30 days after a period of continuous 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 continuous 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.

v) The maximum period of continuous 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.

vi) 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 Plan, and the Faculty member again becomes disabled, such disability will be considered a continuation of the previous disability.

viii) A Faculty member's vacation entitlement will not accrue when a Faculty member commences long term disability.

ix) A Faculty member's benefits will continue during the first eighty (80) work days of continuous illness.

13.05 d) Illness Leave - Replacement Faculty

Each Academic semester, a Replacement faculty Member shall be entitled to one (1) work day per course taught, for use as paid leave due to illness.

13.06 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 Workers' 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 members of faculty, 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:
- Alberta Health Care
 - 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 Plans -	Employer Contribution(per eligible Member)
Alberta Health Care	50%
Group Life Insurance	50%
Accidental Death & Dismemberment	100%
Long Term Disability Insurance (Premiums are 100% employee paid)	0%
Extended Health (includes vision)	50%
Basic Dental	50%
General Liability Insurance	100%

Any change in premium rates for Alberta Health Care, Group Life Insurance, Extended Health, or Dental benefits above the rates in effect on September 1, 2005 will be shared equally by the Employer and the Employee.

The foregoing payment schedule pertains to plans as they are presently in effect.

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 Article commencing the month after the ratification of the collective agreement by both ACADFA membership and the Board of Governors of ACAD.

14.03 Faculty members taking leaves without pay under Article 13 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 the Local Authorities Pension Plan, 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 benefits 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.
- 14.09 Faculty teaching Extended Studies credit courses only, shall be entitled only to general liability insurance coverage 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 DEVELOPMENT AND SABBATICALS

The parties support Professional Development for faculty, in accordance with the policies and procedures of the College. The parties further recognize that regardless of the College's formal policies and procedures for Professional Development, the primary initiative for Professional Development rests with each Faculty member. The following outlines the availability of support for Professional Development for Faculty members:

15.01 Professional Development Allowance

- a) The College commencing in the first year of this agreement shall allocate a sum of eight hundred fifty dollars (\$850), in the second year a sum of nine hundred dollars (\$900), and in the third year a sum of nine hundred fifty dollars (\$950) per full-time equivalent faculty member for those members holding permanent appointments and a pro-rata rate per course taught by Sessional and Replacement (excluding those faculty teaching Extended Studies credit courses only) faculty members to be used for professional development purposes.
- b) The sum identified under (a) above shall be provided to the Association by the College in two payments, by October 1 and February 1 in each academic year. The funds to be allocated by the Association to Faculty members submitting applications and based on qualifying expenditures in paragraph (c). The provision of the grant each year shall be conditional upon the submission of a report to the Vice President Research and Academic Affairs, by the preceding July 1, outlining in detail the allocation of the previous year's grant. Any unused portion of the grant shall be available for allocation as per paragraph (d).
- c) The Association will ensure that qualifying expenditures for amounts allocated to faculty members comply with Canada Customs and Revenue Agency (CCRA) guidelines and regulations.
- d) If the Association determines that faculty members do not fully expend the sum allocated in any fiscal year, the unexpended amount can be carried forward to the subsequent fiscal year to be combined with the current year allocation to be expended on qualifying expenditure(s) under paragraph (c). The annual report to the Vice President will reflect any carry forwards.
- e) 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 returned by the faculty association to the College to be allocated under Article 15.03.

15.02 Professional Affairs Committee and Sabbatical Leaves

a) A Professional Affairs Committee, consisting of the VP Research and Academic Affairs, two (2) Department Chairs elected by the Academic Executive, four (4) Permanent Faculty members elected by the Association and the President as Ex- Officio member shall meet for the purposes of:

- (i) recommending policy and procedures with respect to professional development 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 VP Research and Academic Affairs approval or rejection of professional development activities to be financed from auxiliary funding sources that include, but are not limited to, surplus sabbatical leave funds.
- (iv) initiating and or facilitating workshops, conferences, and or events related to professional affairs and development.

- b) Funding
 - i) to fund the number of months of sabbatical leaves in paragraph (c) the College will provide a sum equal to the highest level of salary for one permanent full time faculty member on the grid from Salary Schedule A to be used to cover the net salary cost of providing sabbatical leaves.
 - ii) 'net salary cost' is the salary cost of Faculty members employed to replace the Faculty member who is on sabbatical leave, less the salary reduction provided for the Faculty members who are on sabbatical leave

c) Number of Months of Sabbatical Leave

The number of months of Sabbatical Leave to be granted on an annual basis shall be the lesser of:

- i) forty (40) months
- ii) the maximum number of months allowable within the net salary cost provided in 15.02 (b).

The formula for Sabbatical Leave shall be as follows:

10-Month Sabbatical Leave

To be taken September 1 - June 30	Seventy-six (76%) percent of annual salary
September 1 – June 30	
July and August	One hundred (100%) percent of annual salary

6-Month Sabbatical Leave

To be taken January 1 – June 30	Seventy-six (76%) percent of annual salary
January 1 – June 30	
July and August	One hundred (100%) percent of annual salary

4-Month Sabbatical Leave

To be taken September 1 - December 31	Seventy-six (76%) percent of annual salary
September 1 - December 31	
January 1 - August 31	One hundred (100%) percent of annual salary

Vacation leave shall accumulate during the period of a Faculty member's Sabbatical Leave.

d) Conditions and Eligibility for Sabbatical Leaves

- i) after a period of six (6) consecutive years of being employed in a permanent position, a Faculty member is eligible to apply 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.
- iii) application for Sabbatical Leave, must be submitted to the VP Research and Academic Affairs for consideration by the Professional Affairs Committee no later than November 15 of the year preceding the year of the intended sabbatical.
- 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 Professional Affairs Committee or any other public presentation requested by the VP Research and Academic Affairs.
- 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. The eligibility to apply on the application date specified in Article 15.02 (d) (iii) is calculated from the Faculty member's date of return from the last Sabbatical Leave, in accordance with the following schedule:

<u>Length of Last sabbatical Leave Completed</u>	<u>Continuous Employment Required Prior to Taking further Sabbatical Leave of any length</u>
4 months	3 years
6 months	3 years
10 months	6 years

15.03

Professional Development Fund

Budget Funds retained after a permanent faculty member has left the College and budget funds described in 15.02 b) which are not committed for sabbatical leaves in a fiscal year shall be applied to auxiliary funds allocated to Professional Development. This combined fund will be made available, during the fiscal year, for expenditures directly related to meetings, conferences, research or other activities recommended by the Professional Affairs Committee and approved by the VP Research and Academic Affairs.

ARTICLE 16: DISMISSAL AND TERMINATION

- 16.01 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.
- 16.02 In the event of termination, written notice shall be provided by the President to the Member and a copy to the President of the Association.
- 16.03 A Member who chooses to resign shall give written notice of resignation to the VP Research and Academic Affairs.

ARTICLE 17: REDUNDANCY OF APPOINTMENT

17.01 The College may declare a permanent position redundant as a result of curricular change, or insufficient student enrollment for two (2) consecutive semesters during which time a permanent Member cannot be assigned a reasonable workload, or demonstrable and exigent lack of operational funding.

17.02 The parties agree that, in the event of position redundancy, the treatment of the affected Member shall be reviewed by a Committee consisting of:

- VP Research and Academic Affairs
- President of the Association
- One permanent Faculty Member appointed by the Association

17.03 The Committee shall review each position and make appropriate recommendations to the College including, but not limited to, the following alternatives:

- a) Placement into a position for which the Member is qualified.
- b) Providing the opportunity for reasonable up-grading for placement into a comparable position.
- c) Termination notice period and severance pay based upon the Member's length of permanent employment.

17.04 Notwithstanding any recommendations made by the Committee established in Article 17.02, the Member may choose to take action as per Article 19.

17.05 Severance payments pursuant to Article 17.03c) 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 more than six Members. The Co-chairs of the Committee shall be the President of the College and the President of ACADFA. Additional Members shall preferably be those Members who took active part during the previous negotiations.
 - b) Co-chairs, may 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 Presidents 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 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 Procedure involving difference between the Board and one 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 VP Research and Academic Affairs 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 VP Research and Academic Affairs 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 the Alberta College of Art & Design Faculty Association, and a designee of the College may accompany the grievor and the VP Research and Academic Affairs or designee to facilitate the resolution process.

iii) Response to Grievance at Level 1
The VP Research and Academic Affairs 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 Members 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 recommendations of the Mediator if a satisfactory resolution is not reached. The Association, on behalf of the faculty Members(s), may serve written notice to the President of the College, stating that the grievance is not resolved.

ii) Discussion of Grievance at Level 2

The President 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 Manager, Human Resources, or designee, of the College may accompany the grievor and the President to facilitate the resolution process.

- iii) Response to Grievance at Level 2
The President 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 of the College and the President of the Association will meet within five (5) days following receipt of the grievance documentation. The President 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 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 that 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.

1. Either party must notify the other in writing; such notice shall contain:
 - a) the statement of difference, and
 - b) 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.
2. Upon receipt of the notice identified in 19.09 (1), the party receiving the notice shall:
 - a) 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
 - b) 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 Labour Relations Board will be requested to appoint a nominee on its behalf.
 - c) if the nominees to the Arbitration Board cannot agree to a Chair, the Chairman of the Alberta Labour Relations Board will be requested to appoint a Chair.
 - d) 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.

3. Authority and Powers of the Arbitration Board or Arbitrator

The Arbitration Board or Arbitrator may:

- a) enter any premises where:
 - i) work is being done or has been done by a staff, or in which the College carries on business, or
 - ii) anything is taking place or has taken place concerning a grievance.
- b) question any witness under oath in the presence of the parties or their representatives concerning any matter connected with the grievance.
- c) 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
- d) 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.
- e) 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
- f) may administer an oath to a person appearing before the Arbitration Board or single Arbitrator.
- g) issue notices to attend, and to compel the attendance of witnesses.

19.10 Neither an Arbitration Board or 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 that 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 favour 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, 2005 and shall remain in full force until June 30, 2008

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 2008. Written notice shall be made to the President 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, 2008.

20.04 On or before May 1, 2008, 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, 2008, 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 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 have been unable to mutually agree to a mediator they shall make a joint request to the Director of Mediation Services, Alberta Human Resources and Employment, 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 Human Resources and Employment 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.

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 Chairman, to be mutually agreed upon by the other two (2), or to a single Arbitrator, mutually agreed to by both Parties.

1. Either Party must notify the other in writing; such notice shall contain:
 - a) 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 (f), and
 - b) 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.
2. Upon receipt of the notice identified in 20.06 (1) the Party receiving the notice shall:
 - a) 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;
 - b) 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 Chairman of the Alberta Labour Relations Board will be requested to appoint a nominee on it's behalf.
 - c) if the nominees to the Arbitration Board cannot agree to a Chair, the Chairman of the Alberta Labour Relations Board will be requested to appoint a Chair.
 - d) 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.
 - e) 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.
 - f) the Arbitration Board or Arbitrator shall have the powers described in the Alberta Arbitration Act or successor legislation.

- g) 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.
- h) 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 Chairman 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,

- i) the Association's representatives shall present and recommend the proposed agreement to the membership of the Association, which shall ratify or reject the agreement;
- ii) The Employer's representatives shall present and recommend the proposed agreement to the Board of Governors, 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:

- i) the arbitral award of the Arbitration Board (if applicable); and
- ii) such other matters as have been agreed by the representatives of the Parties;
and
- iii) those matters covered by this agreement for which no changes were proposed.

ARTICLE 21: TRAVEL AND SUBSISTENCE

- 21.01 The College agrees to consult with the Association prior to the alteration of travel and subsistence policy.

ARTICLE 22: HUMAN RESOURCES FILE

- 22.01 The Human Resources file referred to in this Article is the file of a faculty member maintained in the Human Resources Department.
- 22.02 Access to a Member's human resources file shall be provided to a faculty member 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.
- 22.03 The 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.
- 22.04 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.

ARTICLE 23: SALARY ADMINISTRATION

- 23.01 Permanent Full-Time Faculty Members and Counselors(s) shall be paid a monthly salary in accordance with Schedule A, and Permanent Part-Time Faculty shall be paid a salary equal to fifty percent (50%) of the equivalent full-time salary as per Salary Schedule 'A', except where the monthly salary is modified by application of other Articles of this agreement.
- a) When a Member is hired, initial placement on the salary schedule will be determined by the Vice President Research and Academic Affairs in consultation with the Human Resources Department 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 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 available additional teaching load on a temporary basis (under Article 10.06) shall be paid for those additional courses on a pro-rata basis for the specified time according to Schedule B.
- 23.02 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 VP Research and Academic Affairs in consultation with the Human Resources Department based on College Policies and Procedures.
 - c) No compensation shall be paid for courses which are cancelled before commencement date; pro-rata compensation shall be paid for courses which are cancelled after commencement.
 - d) Subject to a satisfactory evaluation, a Faculty Member's rate per credit course assigned will be increased by one increment upon the completion of instruction of a combination of sessional and replacement 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 one 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.
 - f) Sessional faculty required by their Department Chair or Head of Major to perform Service Responsibilities under Article 10 (Workload) during a period which is outside their contract period or 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 \$150 per day.

- 23.03 Replacement Faculty Members shall be paid a rate for actual credit courses assigned as per Salary Schedule 'C'.
- a) All salary payments shall be paid within the duration of the Member's contracts.
 - b) The applicable placement on the salary schedule shall be determined by the VP Research and Academic Affairs in consultation with the Human Resources Department based on College Policies and Procedures.
 - c) Subject to a satisfactory evaluation, a Faculty Member's rate per credit course assigned will be increased by one increment on the completion of instruction of a combination of sessional and replacement courses to an equivalent of a full time course load, up to the maximum step on Salary Schedule C.
 - d) Replacement Faculty assigned credit courses to be paid on both the sessional and replacement salary schedules will be placed on the same step on Salary Schedule C for their replacement rate courses as they are on Salary Schedule B for their sessional rate courses.
 - e) No compensation shall be paid for courses which are cancelled before commencement date; pro-rata compensation shall be paid for courses which are cancelled after commencement.
 - f) Replacement 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 \$150 per day.
- 23.04 Faculty who teach Extended Studies credit courses as well as courses in the regular College program shall be paid a rate for each Extended Studies credit course taught as per Salary Schedule 'C', prorated as follows:
- a) if the course is fully subscribed (the limit for full subscription shall be set by Extended Studies in advance), the pay shall be 100% of the applicable rate;
 - b) if the course is not fully subscribed, the pay shall be reduced proportionately in accordance with the actual subscription level of the course (e.g. if the actual course subscription is 75% of the full subscription, the pay shall be 75% of the full subscription rate);
 - c) a Faculty member teaching Extended Studies credit courses shall not be required to accept a contract for a course that is not fully subscribed.
- 23.05 Faculty hired for the purposes of teaching Extended Studies credit courses only (that is, those faculty who do not teach in the College day program or who teach only courses not integrated into College credential programs) as a result of reduced responsibilities identified in Article 10 shall be paid the rate in Salary Schedule D which is Salary Schedule 'C' less 10%.

23.06 Studio Instructors teaching classes exceeding 22 students or those who teach multiple mixed classes exceeding 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 22 student limit, after consultation with the College Registrar and with the approval of the Vice President Research and Academic Affairs.

23.07 A member of faculty assigned to first line supervisory administrative duties of a program or major and who receives a stipend under Article 10.05.02 shall be paid a fixed money stipend of 6% of their annual salary from Schedule A or B in the second year the agreement and 9% in the third year of the agreement. This allowance shall be paid either as a regular monthly payment or as a one time payment. Payments of stipends to first line supervisors compensated under Schedule B shall be based on the equivalent step from Schedule A continued for the full academic year

ARTICLE 24: HEALTH AND SAFETY

24.01 The College and the faculty members recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for faculty, support staff and students.

24.02 The College, as the employer,

- agrees to provide a facility where faculty members can safely perform the duties assigned under Article 10,
- will ensure that critical workplace documents (identified under the Occupational Health and Safety Code) are available and
- will ensure that employees, including faculty members, carry out safety-related duties assigned to them.

At the same time, faculty members as the primary authority in the studio and classroom (and as required of all workers under the Occupational Health and Safety Code), are responsible to ensure that they, students and other employees under their supervision:

- receive appropriate training and supervision in safe work practices and the safe operation of equipment,
- engage in the safe storage and handling of materials and substances and
- identify and report unsafe equipment and work practices to the designated employee of the College.

24.04 The College shall maintain a joint Health and Safety Committee. The Health and Safety Committee shall be composed of an equal number of representatives from the constituencies within the College. The College Health and Safety Committee shall consider health and safety matters referred by the College administration and employees, identify unhealthy or unsafe situations at the work site, make recommendations to management that improve the health and safety of employees and students, and follow-up on the actions recommended.

The Health and Safety Committee shall have a Chair, appointed by the College. The Committee will hold meetings at the Call of the Chair, and work with a formal agenda prepared by the Chair. Minutes will be taken of all meetings and copies shall be sent to the President and the President of ACADFA within thirty (30) days regarding the recommendations put forward by the Committee.

ARTICLE 25 LEGISLATION AND THE COLLECTIVE AGREEMENT

25.01 In the event that any law passed by the Government 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 26: PRINCIPLES FOR OWNERSHIP OF INTELLECTUAL PROPERTY AT ACAD

- 26.01 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 a College policy regarding the management and ownership of Intellectual Property.
- 26.02 The College agrees to consult with the Association prior to the alteration of the policy.

SALARY SCHEDULE 'A'

**APPLICABILITY: PERMANENT FULL-TIME FACULTY
AND PERMANENT PART-TIME FACULTY AND COUNSELLOR(S)**

ANNUAL SALARY

EFFECTIVE DATE	JULY 1, 2005	JULY 1, 2006	JULY 1, 2007
Step 1	48,905	50,984	53,151
Step 2	51,497	53,686	55,967
Step 3	54,053	56,351	58,745
Step 4	56,573	58,977	61,484
Step 5	59,094	61,605	64,223
Step 6	61,721	64,344	67,079
Step 7	64,223	66,953	69,798
Step 8	66,815	69,655	72,615
Step 9	69,263	72,206	75,275
Step 10	71,710	74,758	77,935
Step 11		75,805	79,026

Permanent Part-Time Faculty Members teaching fifty percent (50%) of a full course load as assigned to Full-time Faculty Members will receive fifty percent (50%) of the annual salary paid to permanent Full-Time Faculty Members.

SALARY SCHEDULE 'B'

APPLICABILITY: SESSIONAL INSTRUCTION

Per Credit Course Assigned

EFFECTIVE DATE	JULY 1, 2005	JULY 1, 2006	JULY 1, 2007
Step 1	5,366	5,581	5,804
Step 2	5,651	5,877	6,113
Step 3	5,931	6,168	6,415
Step 4	6,208	6,456	6,714
Step 5	6,484	6,744	7,014
Step 6	6,774	7,044	7,326
Step 7	7,048	7,330	7,623
Step 8	7,332	7,625	7,930
Step 9	7,600	7,904	8,221
Step 10	7,870	8,184	8,512

SALARY SCHEDULE 'C'

APPLICABILITY: REPLACEMENT AND EXTENDED STUDIES INSTRUCTION

Per Credit Course Assigned

EFFECTIVE DATE	JULY 1, 2005	JULY 1, 2006	JULY 1, 2007
Step 1	5,062	5,433	5,804
Step 2	5,331	5,722	6,113
Step 3	5,595	6,005	6,415
Step 4	5,856	6,285	6,714
Step 5	6,117	6,565	7,014
Step 6	6,389	6,857	7,326
Step 7	6,648	7,136	7,623
Step 8	6,916	7,423	7,930
Step 9	7,170	7,695	8,221
Step 10	7,423	7,968	8,512

Faculty hired for the purposes of teaching Extended Studies credit courses only (that is, those faculty who do not teach in the College day program or who teach only courses not integrated into College credential programs) shall be paid the rate in Salary Schedule D

SALARY SCHEDULE 'D'

APPLICABILITY: EXTENDED STUDIES INSTRUCTION

Per Credit Course Assigned

EFFECTIVE DATE	JULY 1, 2005	JULY 1, 2006	JULY 1, 2007
Step 1	4,691	4,890	5,224
Step 2	4,940	5,150	5,501
Step 3	5,185	5,405	5,774
Step 4	5,427	5,657	6,043
Step 5	5,668	5,909	6,312
Step 6	5,920	6,172	6,594
Step 7	6,161	6,422	6,861
Step 8	6,409	6,681	7,137
Step 9	6,644	6,926	7,398
Step 10	6,879	7,171	7,661

Applicable to Faculty hired for the purposes of teaching Extended Studies credit courses only (that is, those faculty who do not teach in the College day program or who teach only courses not integrated into College credential programs)

Dated the ____ day of _____ 2005

The Board of Governors of
The Alberta College of Art & Design:

The Alberta College of Art & Design
Faculty Association:

PER: Eric Fechter,
Chair Negotiating Committee

PER: Ben Fullalove Negotiating
Chair Negotiating Committee

IN WITNESS WHEREOF the parties hereto have executed the Collective Agreement this ____ day of _____, 2005.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART & DESIGN

ON BEHALF OF THE ALBERTA
COLLEGE OF ART & DESIGN
FACULTY ASSOCIATION

D'Arcy L Levesque
ACAD Chairman of the Board of Governors

Walter May
President, ACADFA

Lance Carlson
President and CEO
Alberta College of Art & Design

OFFICE OF THE PRESIDENT AND CEO

1407 - 14 AVENUE N.W. CALGARY
ALBERTA CANADA T2N 4R3
T. (403) 284-7670
F. (403) 338-5575

**LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF GOVERNORS OF THE ALBERTA COLLEGE OF ART & DESIGN
AND
THE ALBERTA COLLEGE OF ART & DESIGN FACULTY ASSOCIATION**

In order to comply with Article 26 of the collective agreement, it is hereby agreed between the parties, that until such time that the Alberta College of Art and Design Board of Governors enacts a policy regarding the management and ownership of intellectual property at the Alberta College of Art and Design, that the following principles be adopted.

- 26.01 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 a College policy regarding the management and ownership of Intellectual Property.

It is also understood that prior to the enactment of a College policy on this issue that the association will be consulted as indicated in article 26.02

- 26.02 The College agrees to consult with the Association prior to the alteration of the policy.

The college is an advanced educational and research institution where intellectual property shall be freely shared between faculty and the College under the following terms:

1. The college retains the right to use course outlines and curriculum developed by faculty in the normal course of employment.
2. The college has the right to reproduce any work created by a college faculty member for promotional purposes relating to the college after obtaining permission from that member for its usage.
3. The individual faculty member retains the copyright to scholarly and creative works they produce while in the regular employment of the college, in whatever format this work is created. Where faculty members use production facilities outside the control of the college and work outside of their usual duties, the college shall have no right, title or interest in that work what so ever.

The ownership is jointly shared with other faculty members of the college and the college under the following conditions:

- If a project is team produced, then all faculty members of the team shall retain the right to use, derive, and build upon that project. If the college has significantly supported or funded the project then the college shares in these rights.

- When the college commissions a work from a faculty member or in cases where the college has significantly supported or funded a project involving faculty members, the usage rights and copyright shall be negotiated and contracted through mutually agreed terms.

The term "significantly supported" in this Policy means support in the contribution of time, materials or funds.

These principles are recommended as a potential basis for a college wide policy on Intellectual Property.

This letter of understanding expires when the term of the College policy regarding the management and ownership of Intellectual Property is signed and approved by the President.

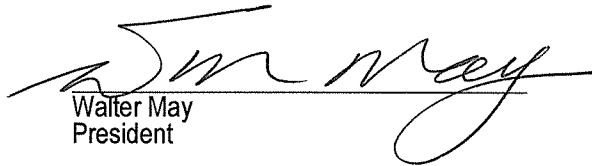
Agreed to this 22 day of January, 2006.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART & DESIGN

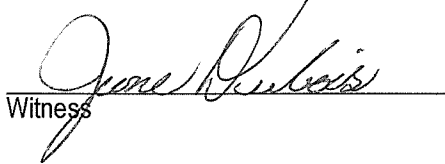
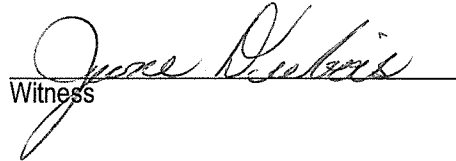
ON BEHALF OF THE ALBERTA
COLLEGE OF ART & DESIGN
FACULTY ASSOCIATION



Lance Carlson
President



Walter May
President


Witness
Witness