

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, 2010 – June 30, 2013

October 27, 2010

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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 Provost + Vice-President, Research + Academic Affairs (VPRAA) or designee, consisting of academic leaders of departments, majors or programs, assigned first line supervisory duties; and managers of academic support departments as may be determined by the Provost + Vice President, Research + 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 designees 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 ten (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.

Guest Artists/Designers/Lecturers means a person(s) 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.

Head(s) of Majors/Areas of Study means the person(s) appointed by the Provost + VPRAA 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 means a member who teaches in 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 + CEO means the president of the College or designee.

Professional studio practice and/or professional scholarly practice means 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.

Provost + Vice President, Research + Academic Affairs (VPRAA) means the person designated by the Board as Senior Academic Officer or designee.

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

Studio faculty means a member who teaches in the studio program(s) and is subject to the responsibilities assigned as part of this affiliation.

Week means the days of Monday to Sunday inclusive.

ARTICLE 2: ACADFA RECOGNITION

- 2.01 Employees who the Board may designee 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 counsellor(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 academic staff or counsellor(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: terms and conditions of this agreement apply in full.
- b) Permanent part-time faculty: terms and conditions of this agreement apply in full unless stipulated otherwise.
- c) Sessional faculty: shall be subject to all rights and responsibilities of this agreement unless otherwise specified, and pro-rated where appropriate.

For sessional faculty, the articles apply as indicated in the following table. Partial application of an article will be indicated by a “yes” or “no” under the respective category of employment

Article Number	Page Number	Sessional
1	1-2	Yes
2	3	Yes
3	4	Yes
4	5	Yes
5	6	Yes
6	7	Yes
7	8	Yes
8	9-10	Yes
9	11	Yes
10	12-16	Yes
11	17	Yes
12	18	Yes
13	19-24	Yes
14	25-26	Yes
15	27-29	Yes
16	30	Yes
17	31	No
18	32	Yes
19	33-37	Yes
20	38-40	Yes
21	41	Yes
22	42-43	Yes
23	44	Yes
24	45	Yes
25	46	Yes
26	47	Yes
27	48	Yes

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

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Association and its members recognize the authority and responsibility of the Board to manage the operation of the College in all respects, as determined by the Post-secondary Learning Act. All functions, rights, powers, and authority which the Board has not specifically abridged, delegated, or modified by this agreement are retained by the Board.
- 4.02 The College agrees to exercise its management functions in a fair and reasonable manner consistent with the provisions of this agreement.

ARTICLE 5: DISCRIMINATION AND HARASSMENT

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

ARTICLE 6: ASSOCIATION MEMBERSHIP

- 6.01 Employees who are subject to the application of this agreement pursuant to Article 2 shall be members of the Association.
- 6.02 Membership in the Association shall commence upon the initial date of appointment of a faculty member as a condition of employment; provided that, should such designated academic staff elect not to be a member of the Association, he/she shall nevertheless be governed by the terms of this agreement and be liable for such dues as shall be assessed to members by the Association from time to time.
- 6.03 Members authorize the deduction of association dues on the commencement of their employment. The names and addresses of all newly appointed employees shall be forwarded to the Association within twenty (20) days of the appointment.
- 6.04 Within twenty (20) days from the 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 (1) 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 the sessional category.
- 6.05 As authorized under this article, the College agrees to withhold membership dues from association members and remit these amounts to the Association within fifteen (15) days following the end of each month. Attached to this monthly remittance will be a listing of dues deducted per member. Assignments shall remain in effect from year to year unless an appointment is discontinued.
- 6.06 Both parties agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of their designees or members because of an employee's membership or non-membership in the Association; or because of an employee's activity or lack of activity in the Association; or because of an employee's filing or not filing a grievance.

ARTICLE 7: CONDUCTING ASSOCIATION BUSINESS ON CAMPUS

7.01 The College shall provide to ACADFA:

- a) An office for use by the Association on campus.
- b) Reasonable access to office supplies, services, and equipment provided that ACADFA shall reimburse the College for any extraordinary expenses.
- c) A teaching workload reduction equivalent to two (2) courses per semester for a person elected to the position of ACADFA President. Subject to approval by the Provost + VPRAA, an additional teaching reduction of one (1) course per semester will be granted, in which case the Association shall reimburse the College for the substitution cost of an instructor.
- d) Subject to the approval by the VPRAA, a teaching reduction of one (1) course per semester will be granted for three (3) faculty members to participate in negotiations during the winter semester immediately preceding the expiry of the agreement. The Association shall reimburse the College for the substitution cost of instructors. The College will credit the Association 50% for each day the three (3) faculty members are engaged in formal negotiations meetings with the Board during the semester that those faculty members are normally scheduled to teach.
- e) Copies of the agreement as required.
- f) All policies and procedures that are part of any articles in the collective agreement, and any approved amendments to the policies and procedures shall be provided to the ACADFA office within thirty (30) workings 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 (Policy 400.3). The College agrees to consult with the Association prior to the alteration of the Board's employment policies and procedures.
- 8.02 Consistent with its employment policies and procedures, when the College offers employment contracts, they shall be in one (1) of the following categories:
- a) Permanent Appointments: Full time and part-time appointments 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 Provost + VPRAA in consultation with the head(s) of majors/areas of study, they may be variable in length from one (1) to five (5) year reoccurring terms of employment. The initial contract term for new sessional faculty shall normally be one (1) year. Workload will be assigned at the head(s) of majors/areas of study level, within the provisions of Article 10, subject to the approval of the Provost + VPRAA.
 - i) Any contract of sessional instruction longer than eight (8) 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 head(s) of majors/areas of study, is subject to the approval of the Provost + VPRAA.
 - 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 (1) week before the commencement of classes and shall not end later than the Friday of the week containing the day on which final marks are due. Sessional faculty required to perform service responsibilities under Article 10 during a period which is after the normal completion of their contracted term of employment for instruction shall be compensated as specified under Article 22.02.
 - 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 (2) consecutive sessional contracts, subject to the approval of the Provost + VPRAA and subject to the following conditions:
 - 1) That there is a letter of application with a current curriculum vitae (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(s) of majors/areas of study, 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:
 - 1) The total full time equivalent (FTE) permanent appointments under Article 8.02 a) and
 - 2) 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 six (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 $a/a+b$

- 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 permanent faculty may hold graduate degrees, some may hold diplomas, undergraduate degrees, or not hold any academic degrees. The College considers existing permanent 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 Provost + VPRAA.
 - c) Academic degrees and teaching experience at the post secondary level are the prime indicators of a faculty member's qualifications for instructing in Liberal Studies. In general, the Ph.D. and comparable doctorates are the appropriate terminal degrees for 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 (400.18.01).
- 9.03 The College will consult with the Association prior to the alternation of the Faculty Evaluation Policy and Procedure (400.18.01).
- 9.04 The evaluation file is maintained by the Provost + VPRAA 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 head(s) of majors/areas of study 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 CV
 - 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 Provost + VPRAA office for a period of three (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 the documentation held in the Provost + VPRAA office, excepting item (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 Provost + VPRAA. 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, ACADFA service. Other related responsibilities may be assigned by the Provost + VPRAA or designee.
 - c) Professional Responsibilities:
Studio and exhibition commitment, professional and personal development, community service, and other related responsibilities which may be assigned by the Provost + VPRAA.
 - 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 Provost +VPRAA or designee(s) shall assign workload in consultation with each permanent 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 taking into consideration the instructor's probationary status
 - Class size
 - Amount of course preparation time, including supervision, unsupervised periods, marking, examinations, and theses
 - The professional (studio, design, or scholarly) practices of the faculty member(s)

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

- a) Schedule teaching responsibilities for the 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 twelve (12) hours between the end of a faculty member's last teaching assignment on one (1) day and the beginning of the first teaching assignment on the next day, unless he/she gives consent in writing.

- c) Schedule teaching responsibilities for any faculty member within Monday to Friday or Tuesday to Saturday if agreed to by that faculty member.

10.03 a) 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.

10.04 Non-Teaching faculty

- a) Total workload for non-teaching faculty, including full time counsellors, 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:

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

10.05 Assignment of a permanent faculty member to first line supervisory administrative duties of a program or major shall follow the below-stated protocol:

a) The College may assign a faculty member, with his or her consent, to first line supervisory administrative duties of major (s)/area(s) of study. Appointment of the faculty member, assignment of duties and determination of the term of the appointment, will be by the Provost + VPRAA in accordance with the administrative duties component of service responsibilities in Article 10.01(b) and shall consider the following factors:

- Number of annual enrolments
- Number of courses offered
- Number of declared majors
- Number of graduates
- Number of permanent and/or sessional faculty
- Number of students registered

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

- b) Faculty assigned first line supervisory administrative duties of major(s)/area (s) of study through consultation with the Provost shall, as determined by the College, either be paid a stipend as specified in Article 22.05, and/or receive a reduction in their instructional workload responsibilities in Article 10.03. Any further reduction in instructional workload responsibilities shall be determined on a per semester basis by the Provost + VPRAA taking into consideration the factors noted in 10.05 a).
- c) Upon completion of the first line supervisory administrative appointment, the faculty member will be reassigned by the Provost +VPRAA or designee(s) 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 Provost + VPRAA; the faculty member's salary will be reduced on a pro-rata basis based on the reduction in contact hours for the specified time.
- b) A full time counsellor may apply for a temporary counselling load reduction and subject to the approval by the VPSEA, 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 instruction. Additional workload is subject to the approval of the Provost + VPRAA or designee. Faculty requests for workload increases must be made in writing to the Provost + VPRAA or designee for the upcoming academic year by March 1st.

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

- a) Permanent full time faculty

Full time permanent faculty may apply for a temporary teaching load increase, subject to the approval of the Provost + VPRAA or designee, and based on the availability of additional work.

Additional courses will be paid on a pro-rata basis for the specified time according to Schedule B. No full time permanent studio faculty will be permitted to teach more than 720 contact hours or in excess of twenty-four (24) hours 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 fifteen (15) hours per week during the combined fall and winter semesters.

b) Permanent part-time faculty

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

c) Contracts for Sessional Instruction

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

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 and to facilitate faculty member(s) retirement planning and college succession planning.

- a) A faculty member holding a permanent appointment who becomes eligible and proposes to retire from the College on a specific retirement date named by the faculty member (the specific retirement date to be a maximum of three (3) years from the start of the next academic semester), will be eligible to apply for reduced assignment of duties (leave without pay from a portion of duties) immediately preceding the specified retirement date, as further described in the following clauses of this article.
- b) Eligibility under this article means:
 - i) Faculty member(s) who attain the age of 55 or older by the specific retirement date named by the faculty member in Article 10.07 a) and
 - ii) Faculty member(s) whose pensionable service under the Local Authorities Pension Plan (LAPP) will be a minimum of ten (10) years by the specific retirement date named by the faculty member in article 10.07 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 (one-half (1/2) leave without pay (LWOP))	2 years	1/2 salary
B	66 2/3% of duties (1/3 LWOP)	3 years	2/3 salary
C	A combination of 66 2/3% of duties (1/3 LWOP) for one (1) year	1 year	2/3 salary
	AND 50% of duties (1/2 LWOP) for two (2) years	2 years	1/2 salary

- d) During the period of reduced assignment of duties (provided the faculty member(s) elects to continue benefit coverage), the College shall pay the employer’s share of required premium contributions for the following benefit plans as if the faculty member(s) were on full pay, subject to the terms and conditions of the College insurance policies: Group Life, Extended Health Care, Dental Care, Alberta Health Care, Group Accidental Death and Dismemberment.
- e) Subject to the provisions of the LAPP, leave with partial salary (LWPS) is not optional service and contributions on 100% of pre-leave salary are mandatory. The College shall contribute both the required employer’s share and the employee’s share applicable to the LWPS period. The contribution by the College of the employee’s share shall be a taxable benefit.
- f) The contact hours identified in Article 10.03 will apply to arrangements for reduced assignment of duties leading to retirement. Each application will require approval by the Provost + VPRAA upon the recommendation from the head(s) of majors/areas of study, and subject to operational requirements. In the event of a negative recommendation from the head(s) of majors/areas of study, the faculty member(s) may appeal to the Provost + VPRAA. The decision of the Provost + VPRAA 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 22.
- h) Once a leave agreement for reduced assignment of duties and election to retire is concluded between the faculty member(s) and the College, the agreement cannot be amended or rescinded except by mutual agreement between the parties to this collective agreement.

ARTICLE 11: PAID HOLIDAYS

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

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

and the days from December 25 to January 1 inclusive.

ARTICLE 12: ANNUAL VACATION LEAVE

12.01 Permanent faculty 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 faculty members shall take their vacation leave starting on the Saturday of the weekend eleven (11) weeks prior to the commencement of the fall semester and ending on the third 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 Provost + VPRAA, 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 months (September – 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 Provost + VPRAA requires a faculty member to return to work during vacation leave and the faculty member agrees to work, then:

- a) The faculty member shall receive credit of one (1) day for each day or portion thereof as required and;
- b) The faculty member must take the additional time in May and/or June of the following year.

12.04 Vacation leave entitlement shall not accrue during periods of leaves of absences without pay, or while a faculty member is on long-term disability.

12.05 Faculty contracted to teach sessional courses who are not employed as permanent full time faculty, shall receive an addition of 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 VPSEA.

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 Provost + VPRAA. 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 (10) workdays per academic year of such discretionary personal leave may be granted with pay.
- b) **Professional Leave**
Professional leave may be granted for purposes which are of benefit to the faculty member and the College including, but not limited to, research, exhibition installation, participation at conferences, adjudication committees, Canada Council obligations, and design contracts.

13.02 Court Leave

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

13.03 Maternity and Parental/Adoption Leave

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

A faculty member with permanent appointment who has an approved EI application will be granted Top Up Salary Payments by the College to 75% of the members' receipt of EI benefits. The remaining forty-two (42) weeks of maternity/parental/adoption leave will be without pay.

A faculty member with a permanent appointment and who is in receipt of approved EI benefits will provide documentary evidence to the College of entitlements to such benefits. Such documentation will be required to authorize the release of Top Up Salary Payments.

- a) **Maternity Leave**
 - i) **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.

ii) Commencement of Maternity Leave

- 1) The faculty member shall apply for maternity leave not less than three (3) months before the estimated date of delivery, however, a faculty member must also give the College at least six (6) weeks written notice of the date she will actually start her maternity leave. The leave shall be effective not more than twelve (12) weeks before the estimated delivery date, but no later than the actual date of birth of the child.
- 2) 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.
- 3) If, during the twelve (12) weeks immediately before the estimated date of delivery, the pregnancy of a faculty member interferes with the performance of her duties, the College may give the faculty member written notice requiring her to start maternity leave.

b) Parental/Adoption Leaves:

i) Entitlement

A faculty member is entitled to parental/adoption leave as follows:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) If two (2) faculty members employed at the College are parents of the same child, parental leave may be taken wholly by one (1) of the faculty members or be shared by the faculty members. The College is not required to grant parental leave to more than one (1) faculty member at a time. The Top Up Salary Payment received by a faculty member with a permanent appointment may also be taken wholly by one (1) faculty member or shared by the faculty members provided that both faculty members hold a permanent appointment. No more than one (1) of the two (2) faculty members who are parents of the child will be granted leave at the same time. The number of weeks of Top Up Salary Payment, taken wholly or shared, will not exceed ten (10) weeks.

ii) 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:

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

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

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

c) 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 three (3) 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 four (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.

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

- i) Maternity/parental/adoption leave shall be without pay, except for the Top Up Salary Payment described in 13.03, 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 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 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 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 commitments 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.
- 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 of illness and thereafter, 70% of normal salary for each of the next fifty-five (55) work days of illness.
 - 5) Illness commencing in the fourth year of service: 100% of normal salary for each of the first thirty-five (35) consecutive work days of illness and thereafter, 70% of normal salary for each of the next forty-five (45) work days of illness.
 - 6) Illness commencing in the fifth year of service: 100% of normal salary for each of the first forty-five (45) consecutive work days of illness and thereafter, 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - 7) Illness commencing in the sixth or any subsequent year of service for permanent full-time, permanent part-time or sessional faculty: 100% of normal salary for each of the first sixty (60) consecutive work days of illness and thereafter, 70% of normal salary for each of the next twenty (20) work days of illness.
- iv) Upon return to service for thirty (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 (LTD) Plan and the faculty member again becomes disabled, such disability will be considered a continuation of the previous disability.
- vii) A faculty member's vacation entitlement will not accrue when a faculty member commences LTD.

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

13.05 Workers' Compensation Supplement

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

ARTICLE 14: EMPLOYEE BENEFITS PLANS

14.01

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

14.02 The premium costs of participation in the benefit plans shall be shared between the College and each eligible member on the following basis:

Benefit Plan	Employer Contribution (per eligible member)
Group Life Insurance	73%
Accidental Death & Dismemberment	100%
Long Term Disability Insurance (premiums are 100% employee paid)	0%
Extended Health (includes vision)	73%
Basic Dental	73%
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 July 1, 2008 will be shared 60/40 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, except for the Top Up Supplementary Salary Payment described in 13.03, 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 LAPP at the premium rate established for employers and employees, as per the Local Authorities Pension Plan Act, and the

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

- 14.06 The College will provide brochures concerning all benefit plans for which the member is eligible for participation, upon request.
- 14.07 The College shall have the right to change insurance carriers and/or plans provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in the collective agreement by reference or by necessary intendment. Differences respecting any matters related to the administration and application of the benefit plans, therefore, are not subject to the grievance, mediation, and arbitration provisions of this agreement. The Association shall be provided with a copy of each insurance policy and plan conditions upon request, as well as any amendments as they become effective. The Association will be consulted prior to any amendments being made in coverage and benefits.
- 14.08 The College shall provide general liability insurance coverage for all members covered by this agreement while engaged in the scope of their regular duties. Coverage provided shall be in accordance with the terms and conditions of the policy.
- 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 One Thousand Dollars One Hundred and Fifty dollars (\$1,150.00); and in each subsequent year of this agreement a sum of an additional Fifty (\$50.00) dollars for full time equivalent faculty members for those holding permanent appointments; and a pro-rata rate per course taught by sessional faculty members to be used for professional development purposes.
- b) The sum identified under a) above shall be allocated by the Provost + VPRAA or designee to faculty members submitting applications and based on qualifying expenditures in paragraph c). Any unused portion of the grant shall be available for allocation as per paragraph d).
- c) The College will ensure that qualifying expenditures for amounts allocated to faculty members comply with Canada Revenue Agency (CRA) guidelines and regulations.
- d) If the College determines that permanent faculty members have not fully expended their previously allocated annual sum, the unexpended amount can be carried forward for up to four (4) years. This unexpended amount will be combined with the current year allocation to be expended on qualifying expenditure(s) under paragraph c).
 - (i) For this agreement only, any unexpended carryover funds up to June 30, 2010 will be allowed on a one-time basis. These funds must be expended no later than June 30, 2013.
- e) If the College determines that sessional faculty members have not fully expended the sum allocated in the year earned, the unexpended amount may be carried forward for no more than one (1) subsequent year if:
 - The sessional faculty member has been engaged with teaching contracts of service for the preceding two (2) semesters with a minimum of two (2) teaching contracts per semester. If these criteria are not met, any such funds shall be allocated by the College under Article 15.03.
- f) A faculty member leaving the College shall have no entitlement to any unexpended funds allocated under this article after the termination of the faculty member's appointment or contract. Any such funds shall be allocated by the College under Article 15.03.
- g) Faculty members will be notified annually, by August 31, of the total carryover PD allowance available to them.

15.02 Professional Affairs Committee and Sabbatical Leaves

- a) A Professional Affairs Committee (PAC), consisting of the Provost + VPRAA, two (2) head(s) of majors/areas of study elected by the Academic Executive, four (4) permanent faculty members

elected by the Association, and the President + CEO 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 Provost + VPRAA 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) Number of Months of Sabbatical Leave

The number of months of sabbatical leave to be granted on an annual basis shall be no more than thirty six (36) months.

The formula for sabbatical leave shall be as follows:

10 Month Sabbatical Leave

To be taken September 1 – June 30

September 1 – June 30: 76% of annual salary

July and August: 100% of annual salary

6-Month Sabbatical Leave

To be taken January 1 – June 30

January 1 – June 30: 76% of annual salary

July and August: 100% of annual salary

4-Month Sabbatical Leave

To be taken September 1 – December 31

September 1 – December 31: 76% of annual salary

January 1 – August 31: 100% of annual salary

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

c) 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 Provost + Provost + VPRAA for consideration by the PAC no later than September 15 of the year preceding the year of the intended sabbatical. Applicants will be notified of the decision regarding their application by

December 1.

- iv) Upon completion of the sabbatical leave, the faculty member shall submit a sabbatical activity report and any other documentation required under Article 9 and upon request, make a presentation to the PAC or any other public presentation requested by the Provost + VPRAA.
- v) After the return of the faculty member from sabbatical leave and in consideration of being granted the sabbatical leave, a faculty member must complete a return service obligation of continuous employment to the college of two (2) times the length of sabbatical leave granted. A faculty member who completes less than the required return service shall be liable for repayment of a pro-rata amount of monies received during the sabbatical leave.
- vi) In order to ensure that all permanent faculty members have equal access to sabbatical leave, a faculty member having been granted a sabbatical leave in the past and wishing to apply for a subsequent sabbatical leave must complete an additional period of continuous employment with the College before submitting an application. 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 PAC and approved by the Provost + VPRAA.

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 + CEO to the member, and a copy to the President of the Association.

ARTICLE 17: REDUNDANCY OF APPOINTMENT

- 17.01 The College may declare a permanent position redundant as a result of curricular change, or insufficient enrollment for two consecutive semesters during which time a permanent member cannot be assigned a reasonable workload, or demonstrable and exigent lack of operational funding.
- 17.02 The parties agree that in the event of position redundancy, the treatment of the affected member shall be reviewed by a committee consisting of:
- Provost + VPRAA
 - President of the Association
 - One (1) 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 17.03 c) 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 (6) members. The Co-chairs of the Committee shall be the President + CEO of the College and the President of ACADFA. Additional members shall preferably be those members who took an active part during the previous negotiations.
- b) Co-chairs 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 President + CEO’s response at Level 2 is the final and binding resolution of grievances against the disciplining of non-permanent members and grievances respecting letters of reprimand.
- 19.04 A grievance may involve a difference between the Board and one (1) or more members of the Association which may be pursued under the grievance procedure identified in Article 19.05, or a difference between the Board and the Association which may be pursued under the grievance procedure identified in Article 19.06.
- 19.05 Procedures involving differences between the Board and one (1) or more members (with the same grievance) of the Association.
- a) **Informal Discussion**
A complaint will be discussed by the faculty member and the immediate supervisor within ten (10) days of the date the member became aware of the incident causing the dispute. The member has the responsibility to inform the Association when informal discussions have concluded.
 - b) **Level 1**
 - i) A grievance may be initiated by the Association on behalf of the grievor within five (5) days of the informal discussion if a satisfactory resolution is not reached. The grievance documentation will be submitted to the Provost + VPRAA or designee in written form, specifying a complete and full statement of the difference, citing the incident prompting the grievance, the clause(s) of the collective agreement in dispute, and the particular relief or redress requested on behalf of the grievor. The grievance must be signed by both the faculty member and the Chair of the Grievance Committee, or designee of the Association.
 - ii) **Discussion of Grievance at Level 1**
The Provost + VPRAA or designee and the faculty member, will meet within three (3) days following receipt of the grievance documentation. The Chair of the Grievance Committee or designee, of ACADFA, and a designee of the College, may accompany the grievor and the Provost + VPRAA or designee, to facilitate the resolution process.
 - iii) **Response to Grievance at Level 1**
The Provost + VPRAA or designee will prepare a written response to the faculty member within five (5) days of the discussion of grievance at Level 1.
 - c) **Association Support**
No individual grievance will proceed beyond Grievance Level 1 without the support of the Association Grievance Committee.
 - d) **Mediation Procedure**

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

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

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

e) Level 2

i) Grievance Level 2

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

ii) Discussion of Grievance at Level 2

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

iii) Response to Grievance at Level 2

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

f) Arbitration

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

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

a) Level 1

i) Grievance Level 1

A grievance may be initiated by either party within ten (10) days of the date it became aware of the incident causing the dispute. The grievance documentation will be submitted to the

President of the other party in written form specifying a complete and full statement of the difference, citing the incident prompting the grievance, the clause(s) of the collective agreement in dispute, and the particular relief or redress requested on behalf of the grievor.

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

b) Arbitration

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

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

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

19.09 Arbitration

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

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

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

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

- i) Respond within five (5) days indicating which system of arbitration it finds acceptable in respect to the grievance, select the name of its appointee to an arbitration board, or select the name of a single arbitrator and notify the other party, in writing, of their selection, and
- ii) If the party receiving the notice does not respond within the said five (5) days, the grievance shall be dealt with by an arbitration board. If either party fails to appoint its nominee to an

arbitration board within ten (10) days, the Chairman of the Alberta Labor Relations Board will be requested to appoint a nominee on its behalf.

- iii) If the nominees to the Arbitration Board cannot agree to a chair, the Chairman of the Alberta Labor Relations Board will be requested to appoint a chair.
- iv) If the parties agree on the use of a single arbitrator but are unable to agree on a person to act as the single arbitrator, the grievance shall be dealt with by an arbitration board.

c) Authority and Powers of the Arbitration Board or Arbitrator
The Arbitration Board or Arbitrator may:

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

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

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

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

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

- 19.14 The decision of the Arbitration Board or single arbitrator shall be issued in writing and shall be final and binding upon the parties and upon any affected by it.
- 19.15 The decision of the Arbitration Board or single arbitrator shall be made within forty (40) days of the date of appointment, or such longer time as the parties may agree.
- 19.16 Each party to this agreement shall bear its own costs of arbitration, including the costs of its appointees to the Board. The parties shall equally share the costs and expenses of the Chairman of the Arbitration Board or single arbitrator.

ARTICLE 20: TERM OF AGREEMENT AND NEGOTIATIONS

20.01 All amendments to this agreement are effective as of July 1, 2010 and shall remain in full force until June 30, 2013.

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 2013. Written notice shall be made to the President + CEO of the College, and the President of the Association.

20.03 Thereafter, the negotiating committees shall meet and exchange proposals on those items which either party wishes to negotiate prior to April 1, 2013.

20.04 On or before May 1, 2013, 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, 2013, the Association and the Board have been unable to agree upon the terms of a new agreement, the parties may agree to continue negotiations at a future date or one (1) party may advise the other party of its intent to request a mediator. On receipt of the notice of intent, both parties must attempt to mutually agree on a mediator. When the parties have attempted but been unable to mutually agree to a mediator, they shall make a joint request to the Director of Mediation Services, Alberta 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.

20.06 Arbitration

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

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

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

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

20.08 Ratification

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

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

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

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

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

- a) The arbitral award of the Arbitration Board (if applicable); and
- b) Such other matters as have been agreed by the representatives of the parties; and
- c) Those matters covered by this agreement for which no changes were proposed.

ARTICLE 21: HUMAN REOURCES FILE

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

ARTICLE 22: SALARY ADMINISTRATION

- 22.01 Permanent full time faculty members and counsellor(s) shall be paid a monthly salary in accordance with Schedule A, and permanent part-time faculty shall be paid a salary equal to 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 Provost + VPRAA in consultation with Human Resources, based on college policies and procedures.
 - b) Each faculty member will be required to provide certified transcripts of the member's academic credentials or other documentation related to the member's qualifications.
 - c) Subject to a satisfactory evaluation, a permanent faculty member's salary shall be increased by one (1) increment per year on the member's anniversary date, up to the maximum salary on Salary Schedule A.
 - d) Permanent part-time faculty who accept an available additional teaching load on a temporary basis (Article 10.07) shall be paid for those additional courses on a pro-rata basis for the specified time according to Schedule B.
- 22.02 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 Provost + VPRAA in consultation with Human Resources, based on college policies and procedures.
 - c) No compensation shall be paid for courses which are cancelled before commencement date; 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 (1) increment upon the completion of instruction of a combination of sessional courses to an equivalent of a full time course load, up to the maximum step on Salary Schedule B.
 - e) Contract rates for sessional workload under Article 10 include course and program planning and development, student critiques and completion of student evaluations, and marks submission, and may include a period immediately prior to and subsequent to the commencement and completion of classes. This period shall not begin prior to one (1) week before the commencement of classes and shall not end later than the Friday of the week containing the day on which final marks are due.
 - f) Sessional faculty required by their head(s) of majors/areas of study 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 \$150.00 per day.
- 22.03 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 B, pro-rated 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) At no time will the pay be reduced to less than 75% of the applicable rate of a fully subscribed course.
- 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.

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

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

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

22.05 A permanent faculty member assigned to first line supervisory administrative duties of a program or major and who receives a stipend under Article 10.05 b) and a permanent faculty member assigned to assistant dean duties, shall be paid a fixed money stipend of 9% of actual salary. This allowance shall be paid either as a regular monthly payment or as a one (1) time payment.

ARTICLE 23: HEALTH AND SAFETY

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

ARTICLE 24: LEGISLATION AND THE COLLECTIVE AGREEMENT

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

**ARTICLE 25: PRINCIPLES FOR OWNERSHIP OF INTELLECTUAL
PROPERTY AT ACAD**

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

ARTICLE 26: ACADEMIC + ARTISTIC FREEDOM

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

ARTICLE 27: VOLUNTARY RESIGNATIONS AND RETIREMENTS

- 27.01 A permanent full time, permanent part-time or probationary instructor may resign voluntary at any time with a minimum of four (4) weeks written notice to the Provost + VPRAA or designee, normally to take effect at the end of a semester or at the end of the academic year.
- 27.02 A sessional instructor may resign during the contract period of their employment. The instructor is encouraged to provide a minimum of two (2) weeks notice, in writing, to their Dean.

SALARY SCHEDULE A

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

Annual salary

Effective Date	July 1 2010 – July 1, 2011	Jul 1, 2011 – Dec 31, 2011	Jan 1, 2012 – Jun 30, 2012
Step 1	58,041	58,621	59,208
Step 2	61,116	61,727	62,344
Step 3	64,150	64,791	65,439
Step 4	67,141	67,812	68,490
Step 5	70,132	70,833	71,541
Step 6	73,250	73,983	74,723
Step 7	76,219	76,982	77,751
Step 8	79,296	80,089	80,889
Step 9	82,200	83,022	83,853
Step 10	85,105	85,956	86,816
Step 11	88,010	88,890	89,779

Permanent part-time faculty members teaching 50% of a full course load as assigned to full time faculty members will receive 50% of the annual salary paid to permanent full time faculty members.

SALARY SCHEDULE B

APPLICABILITY: SESSIONAL INSTRUCTION

Per Credit Course Assigned

Effective Date	Jul 1 2010 – Jul 1, 2011	Jul 1, 2011 – Dec 31 2011	Jan 1, 2012 – Jun 30, 2012
Step 1	6,338	6,401	6,465
Step 2	6,675	6,742	6,810
Step 3	7,005	7,075	7,146
Step 4	7,332	7,405	7,479
Step 5	7,659	7,736	7,813
Step 6	8,000	8,080	8,161
Step 7	8,324	8,408	8,492
Step 8	8,660	8,746	8,834
Step 9	8,977	9,067	9,158
Step 10	9,295	9,388	9,482

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.

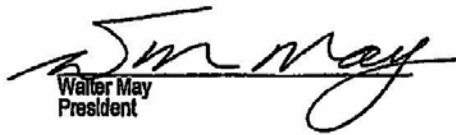
Agreed to this 22 day of January, 2008.

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

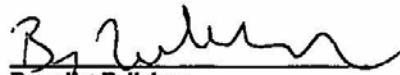
RENEWED effective July 1, 2008 and shall remain in full force until June 30, 2010.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART + DESIGN:

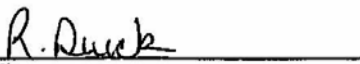
ON BEHALF OF THE ALBERTA
COLLEGE OF ART + DESIGN
FACULTY ASSOCIATION:




Lance Carlson
President + CEO



Benedict Fullalove
President



Witness



Witness

RENEWED effective July 1, 2010 under Article 25.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART + DESIGN:

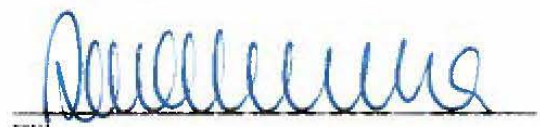
ON BEHALF OF THE ALBERTA
COLLEGE OF ART & DESIGN
FACULTY ASSOCIATION



Dr. Daniel Doz
President + CEO



Alex Link
President



March 19, 2007

Alberta College of Art + Design Faculty Association
1407 -14th Avenue NW
Calgary AB T2N 4R3
Attention: Mr. Walter May
President, ACADFA

Dear Mr. May:

Please accept our most sincere thanks for your time and efforts demonstrated through our recent conversations as we have identified and discussed the many issues arising from the current imbalance in our faculty ratio.

The college is committed to finding a mutually agreeable plan that will address this longstanding problem through meaningful action. To that end, we are pleased to provide the association with a plan that we are confident will not only address our current imbalance but will also build momentum for the college's future efforts in building an increasingly vibrant faculty base.

The following points reflect our discussions and outline the college's proposal to the association; we make the assumption in providing this plan that the association's interests mirror our own in working toward positive change:

- In addition to the currently advertised positions, the college proposes to hire an additional three (3) permanent faculty members in each of the next three (3) academic years. In summation, the college commits to hiring an additional nine (9) permanent faculty members, over and above current establishment of faculty positions within the academic division. The duration of the college's proposed plan remains as we had discussed; beginning on July 1, 2007 and ending by June 30, 2011.
- For the duration of this plan, the college commits to an annual faculty hiring schedule to begin in the fall semester of each academic year. The college further commits to replacing current faculty who may advise of resignation or retirement throughout the current academic year. Recruitment will commence during the hiring period immediately following a permanent faculty member's announced resignation/retirement.
- For the duration of this plan, the college commits to maintaining the number of permanent faculty positions mentioned in the above noted two (2) points as the base for permanent faculty positions within the academic division. In the event that a search committee is not successful in securing a permanent faculty member, that permanent position will remain within the academic division and a decision regarding the need for re-advertising at the next recruitment cycle and/or a review and/or re-allocation of the position within the division

remains with the academic division. The college commits that for the duration of this proposed plan, no permanent faculty positions will be removed from the control of the academic division.

- For the duration of this proposed plan and commencing on July 1, 2007 faculty requesting unpaid leaves, faculty requesting consideration for reduced workload leading to early retirement within the terms and conditions of the collective agreement, faculty agreeing to assume administrative responsibilities and permanent faculty positions vacant and within the recruitment process will be filled by faculty designated as 'replacement' faculty rather than as 'sessional' faculty and counted accordingly for purposes of ratio calculation.
- For the duration of this proposed plan, the college is fully committed to this plan however it is understood by all parties that circumstances could arise that would make a specific and unqualified guarantee by the college untenable. The college will undertake to consult with the association within thirty (30) days should such circumstances arise.

We are positive that given our commitment to this plan, the problem of the ratio imbalance will be well on the way to resolution, if not resolved, before June 30, 2011. We are confident that the college can successfully address this issue which, as you have pointed out to me on several occasions, has created a problem at the school for many years.

The college encourages the association to consider this proposal and welcomes comments and/or suggestions from you on behalf of your members. If you will consider this plan and can speak on behalf of the association as agreeing to the points outlined above; please sign below and the college will commit to implementation as of July 1, 2007 with the understanding that both ACAD and ACADFA will disengage all calculations concerning ratio for the duration of this plan.

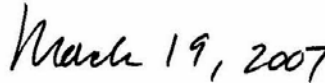
Sincerely,

Lance Carlson
President + CEO

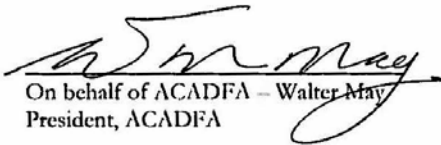
Both ACAD and ACADFA agree to the plan of action outlined within this letter to address the ratio imbalance of permanent faculty.



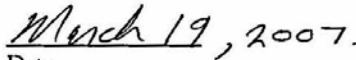
On behalf of ACAD- Lance Carlson
President + CEO



Date



On behalf of ACADFA - Walter May
President, ACADFA



Date

**ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART + DESIGN:**



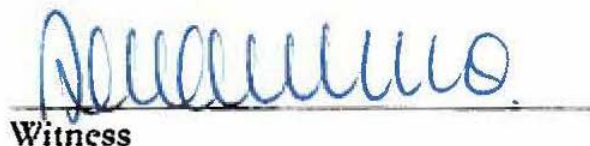
**Dr. Daniel Doz
President + CEO**


Witness

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



**Alex Link
President**


Witness

Alberta College of Art + Design Faculty Association
1407 - 14th Avenue NW
Calgary AB T2N 4R3
Attention: Mr. Walter May
President, ACADFA

November 22, 2007

Dear Mr. Fullalove:

Please accept our most sincere thanks for your time and efforts demonstrated through our recent conversations as we have moved to expedite the latest agreement to facilitate positive actions arising from the many issues related to the imbalance in our faculty ratio.

The college continues to demonstrate its commitment to address the longstanding problem of ratio imbalance through meaningful action. We are pleased to provide the association with an addendum to the March 19, 2007 plan agreed to with Mr. May. We feel that with this addendum we are building important momentum for the college's future efforts in building an increasingly vibrant faculty base.

The following points reflect our discussions and outline the college's proposal to the association; we make the assumption in providing this plan that the association's interests mirror our own in working toward positive change and that the points outlined below augment and strengthen our previously agreed to Letter of Understanding of March 19, 2007 and in no way detracts or undermines those previously agreed upon terms:

1. The positions vacated by permanent faculty retiring under the terms of the college's Early Retirement Incentive Plan shall be temporarily filled by faculty designated as replacement faculty rather than as sessional faculty; and, counted accordingly for the purposes of ratio calculation.
2. Positions so vacated shall be filled by replacement faculty until such time as the cost of the early retirement is recovered (which shall not exceed three (3) years).
3. Upon the recovery of costs of the early retirement, the college agrees to fill all positions vacated by permanent faculty retiring under terms of the college's Early Retirement Incentive Plan with permanent faculty positions.
4. Recruitment of permanent faculty to fill such vacated positions will follow a schedule to allow for the permanent faculty position to commence in the fall term immediately following the completion of the cost recovery associated with the early retirement.

FROM THE OFFICE OF THE PRESIDENT + CEO

If you will consider this amendment and can speak on behalf of the association as agreeing to the points outlined above; please sign below with the understanding that both ACAD and ACADFA will continue to disengage all calculations concerning ratio for the duration of the plan articulated and agreed to on March 19, 2007.

Sincerely,



Lance Carlson
President + CEO

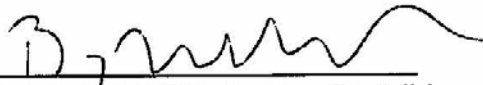
Both ACAD and ACADFA agree to the amended plan of action outlined within this letter to address the ratio imbalance of permanent faculty.



On behalf of ACAD- Lance Carlson
President + CEO

11/25/07

Date



On behalf of ACADFA – Benedict Fullalove
President, ACADFA

Nov 22 / 2007

Date

**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**



Dr. Daniel Doz
President + CEO



Alex Link
President



Witness



Witness

LETTER OF UNDERSTANDING
Between
ALBERTA COLLEGE OF ART + DESIGN
And
ALBERTA COLLEGE OF ART + DESIGN FACULTY ASSOCIATION

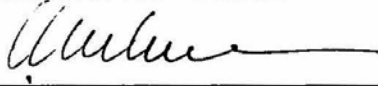
Re: Accommodate Visiting Faculty Program, in effect until 2014, funding allowing

1. As Academic Staff, Rawlinson Visiting Faculty shall be members of the Alberta College of Art + Design Faculty Association.
2. Rawlinson Visiting Faculty appointments shall be of a limited term, commencing no sooner than the third Monday preceding the commencement of the fall semester up to the Friday of the weekend eleven weeks prior to the commencement of the fall semester.
3. Rawlinson Visiting Faculty will be assigned a teaching load of four courses, two courses in the fall semester and two courses in the winter semester. Other workload responsibilities will be assigned as described in Article 10 of the Collective Agreement.
4. Rawlinson Visiting Faculty shall be compensated on Salary Schedule A. Placement on the salary schedule will be determined as per the current permanent hiring procedure and pro-rated over the contractual period.
5. Benefits will be awarded as per eligible criteria for sessional faculty.
6. Professional Development allowances as per Article 15.01a normally allotted to sessional teaching positions will be allocated to the Faculty Professional Affairs Committee. Rawlinson Visiting Faculty will not be eligible to apply for Faculty Professional Affairs Committee funds.

7. The Visiting Faculty Program is intended to run for five academic years (2009-10 to 2013-2014), funding allowing.
8. A maximum of five Visiting Faculty will be hired for each academic year that the program runs. One of the positions will be reserved for the Ceramics Program. Appointments will be competitively selected as per the Rawlinson Fund Visiting Faculty Terms of Reference.
9. The Visiting Faculty Program will be open to all qualified applicants notwithstanding any prior employment with the College and in keeping with the Rawlinson Fund Visiting Faculty Terms of Reference.
10. For the purposes of calculating the ratio, Visiting Faculty shall count as sessional instructors
11. It is hoped that consideration will be given as to when applications are scheduled by majors/areas of study to minimize any impact on faculty currently within a multi-year letter of offer.

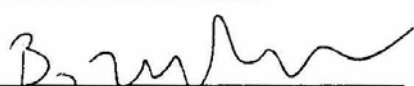
Dated this 19th day of April, 2009.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART + DESIGN:



Lance Carlson
President + CEO
Alberta College of Art + Design

ON BEHALF OF THE ALBERTA
COLLEGE OF ART + DESIGN
FACULTY ASSOCIATION:



Benedict Fullalove
President
ACAD Faculty Association

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE ALBERTA
COLLEGE OF ART + DESIGN:



Dr. Daniel Doz
President + CEO

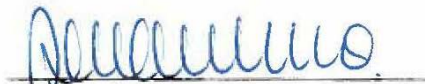


Witness

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



Alex Link
President



Witness