



Collective Agreement

Between

**Faculty Association of Red Deer
Polytechnic (FARDP)
and
Red Deer Polytechnic (RDP)**

July 1, 2019 - June 30, 2024

FARDP/RED DEER POLYTECHNIC COLLECTIVE AGREEMENT

**July 1, 2019 – June 30, 2024
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DEFINITIONS

For the purpose of this Collective Agreement the following definitions shall apply:

Administration	Shall refer to members of the Senior Administration appointed by the Polytechnic President.
Agreement	Shall refer to the Collective Agreement negotiated and agreed upon by the Polytechnic and the Association.
Associate School/Division Leader	Shall include Associate Deans, Managers and other Exempt employees appointed by School or Division Leaders to be responsible for management of faculty and services within the Polytechnic.
Association	Shall mean the Faculty Association of Red Deer Polytechnic or its designated representative(s).
Base Salary	Shall mean the individual Member's grid placement annual salary.
Benefits Advisory Committee	Shall be composed of the Chief Human Resources Officer or designate, the Administrative Officer – Benefits, two (2) Members, and up to two (2) representatives from each of the other employee groups in the Polytechnic. Its mandate is to make recommendations regarding the features and costs of the benefits plan as established in Article 11.
Board	Shall refer either to the Board of Governors of Red Deer Polytechnic or its designated representative(s).
Continuous Appointment Committee	Shall be composed of two (2) Continuous Members designated by the Association Executive, the Chief Academic Officer and a School/Division Leader appointed by the Chief Academic Officer.
Credit Course	Shall mean a course within a program, which is approved and funded as a credit program by Advanced Education.
Executive	Shall mean the Executive Board of the Association as designated in the Association's By-Laws.
Faculty Professional Development Committee	Shall be composed of one (1) Administrator, and normally six (6) Continuous Members.
Faculty Performance Committee	Shall be composed of two (2) Administrators, one of whom will be the Chief Academic Officer and up to six (6) Continuous Members.
Faculty Scholarship Recognition Committee	Shall consist of five (5) Members and two (2) Administrators.

Faculty Workload Committee	Shall consist of two (2) Continuous Members, the Chief Human Resources Officer, one (1) other Administrator, and may include one (1) additional person who is neither an Administrator nor a Member and who is selected by unanimous agreement of the other four (4). In cases where this latter person is selected, they shall be a voting Chairperson.
Full Year Equivalency	Shall refer to <ul style="list-style-type: none"> • for instructors, the number of instructional hours which are equivalent to the normal annual workload for that Member's department, as defined in Article 8.2.2. • for non-instructors, the total number of hours involved in meeting the weekly workload norm (as defined in Article 8.3) over the course of a full year.
Gross Salary	Shall consist of salary plus overload pay.
Instructional Hour	<p>Shall mean a period of approximately sixty (60) minutes during which a Member instructs a scheduled class of students in a Credit Course. The actual length of an instructional hour varies depending on the type of class and on the day and time the class is scheduled. For example, fifty (50) minute periods equal one (1) instructional hour; eighty (80) minute periods equal one and one half (1.5) instructional hours; two (2) hour and fifty (50) minute periods equal three (3) instructional hours. For instruction that occurs outside a traditional classroom format, the Member and their School/Division Leader or designate will mutually agree upon a means of determining equivalent instructional hours.</p> <p>Practica, some labs, studio courses, seminars, courses where curriculum is provided, and distributed learning courses are exceptions and may result in differences shown on program workload norms. Differences may also be identified in consultation with the School/Division Leader or designate.</p>
Member	<p>Shall be a Member of the Association. Normally any person who instructs in a program with a credential approved or granted by Advanced Education for which a transcript, official diploma, certificate, or degree is given by Red Deer Polytechnic or by Apprenticeship & Industry Training is a Member. Librarians, Counsellors and Learning Designers shall be included as Members. The Polytechnic and Association will consult whenever there is a dispute regarding the status of a Member or proposed Member.</p> <p>The following are categories of Members:</p> <p><u>Conditional Continuous</u>: A Member possessing a contract subject to the qualifications in Article 6.8.</p> <p><u>Conditional Probationary</u>: A Probationary Member as defined under Article 6.1 who instructs in a credit program that, at the time of hiring, is not designated as a continuing program, has not received base funding by Advanced Education, or has low or declining enrolment.</p> <p><u>Continuous</u>: A Member whose probationary period is completed and who is employed on a Continuous Appointment Contract or a Conditional</p>

Member (continued)	<p>Continuous or Continuous Part-Time Appointment Contract as specified in Articles 2 and 6.</p> <p><u>Continuous Part-Time:</u> A Continuous Member who is employed pursuant to the provisions of Article 19.</p> <p><u>Full-Time:</u> Full-Time Members include Probationary, Conditional Probationary, Continuous, Conditional Continuous, Sessional and Replacement Sessional Members.</p> <p><u>Part-Time:</u> Those Members employed in a specified term position but carrying less than a full workload.</p> <p><u>Probationary:</u> Those Members employed on a probationary contract as specified in Article 6.</p> <p><u>Replacement Sessional:</u> A Member with a full Workload who is employed with a contract of four (4) months or more and not exceeding two (2) years, and whose responsibilities involve, at least in part, replacing a Continuous or Probationary Member who is on an approved leave from the Polytechnic or who is temporarily undertaking other responsibilities in the Polytechnic.</p> <p><u>Sessional:</u> A Member with a full workload who is employed with a contract of four (4) months or more and not exceeding one (1) year.</p> <p><u>Term Certain:</u> Part-Time, Sessional, and Replacement Sessional Members with a specified contract end date.</p>
Polytechnic	Shall refer to the post-secondary learning organization known as Red Deer Polytechnic.
School/Division Leader	Shall include Directors, Deans, and other Exempt employees appointed by the Chief Academic Officer to be responsible for management of faculty and a group of services designated as a Division or School.
Years of Service	Shall be the accumulation of consecutive years of employment as a Full-Time Member (or Full-Year Equivalents for any part-time employment). Years of employment for Term-Certain Members will be considered consecutive if there is never more than a seven (7) month gap between contracts. Years of employment for Probationary/ Continuous Members who cease their employment with the Polytechnic will revert to zero and if these Members subsequently recommence employment with the Polytechnic their years of service will begin to accumulate from that point forward. Time served before authorized leaves of absence shall be included. Also, the time served during any authorized leave of absence with pay (except for deferred salary leave) shall be included. The time served during any leave without pay shall not be included, except for up to ninety (90) calendar days of the time spent on Maternity or Parental Leave, which shall be included.

ARTICLE 1 LENGTH OF AGREEMENT

This Agreement shall cover and be binding upon the Polytechnic, the Association and all Members.

- 1.1. This agreement shall take effect on the first day of July 2019, and shall remain in force until the 30th day of June 2024, with the exception of those matters identified in the attached Letter(s) of Understanding.
- 1.2. This Agreement shall remain in full force and effect until such time as a new or renegotiated Agreement is concluded, or until the Agreement expires in accordance with applicable provisions of the Labour Relations Code.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

- 2.1. The Polytechnic, after consultation with the Association, may designate categories of employees, or individual employees as Members.
- 2.2. The Polytechnic recognizes the Association as the exclusive bargaining agent for all Members. To that end, the Polytechnic shall not request or require a Member to enter into an agreement, which derogates from the Member's rights under this Agreement. The Polytechnic agrees to:
 - acquaint all new Members with the fact that they are Members of a faculty association and that a Collective Agreement is in effect;
 - provide these Members with a copy of the Agreement;
 - clarify for them the conditions of employment set out in the Agreement; and
 - apprise them that the Association's dues payment is a condition of their employment.
- 2.3. The appropriate fees of the Association shall be deducted from the pay of the Members and remitted to the Association.
- 2.4. A report with the name, position, and type of Contract of each newly hired Member shall be forwarded to the President of the Association or designate three (3) times per academic year.
- 2.5. A list of all current Members shall be forwarded to the Association President each October by the Chief Human Resources Officer or designate; this list will include the position and status of employment of each Member.

ARTICLE 3 EXEMPTION FROM FARDP MEMBERSHIP

Upon consultation with the FARDP President, the Polytechnic need not designate as Members of FARDP, the Instructors in any new program funded by Advanced Education in cases where both of the following program criteria exist:

1. There are fewer than ten (10) FLE students registered in the program.
2. No Instructor spends more than twenty (20) full or partial days in any one (1) academic year involved in direct instruction of students.

Continued exemption from FARDP membership will be revisited annually by the Polytechnic and FARDP.

ARTICLE 4 DUES, DEDUCTIONS AND ASSOCIATION BUSINESS

The Polytechnic shall deduct from the gross earnings (exclusive of disability benefits) of each Member covered by this Collective Agreement monthly accounts equal to the monthly membership dues as advised by the Association.

The Association shall advise the Polytechnic, in writing, thirty (30) calendar days before changes are to take effect for the establishment of, or change in, membership dues structure and/or amounts.

The Polytechnic shall not unreasonably withhold approval for leave(s) of absence or workload release for Members elected or appointed to perform Association business. Requests for such leaves or workload release shall be directed in writing to the School/Division Leader or designate. The decision on such requests shall be made in writing by the School/Division Leader or designate in consultation with the Chief Human Resources Officer.

Except as provided below, when the Polytechnic grants a Member a workload release to undertake Association business, the Association shall reimburse the Polytechnic for the full cost incurred by the Polytechnic in replacing the Member with a Term-Certain Member. If this Term-Certain Member's contract includes workload other than that created through the workload release, the President of the Association and the relevant School/Division Leader or designate will consult to determine a fair cost to be borne by the Association. For the purpose of this article the full cost of replacement is deemed to include salary (including vacation), benefits (as offered in Article 11) and professional development (as offered in Article 14).

When the Polytechnic grants a Member workload release to serve as President of the Association, such workload release shall be half-time (.50 FTE), and the full cost of replacing the Member with a Term-Certain Member as defined above shall be shared equally between the Polytechnic and the Association.

The Polytechnic shall provide the Association, without charge, with an adequate and suitably serviced and maintained office space with access to Members for the purpose of conducting Association business.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.1. The Association recognizes that all functions, rights, powers and authority which the Polytechnic has not specifically abridged, delegated or modified by this Agreement are retained by the Polytechnic.

ARTICLE 6 PROBATION AND CONTINUOUS APPOINTMENT

6.1. Initial Appointment

Initial appointment of a Probationary Member or a Conditional Probationary Member shall normally be for a probationary period of three (3) years, extending until June 30 or December 31 of the appointment, whichever date is closer to the anniversary of the date of hiring.

In the case of a Member who has previously been given Continuous Appointment at the Polytechnic and, after leaving the employ of the Polytechnic, has been rehired to a Probationary Contract, this probationary period shall normally be from one (1) to three (3) years.

If a Sessional Member is offered a Probationary contract, one half (0.5) of the Full-Year Equivalency spent in previous Sessional contracts shall be considered towards the probationary period up to a maximum of two (2) years, provided that the Sessional contracts have been consecutive (i.e. never more than a seven (7) month gap between contracts) prior to the probationary appointment, are in the same area of instruction, and satisfactory evaluations have been completed.

If a Part-Time Member is offered a Probationary contract, one half (0.5) of the Full-Year Equivalency spent in previous Part-Time contracts shall be considered towards the probationary period up to a maximum of one (1) year, provided that the Part-Time contracts have been consecutive (i.e. never more than a seven (7) month gap between contracts) prior to the Probationary appointment, are in the same area of instruction and satisfactory evaluations have been completed.

This initial Probationary appointment shall be by notice in writing and shall normally become effective one (1) month prior to the commencement of instructional duties. Such notice shall specify the Step and Grade of the salary schedule upon which the Member shall be placed and the length of the probationary period.

It shall be the responsibility of a Member to supply an official transcript and/or other specified credentials in the manner and timeframe stipulated in the employment contract letter. Failure to do so may result in termination.

6.2. Termination During Probationary Contract

During the Member's employment on probation, their employment may be terminated at any time by the School/Division Leader or designate. This termination will be given in writing and will consist of three (3) months' notice plus payment for vacation days that have been accrued up to and including the notice period or else three (3) months' pay plus payment for vacation days accrued up to the date of the termination notice. The Association President shall be informed prior to termination of a Member by the School/Division Leader or designate or Chief Human Resources Officer. The Probationary Member receiving such notice of termination of employment has no recourse to the Grievance Procedure outlined in the Agreement (Article 18).

For instances of dismissal with just cause of a Probationary Member, the provisions of Article 17.4 will apply.

6.3. Continuous Appointment Hearing

Normally, a Member on a Probationary contract will have their performance reviewed by a Continuous Appointment Committee in the last half of the Member's last year of probation. This Committee shall make a recommendation to the Chief Academic Officer regarding the Continuous Appointment of the Probationary Member. The Chief Academic Officer shall notify the Member in writing whether the Member shall or shall not be offered a Continuous Appointment Contract following the probationary period. This notice shall be given within ten (10) working days of the Chief Academic Officer receiving the Committee's recommendation. In the event that such notice is not given by that date, the Member shall be deemed to be employed on a Continuous Appointment Contract following the probationary period without loss of benefits or of advancement on the salary grid then existing.

6.4. Offer of Continuous Appointment

If a Member is offered Continuous Appointment, they will respond in writing to the Chief Academic Officer, within ten (10) working days of receipt of the offer. In recognition of successful completion of Probation, and after the Member accepts the offer, they will receive a one-time stipend of \$400.

6.5. No Offer of Continuous Appointment Due to Performance Related Reasons

If the Chief Academic Officer notifies the Member that they will not be offered a Continuous Appointment contract due to performance-related reasons, the Chief Academic Officer shall provide in writing these reasons. The Member may appeal this decision, in line with the process stipulated in Appendix A. The Member shall be entitled to one (1) appeal hearing, without recourse to any further appeal. The appeal committee shall make a non-binding and non-grievable recommendation to the President. The President's decision is final, binding and non-grievable.

6.6. No Offer of Continuous Appointment Due to Non-Performance Related Reasons

A Probationary Member may not be offered a Continuous Appointment solely because of decreased enrollment, discontinuation of a program or course, or insufficient demand in the Member's area of instructional or service competence. If so, they may be reviewed for another academic position within their area of competence. If such an appointment is made, one half (0.5) of the time spent in the previous probationary period would count toward the new probationary period.

6.7. Pay/Notice Period for Probationary Members Denied Continuous Appointment

If a Probationary Member is denied a Continuous Appointment, they shall be given, in writing, three (3) months' notice plus payment for vacation days that have been accrued up to and including the notice period or else three (3) months' pay plus payment for vacation days accrued up to the date of the termination notice.

6.8. Offer of Conditional Continuous Appointment

An offer of conditional continuous appointment may be made to:

- (a) A Conditional Probationary Member who has successfully completed their Probationary period but whose program

- has not yet been designated as a continuing program by the Polytechnic or
- has not received base funding by Advanced Education or
- continues to have low or declining enrollment.

Once such a program is designated as a continuing program or once base funding is received from Advanced Education or once enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

- (b) A Probationary Member who has successfully completed their Probationary period but whose program is experiencing low or declining enrollment. Once enrollment has been stabilized at a viable level, the Member will be converted immediately to a Continuous Appointment Member.

The provisions of Article 9, Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

A Member holding Conditional Continuous Appointment shall be given, in writing, six (6) months' notice plus payment for vacation days that have been accrued up to and including the notice period or else six (6) months' pay plus payment for vacation days accrued up to the date of the termination notice if their employment is terminated.

ARTICLE 7 TERM CERTAIN APPOINTMENTS

(Part-Time, Sessional, or Replacement Sessional Members.)

It shall be the responsibility of a Member to supply an official transcript and/or other specified credentials in the manner and time frame stipulated in the employment contract letter. Failure to do so may result in termination.

- 7.1. (a) Based on cumulative Full-Year equivalents, for the period July 1 – June 30 of each year, the Polytechnic shall normally maintain a minimum ratio of 65:35 of Continuous, Conditional Continuous, Probationary, Conditional Probationary, Replacement Sessional, and Continuous Part-Time Members to Sessional and Part-Time Members and not to fall below 62:38. Full-Year Equivalents for Sessional and Part-time Members hired to backfill course releases will be included in the ratio for Continuous, Conditional Continuous, Probationary, Conditional Probationary, Replacement Sessional, and Continuous Part-Time Members.
- (b) The Polytechnic will maintain a policy on the conversion of long standing Sessional positions. The Polytechnic will consult with the Association before making any changes to this policy.
- 7.2. The Contracts for Sessional Members will include preparatory/follow-up time as specified below:

Contracts For Members Who Instruct In The Trades Area

Such Contracts will include a minimum of four (4) weeks of non-teaching time for course preparation and other responsibilities. Normally, an instructor entering their first Sessional Contract with the Polytechnic will be required to take three (3) of these weeks prior to the instructor's first day of classes. In subsequent years, some of this three (3) week allotment may

be deferred to elsewhere in the Contract period as long as the instructor and the School/Division Leader or designate agree.

Contracts For Members Who Instruct Outside The Trades Area

Such Contracts will provide for three (3) weeks' preparation time prior to class start-up and one (1) week following the last day of Final Exams. Only one three (3) week preparation time will be provided in a twelve (12) month period. After an instructor has taught one (1) full academic year at the Polytechnic, some of the three (3) week preparatory time may be deferred to the post-Final-Exam period as long as the instructor and the School/Division Leader or designate agree.

Contracts For Members Who Are Not Instructors

Such Contracts will include a minimum of four (4) weeks for orientation to or preparation for normal work responsibilities and for other preparatory activities. Normally, a Member entering their first Sessional Contract with the Polytechnic will be required to take three (3) of these weeks prior to the first day of normal work responsibilities. In subsequent years, some of this three (3) week allotment may be deferred to elsewhere in the Contract period as long as the Member and the School/Division Leader or designate agree.

A Sessional or Part-time Member who at the request of the Member's School/Division Leader or designate is needed to perform course or student-related duties after the expiry of their contract or whose contract is not in effect shall be entitled to an honorarium to the amount of \$100 per exam to grade deferred final exams or supplemental final exams, and to reassess students' grades as the result of formal appeals of those grades after the end of their contract.

- 7.3. Where a Sessional or Replacement Sessional Member agrees to take on a full instructional workload in the Spring/Summer term, the Sessional or Replacement Sessional appointment shall be extended until the end of the teaching assignment. The Member will receive the same monthly salary, pro-rated for partial months, that they received during the preceding contract. If a Spring/Summer Term assignment is less than a full workload, a separate part-time contract will be offered.
- 7.4. A Sessional Member who is carrying a full-year equivalency in their current contract and has carried a full-year equivalency in each of the preceding two (2) academic years will automatically be rehired for the upcoming academic year provided that:
 - (a) the position remains,
 - (b) their evaluations are satisfactory,
 - (c) the qualifications and experience required in the position remain substantially the same, and
 - (d) budget permits.
- 7.5. If the contract of a Sessional or Replacement Sessional Member is terminated, other than for just cause or unsatisfactory performance, the Member will be entitled to notice or pay in lieu of notice as follows:
 - (a) Thirty (30) calendar days if prior to contract start date
 - (b) Ninety (90) calendar days if after contract start date.

7.6. Conversion of a Sessional Position to a Probationary Position

When the same sessional position has existed for three (3) consecutive academic years, with no replacement sessional contracts filling the position during that time, and there is evidence

of stable or increasing enrollment and a full workload in the courses that typically have constituted the sessional position, the position shall normally be converted to a probationary position starting in the next academic year, except where:

- (a) There is evidence of an anticipated decline in enrollment in the courses that typically have constituted the sessional position, such that there would not be a full workload of such courses offered in the year following the third year, or
- (b) The position has consisted of a contract period less than eight (8) months duration, or
- (c) An attempt to hire a qualified instructor to a probationary contract for the year following the third year yields no suitable candidate, or
- (d) The Polytechnic financial situation is unable to support the conversion.

None of the above would preclude the conversion of a non-replacement sessional position before three (3) years.

If none of the above exceptions exist and if sufficient funding for the position comes from a source outside of the Polytechnic's base budget, the position will normally be converted to a conditional probationary position.

7.7. Continuing Part-Time and Sessional Members will be able to maintain access to their email account, TheLoop, and the Polytechnic's learning management software during the period between employment contracts provided:

- (a) The Polytechnic has issued the Member a contract for a future term
- (b) The Member has returned the signed employment contract, and
- (c) The Member maintains compliance with all Polytechnic policies

Access may be terminated at any time to maintain the security of the Polytechnic and the privacy of information.

ARTICLE 8 WORKLOAD

8.1. Definitions

Total Workload for Full-Time Instructors shall consist of assigned teaching responsibilities as well as other non-teaching responsibilities, within the expectations and requirements set in the Faculty Performance Policy.

Total Workload for Full-Time Counsellors and Librarians shall consist of appropriate responsibilities as assigned by their School/Division Leader or designate.

Total Workload for Part-Time Instructors shall consist of assigned teaching responsibilities.

Teaching responsibilities include all that is needed for an Instructor to prepare for and deliver course material, to assess students, and to assist students in their course-related learning both in class and out.

8.2. Total Workload for Instructors

8.2.1. Assigned Teaching Responsibilities for Full-Time Instructors

The School/Division Leader or designate, in consultation with the individual Member and their Chair, will assign instructional hours for the Member in line with the relevant Program norms (see chart below). In the assignment of specific courses, the School/Division Leader or designate must ensure that, in any one academic year, the average number of instructional hours among all Full-Time Members in any one Program is not normally more than the norm specified for that Program and is never more than five (5) hours beyond that norm.

No Member may be required to carry an instructional-hour load above the norm in consecutive years without their consent. Any Instructor's workload that is more than fifteen (15) hours above the norm will be treated as overload (see Article 8.2.5). In making decisions about the assignment of instructional hours across a Program, the School/Division Leader or designate must take into consideration all the following factors that collectively determine the full extent of a Member's instruction-related workload:

- (a) Program instructional-hour norm. This could be calculated over a two (2) year or three (3) year period, as indicated in the chart in Article 8.2.2.
- (b) Numbers of students in each course and student contact hours.
- (c) Nature and number of courses, subjects, and sections.
- (d) Nature and number of necessary course preparations.
- (e) Availability of technical assistance, lab assistance, and other resources.
- (f) Instructional modes, including extra-classroom contact with students.
- (g) Marking and assessing responsibilities.
- (h) Teaching related travel time.

8.2.1 (h) does not subsume or replace Article 8.2.6 which deals with compensation of instructors in recognition of teaching-related travel time.

The School/Division Leader or designate shall determine if any overload exists and shall determine the compensation in accordance with Article 8.2.5.

Individual workloads in the Trades and Technology Programs identified by the Apprenticeship and Industry Training Act shall be established to avoid having more than six and one half (6.5) instructional hours in any one (1) day. Where it is not possible to avoid such assignments with existing Members:

- (i) The School/Division Leader or designate shall first endeavor to obtain volunteers to perform any instructional assignment between six (6) – nine (9) hours per day;
- (ii) Only when the above steps have been complied with, and have not succeeded, the School/Division Leader or designate may make such assignments on an equitable basis.

Members in the Trades & Technology Programs may be credited with workload in non-credit courses. The number of hours of non-credit courses to be taught will be determined by the School/Division Leader or designate in consultation with the Chairperson and the Member.

8.2.2. Annual Instructional Hour Norms for Probationary/Continuous Instructors

Actual Instructional hours may vary by + or – fifteen (15) hours, subject to the limitations in 8.2.1.

Program	Annual Average Instructional Hour Norm
Administrative Professional	450
Apprenticeship Training	720
Business Administration	382.5 per year averaged over two (2) years
Career & Academic Preparation	480
Commerce	382.5 per year averaged over two (2) years
Early Learning and Child Care	425
Educational Assistant	405
Electrical Engineering Technology	450
Humanities & Social Sciences	382.5 per year averaged over two (2) or three (3) years
Kinesiology	450
Legal Assistant	420
Medical Laboratory Assistant	450
Nursing, BScN	500 – year 1 of the program 600 – year 2 of the program
Occupational and Physical Therapist Assistant	450
Pharmacy Technician	450
Practical Nurse	500 – year 1 of the program 600 – year 2 of the program
Sciences	450
Social Work	425
Teacher Education	382.5 per year averaged over two (2) years
Visual Art	450

8.2.3. Annual Instructional Hour Norms for Term Certain Instructors

Norms for Term Certain Members shall be the same as for Continuous Members in the same program with the following exceptions:

Program	Annual Average Instructional Hour Norm
Nursing, BScN	Clinical 930 Theory 425
Practical Nurse	Clinical 930 Theory 425

*Sessional faculty are often hired on ten (10) month contracts and required to teach for three (3) terms.

8.2.4. Non-Teaching Responsibilities for Full-Time Instructors

Instructors are required and expected to engage in a variety of non-teaching activities that contribute towards their own ongoing professional development and towards the Polytechnic community. These activities will occur over the academic year excluding approved vacation periods, and shall be determined in consultation with the Member's Chair and the School/Division Leader or designate.

Members shall engage in relevant professional development activities (PD) that serve to strengthen pedagogic, academic, and professional currency and capability. Such activities shall be approved by their School/Division Leader or designate and may include discipline scholarship, scholarship of teaching, study, research, workshops, conferences, and other activities that may enhance professional or teaching capabilities.

In order to facilitate ongoing professional development, probationary and continuous instructors will normally receive time approval for four (4) weeks of PD within each year. The School/Division Leader or designate, in collaboration with the Chair and the Instructor, will ensure that teaching assignments allow time for at least two (2) months of professional development activities over a two (2) year period.

Other responsibilities include but are not limited to the following:

- (a) Program and curriculum development
- (b) Student academic advice and course assistance
- (c) Department and divisional duties
- (d) Community and industry liaison
- (e) Government and inter-institutional liaison
- (f) Budget planning and spending accountability
- (g) Internal relations and Polytechnic committees
- (h) Assisting in the evaluation of staff and programs
- (i) Assisting in the hiring of staff
- (j) Assisting in program and departmental workload scheduling
- (k) Peer mentoring activities.

In extraordinary situations, some of these duties may receive teaching workload recognition as approved by the School/Division Leader or designate.

Sessional and Replacement Sessional Members will have reduced expectations to engage in non-teaching responsibilities.

8.2.5. Overload Pay for Full-Time Instructors

In extraordinary circumstances, if a Full-Time Instructor agrees to instruct more than fifteen (15) hours above the workload norm they shall be given overload pay (in addition to their base salary) equal to the pro-rated salary for the overload based on the individual's current grade and step placement on the Salary Grids outlined in Article 10.1.

Example:

A Faculty Member with an annual salary of \$92,236.00 teaching an overload contract of 240 hours would receive \$12,160.80 in overload

Calculation: $\$92,236.00 / 1820.16 \text{ hours per year} = \$50.67/\text{hour}$
 $\$50.67 \text{ hours} \times 240 = \$12,160.80$

8.2.6. Recognition of Teaching-Related Travel Time for Instructors

A Full-Time Member shall be compensated at a rate of \$300.00 per course for travel time for out of town teaching assignments (when the round trip mileage exceeds 40 km) to instruct part of or a complete course when at least 50% of the course is delivered outside the City of Red Deer.

8.2.7. Supervision of Student Research Projects

Continuous and Probationary Members with the permission of the School/Division Leader or designate, may supervise student research projects. A Member shall be credited with \$250.00 stipend per student research project to a maximum of five per year. The stipend will be paid out at the end of June.

8.3. Total Workload for Counsellors, Librarians and Learning Designers

The School/Division Leader or designate shall assign appropriate responsibilities to Counsellors, Librarians and Learning Designers. Their weekly workload norm shall be thirty-seven and one half (37.5) hours, although Counsellors normally shall have no more than twenty-five (25) student contact hours per week.

8.4. Recognition for Chair

A Member designated as Chair shall be given:

- (a) An annual stipend to a maximum of \$2500.00 proportionate to the type and amount of workload and responsibility assigned.

They may also receive:

- (b) a reduction in non-Chair-related responsibilities: such reduction to be approved by the School/Division Leader or designate, in consultation with the Member.

Workload reduction shall be approved by the School/Division Leader or designate in consultation with the Member.

Payments will be processed upon receipt of an authorizing memo signed by the appropriate School/Division Leader or designate which lists the individual Chairs and the amount of stipend

to be paid. Payments will be processed in December and June of each year with an authorizing memo sent each time.

8.5. Faculty Workload Committee

This committee will meet as needed for the following purposes:

(a) Proposing Instructional-Hour Norms for a New Program:

It shall make recommendations to the Negotiations Committees of the Polytechnic and the Association regarding instructional-hour norms for new programs. The instructional-hour norm that it recommends for a new program will be utilized on an interim basis and only until the expiration of the Agreement then in effect.

(b) Recommending Changes to Existing Instructional-Hour Norms

If a School/Division Leader or designate or one or more Members seeks a change to the instructional-hour norms listed in 8.2, the Committee shall solicit input from all affected parties and it may then make recommendations to the Negotiations Committees of the Polytechnic and the Association regarding changes to existing instructional-hour norms as listed in Article 8.2.

(c) Determining Instructional-Hour Equivalencies for Non-conventional teaching:

Where an Instructor and their School/Division Leader or designate cannot agree on the means of determining instructional-hour equivalencies for non-conventional delivery of courses, the matter will be given to this committee for resolution. Its decision on this matter is not subject to grievance or appeal.

(d) Resolving Disputes Involving Workload Assignments:

If one or more Members are dissatisfied with any aspect of their workload assignment and the matter cannot be resolved through discussion with the School/Division Leader or designate, they may appeal the assignment to the Workload Committee. Its decision on this matter is not subject to grievance or appeal.

The committee will establish its own Terms of Reference.

ARTICLE 9 REDUNDANCY AND REASSIGNMENT OF CONTINUOUS MEMBERS

The provisions of Article 9: Redundancy and Reassignment of Continuous Members, will not apply to those Members holding a Conditional Continuous Appointment.

9.1. Determination of Redundancy

Should the Polytechnic determine that it is necessary to declare a Continuous Member's position redundant, the Polytechnic shall provide as much advance notice as is practicable to the Association.

The notice will be provided in writing and identify the following information:

- The position to be declared redundant and the Member impacted
- The date on which the employer intends to implement the redundancy

Within seven (7) calendar days of the notice being provided to the Association, the Polytechnic and Association will schedule a meeting to explore ways to mitigate the impact on the Member and discuss the application of this Article with the Association. After the meeting, the Polytechnic will notify the Member.

- (a) A Continuous Member's position may be declared redundant for any one or more of the following reasons:
- decrease in enrollment in the Member's area of instruction or service;
 - discontinuation or cancellation of a course or program in the Member's area of instruction or service;
 - insufficient student demand in the Member's area of instruction or service;
- (b) A Continuous Member's position shall not be declared redundant if:
- there is workload which is then being supplied to the Polytechnic by Conditional Continuous, Probationary, Conditional Probationary, Part-Time and/or Sessional Members in that instructional area; and
 - this workload constitutes a full normal workload (as defined in Article 8); and
 - the Continuous Member is qualified to teach all of the courses, which constitute this full workload.
- (c) If all three (3) of the above conditions exist, the Member shall be assigned the full workload that is available.

In effect, this means that when the conditions in 9.1(a) present themselves, the School/Division Leader or designate will consider the workload of Members in the instructional area or service under review, in the order outlined below, to determine whether a Continuous Member must be declared redundant:

1. Part-Time Faculty
2. Sessional Faculty (Replacement Sessional Faculty are excluded from consideration as by definition they are replacing Continuous Faculty Members)
3. Conditional Probationary Faculty
4. Probationary Faculty
5. Conditional Continuous Faculty
6. Continuous Faculty

Should the School/Division Leader or designate be unable to accumulate a full normal workload from part-time, sessional, conditional probationary, probationary and conditional continuous faculty workloads, they may consider offering the option of voluntary redundancy to continuous faculty within the expertise area of the department under review, according to the termination guidelines provided in Article 9.4.

In determining whether to accept an application for voluntary redundancy the Divisional Leader shall weigh the ability to meet the instructional and Departmental requirements. If these requirements are met, the Divisional Leader may choose one or more of the offers as they see fit.

- (d) In the event of one or more redundancies within the same area of expertise in a department, the Divisional Leader shall consider qualifications in the area of instruction and quality of performance. If these factors are considered by the Divisional Leader to

be relatively equal among two (2) or more Members the decision as to which Member(s) will be declared redundant shall be determined by each Member's relative length of continuous service.

- (e) When a redundancy is determined to be necessary, the Polytechnic will meet with the Association President to inform them. The Polytechnic will share the reasons for the redundancy, the Member(s) affected and the effective date. The Polytechnic will also confirm whether the options outlined below (in Articles 9.2 and 9.3) are applicable.

Should the Polytechnic determine that the redundant Member(s) is (are) appropriate for re-hire in the next academic year, based on consideration of qualifications in the Member's area of instruction, and quality of performance, they will be placed on a continuous status recall list within their former area of instruction or service for a period of twelve (12) months from the effective date the redundancy is declared.

Should the redundant Member accept recall to a normal full continuous workload they will be expected to repay a proportionate amount of their total severance based on the number of months severance they received with respect to their length of time spent on the recall list.

Example: If a Continuous Member with twelve (12) years of service received three (3) months' notice and twelve (12) months' severance pay, and they accept recall to a normal full continuous workload nine (9) months after having received the written notice of redundancy they will have used seven (7) months of severance and would be expected to repay the remaining five (5) months' severance before their recall is approved.

If a Member accepts a sessional or part-time employment contract the Member is not required to repay their severance.

A Member recalled to continuous status within the twelve (12) month recall period will be placed at a Grade and Step equal to or higher than when the Member was last employed in a continuous status.

9.2. Direct Reassignment to Another Position

- (a) The Chief Academic Officer, in their sole discretion, may reassign a redundant Member to another position at the Polytechnic (referred to as the "Reassignment Position").
- (b) In making a decision about such reassignment, the Chief Academic Officer must consider the following:
- the Member's willingness to be reassigned;
 - the qualifications of the Member to teach the Reassignment Position.
- (c) The reassignment of the redundant Member may be to a position then occupied by a Probationary or Sessional Member with the result that the Probationary or Sessional Member's employment or contract will be terminated.
- (d) Should the Chief Academic Officer decide to offer to reassign the redundant Member, they shall do so in writing. The Member may accept the offer in writing within thirty (30) calendar days of receiving the same. Failure of the Member to respond within the aforesaid time period shall be deemed to be a rejection of the offer.

- (e) If the Chief Academic Officer offers to reassign the redundant Member and they accept the reassignment, they shall continue their employment with the Polytechnic as a Continuous Member.
- (f) In the event that the offer is not accepted, this offer shall be deemed to be notice of termination in which case the provisions for termination defined in Article 9.4 shall apply.

9.3. Reassignment Through Professional Development

- (a) If on the recommendation of the Faculty Professional Development Committee and the concurrence of the Chief Academic Officer, a redundant Member could become qualified for a Reassignment Position as a result of the Member undertaking professional development for a period no greater than one (1) year, the Chief Academic Officer, in their sole discretion, may grant to the Member a leave of absence for a period not to exceed one (1) year, for the purpose of undertaking the needed professional development referred to as "Reassignment Leave".
- (b) In the event that the Chief Academic Officer should grant Reassignment Leave to the redundant Member, they shall be paid during the Reassignment Leave an amount of 75% of their salary, said payment to be paid from the Innovation Instruction Trust Fund.
- (c) If the Member successfully completes the Reassignment Leave (and provided that the Reassignment position is still in existence), the Chief Academic Officer shall then offer the Member this position.
- (d) If the Member does not successfully complete the Reassignment Leave, or if the Reassignment position no longer exists, the Chief Academic Officer may then terminate their employment in accordance with the provision of Article 9.4.

9.4. Termination of Redundant Members

In the event that the Chief Academic Officer decides to terminate the employment of a redundant Member, the following provision for notice and/or pay shall apply:

Members will receive at least three (3) months of working notice or pay in lieu of all or part of the three (3) months' notice. In addition, the Member shall receive severance pay in the amount of one (1) month's pay for each full year of service to a maximum of twelve (12) months. On the employment end date the Member will receive, as part of their final pay, payment for all vacation accrued up to the employment end date.

ARTICLE 10 SALARIES

The Members covered by this Agreement shall be paid salaries in accordance with the following grids. As hereinafter provided, educational training and experience shall together determine the annual rate of salary paid to each Member.

10.1. Salary Grids

**Red Deer Polytechnic
Full-Time Faculty Grid
July 1, 2019 - March 31, 2023**

	A	B	C	D	E	F
1	\$76,117	\$72,067	\$68,297	\$60,706	\$52,258	\$60,566
2	\$79,715	\$75,537	\$71,649	\$63,931	\$55,331	\$63,889
3	\$83,304	\$79,007	\$74,998	\$67,174	\$58,372	\$67,210
4	\$86,892	\$82,477	\$78,356	\$70,406	\$61,387	\$70,536
5	\$90,492	\$85,961	\$81,704	\$73,638	\$64,454	\$73,863
6	\$94,913	\$89,422	\$85,060	\$76,868	\$67,504	\$77,188
7	\$97,674	\$92,893	\$88,419	\$80,110	\$70,552	\$80,511
8	\$101,265	\$96,371	\$91,767	\$83,346	\$73,377	\$83,840
9	\$104,860	\$99,843	\$95,129	\$86,570	\$76,311	\$87,163
10	\$109,050	\$103,836	\$98,931	\$90,034	\$79,364	\$90,651
11	\$110,138	\$105,394	\$101,157	\$92,841	\$82,859	\$92,236

**Red Deer Polytechnic
Part-Time Faculty Grid
July 1, 2019 - March 31, 2023**

	A	B	C	D	E	F
1	\$50,989	\$48,274	\$45,752	\$42,824	\$37,065	\$47,249
2	\$53,400	\$50,600	\$47,996	\$44,998	\$39,102	\$49,479
3	\$55,803	\$52,924	\$50,237	\$47,164	\$41,121	\$51,707
4	\$58,206	\$55,250	\$52,488	\$49,327	\$43,175	\$53,933

**Red Deer Polytechnic
Full-Time Faculty Grid
April 1, 2023 - November 30, 2023**

	A	B	C	D	E	F
1	\$77,068	\$72,968	\$69,151	\$61,465	\$52,911	\$61,323
2	\$80,711	\$76,481	\$72,545	\$64,730	\$56,023	\$64,688
3	\$84,345	\$79,995	\$75,935	\$68,014	\$59,102	\$68,050
4	\$87,978	\$83,508	\$79,335	\$71,286	\$62,154	\$71,418
5	\$91,623	\$87,036	\$82,725	\$74,558	\$65,260	\$74,786
6	\$96,099	\$90,540	\$86,123	\$77,829	\$68,348	\$78,153
7	\$98,895	\$94,054	\$89,524	\$81,111	\$71,434	\$81,517
8	\$102,531	\$97,576	\$92,914	\$84,388	\$74,294	\$84,888
9	\$106,171	\$101,091	\$96,318	\$87,652	\$77,265	\$88,253
10	\$110,413	\$105,134	\$100,168	\$91,159	\$80,356	\$91,784
11	\$111,515	\$106,711	\$102,421	\$94,002	\$83,895	\$93,389

**Red Deer Polytechnic
Part-Time Faculty Grid
April 1, 2023 - November 30, 2023**

	A	B	C	D	E	F
1	\$51,626	\$48,877	\$46,324	\$43,359	\$37,528	\$47,840
2	\$54,068	\$51,233	\$48,596	\$45,560	\$39,591	\$50,097
3	\$56,501	\$53,586	\$50,865	\$47,754	\$41,635	\$52,353
4	\$58,934	\$55,941	\$53,144	\$49,944	\$43,715	\$54,607

**Red Deer Polytechnic
Full-Time Faculty Grid
December 1, 2023 - June 30, 2024**

	A	B	C	D	E	F
1	\$78,224	\$74,063	\$70,188	\$62,387	\$53,705	\$62,243
2	\$81,922	\$77,628	\$73,633	\$65,701	\$56,863	\$65,658
3	\$85,610	\$81,195	\$77,074	\$69,034	\$59,989	\$69,071
4	\$89,298	\$84,761	\$80,525	\$72,355	\$63,086	\$72,489
5	\$92,997	\$88,342	\$83,966	\$75,676	\$66,239	\$75,908
6	\$97,540	\$91,898	\$87,415	\$78,996	\$69,373	\$79,325
7	\$100,378	\$95,465	\$90,867	\$82,328	\$72,506	\$82,740
8	\$104,069	\$99,040	\$94,308	\$85,654	\$75,408	\$86,161
9	\$107,764	\$102,607	\$97,763	\$88,967	\$78,424	\$89,577
10	\$112,069	\$106,711	\$101,671	\$92,526	\$81,561	\$93,161
11	\$113,188	\$108,312	\$103,957	\$95,412	\$85,153	\$94,790

**Red Deer Polytechnic
Part-Time Faculty Grid
December 1, 2023 - June 30, 2024**

	A	B	C	D	E	F
1	\$52,400	\$49,610	\$47,019	\$44,009	\$38,091	\$48,558
2	\$54,879	\$52,001	\$49,325	\$46,243	\$40,185	\$50,848
3	\$57,349	\$54,390	\$51,628	\$48,470	\$42,260	\$53,138
4	\$59,818	\$56,780	\$53,941	\$50,693	\$44,371	\$55,426

**Red Deer Polytechnic
Full-Time Faculty Grid
December 1, 2023 - June 30, 2024
(*Apply in February 2024 if Gain Share Formula is Applicable)**

***Gain Sharing Formula:**

Provided that the “Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective December 1, 2023.

“Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada; Stokes Economics; BMO Capital Markets; CIBC World Markets; Laurentian Bank; National Bank; RBC Royal Bank; Scotiabank; TD Bank.

The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each forecasting institution at the time the pay-out determination would be made in February 2024.

	A	B	C	D	E	F
1	\$78,615	\$74,433	\$70,539	\$62,699	\$53,974	\$62,554
2	\$82,332	\$78,016	\$74,001	\$66,030	\$57,147	\$65,986
3	\$86,038	\$81,601	\$77,459	\$69,379	\$60,289	\$69,416
4	\$89,744	\$85,185	\$80,928	\$72,717	\$63,401	\$72,851
5	\$93,462	\$88,784	\$84,386	\$76,054	\$66,570	\$76,288
6	\$98,028	\$92,357	\$87,852	\$79,391	\$69,720	\$79,722
7	\$100,880	\$95,942	\$91,321	\$82,740	\$72,869	\$83,154
8	\$104,589	\$99,535	\$94,780	\$86,082	\$75,785	\$86,592
9	\$108,303	\$103,120	\$98,252	\$89,412	\$78,816	\$90,025
10	\$112,629	\$107,245	\$102,179	\$92,989	\$81,969	\$93,627
11	\$113,754	\$108,854	\$104,477	\$95,889	\$85,579	\$95,264

**Red Deer Polytechnic
Part-Time Faculty Grid
December 1, 2023 - June 30, 2024
(*Apply in February 2024 if Gain Share Formula is Applicable)**

***Gain Sharing Formula:**

Provided that the “Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective December 1, 2023.

“Average of All Private Forecasts for Alberta’s Real GDP” for 2023 Calendar Year would be a simple average of Alberta’s Real GDP for 2023 across the following independent forecasting institutions: Conference Board of Canada; Stokes Economics; BMO Capital Markets; CIBC World Markets; Laurentian Bank; National Bank; RBC Royal Bank; Scotiabank; TD Bank.

The most recent publicly available forecast for Alberta’s Real GDP for 2023 would be sourced from each forecasting institution at the time the pay-out determination would be made in February 2024.

	A	B	C	D	E	F
1	\$52,662	\$49,858	\$47,254	\$44,229	\$38,281	\$48,801
2	\$55,153	\$52,261	\$49,572	\$46,474	\$40,386	\$51,102
3	\$57,636	\$54,662	\$51,886	\$48,712	\$42,471	\$53,404
4	\$60,117	\$57,064	\$54,211	\$50,946	\$44,593	\$55,703

(a) Part-Time Members’ Salaries

In recognition of the scope of Part-Time Members’ instructional and non-instructional responsibilities, the Part-Time Faculty Grid has been created and maintained based on the application of a ratio of 8/12 of the Full-Time Faculty Grid.

Part-Time Member shall be paid a salary based on the Part-Time Faculty grid, such that the number of assigned hours is prorated against:

- 425 hours for Members in all programs whose instructional-hour norm is 450 hours or less or
- the instructional-hour norm for Members in programs whose norm exceeds 450 hours or
- the weekly workload norm for Members under Article 8.3.

For Part-Time Counsellors, Learning Designers and Librarians, the Part-Time Faculty grid is based upon 8/12 of their workload norm annualized over a calendar year, which equates to 1300 hours per year.

(b) Travel Stipend for Part-Time Members

In addition, if Part-Time Members’ assigned worksites are farther than 100 km from their place of residence, then as approved by the Chair or School/Division Leader or designate, they will normally receive the following travel stipend for travel to those worksites:

- \$1000 per term (max of 15 weeks) for one (1) class per week.

- \$2000 per term (max of 15 weeks) for two (2) or more classes per week provided the classes occur on different days of the week.
- A pro-rated amount for terms of less than fifteen (15) weeks.

Part-Time Members are not eligible for any other reimbursement for travel expenses.

10.2. Placement in Grades

The placement of a Member in a grade shall be determined in line with the following academic credentials earned at recognized institutions. All such credentials must be relevant to the person's area of instruction (or service for Counsellors, Librarians and Learning Designers) or involve the acquisition of relevant pedagogic skills:

Grade A	A Doctorate
Grade B	2 Master's Degrees
Grade C	A Master's Degree or LLB Degree
Grade D	A Bachelor's Degree
Grade E	A 2-Year Diploma
Grade F	A Journeyperson's Certificate

(a) Eligibility Criteria for 4.5% Increment

In addition, a Member in any of the above pay grades will have a base salary equal to 4.5% in excess of the amount that the Member would be entitled to as determined by the salary grid chart if they have successfully completed the equivalent of at least one (1) further academic year of credit study, and have achieved an additional credential or designation from a recognized post-secondary institution or recognized professional credentialing body. This study must:

- (i) be relevant to the Member's primary area of instruction (or service for Counsellors, Librarians and Learning Designers), or involve the acquisition of relevant pedagogic skills and,
- (ii) include at least the equivalent of one (1) academic year of study (equivalent to a minimum of 10 courses or 30 credits or 450 hours) that is fully supplementary to (and not subsumed into) the academic work that gave rise to the academic credentials which determined the Member's Grade placement (e.g. if a Member earned a two (2) year diploma and then used these years as the first two (2) years of a Bachelor's degree, the study leading to the diploma would not be eligible for the 4.5% increment).
 - (1) Include formal assessment and transcribed grades
 - (2) Be in a credit program

(b) Eligibility Criteria for a 4.5% Increment (Applicability for Designated Trades)

In addition, a Member in any of the above pay grades will have a base salary equal to 4.5% in excess of the amount the Member would be entitled to as determined by the salary grid chart if the Member has successfully completed an additional trade certificate from a recognized post-secondary institution or recognized professional credentialing body. This study must:

- (i) qualify the Member to instruct in an additional Trade program,
- (ii) be relevant to the Member's primary area of instruction or be an area that the Member has been assigned to instruct in for the duration of one full intake,
- (iii) include at least the equivalent of one (1) year of study (equivalent to a minimum of 15 weeks of training or 450 hours),
- (iv) include formal assessment and transcript grades from the Apprenticeship and Industry Training Board, and
- (v) include relevant work experience and currency within the trade.

In the event the 4.5% Increment is granted, the Polytechnic reserves the right to assign teaching responsibilities to the Member in either or both trades.

The application of these provisions will take effect upon ratification.

- (c) Any Member who, after commencing employment with the Polytechnic, intends to achieve a salary increase, through the 4.5% increment, by pursuing a program of accredited study must have their planned program of studies pre-approved in writing by the School/Division Leader. In making their decision, the School/Division Leader must consult with the Member and the Office of People and Culture. Without pre-approval for the 4.5% increment, a Member will be denied the advance.
- (d) Change of salary shall be effective the date the Member achieved the credential, as witnessed by the date on the official transcript/certificate. If there is no effective date on the official transcript/certificate the effective date will be taken to be the first calendar day of the month following the month in which the credential was completed.

10.3. Placement on Step

- (a) Placement at start of contract

Full-Time Members

Initial step placement on the Full-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the initial placement for Full-Time Members should not normally exceed Step 6.

A Sessional or Replacement Sessional Member who, within seven (7) months of the expiration of a contract, is re-hired to another Sessional or Replacement Sessional contract in the same area of instruction or service may not be placed at a lower step than they were on during their previous contract.

Part-Time Members

Initial step placement on the Part-Time Faculty grid is negotiable and is commensurate with the previous relevant experience of the new Member, although the initial placement for Part-Time Members should not normally exceed Step 2.

A Part-time Member who, within seven (7) months of the expiration of a contract, is re-hired to another Part-time contract in the same area of instruction or service may not be placed at a lower step than they were on during their previous contract.

- (b) After the initial placement on the grid and signing of the contract, a Member's salary shall not be reduced. A Member's step and/or grade shall not be reduced after initial placement on the salary grid except in the case of re-assignment pursuant to Article 9.

10.4. Recognition Payment for Full-Time Members' Scholarly Activity

The Polytechnic will provide \$10,000 each fiscal year to a fund administered by the Faculty Scholarship Recognition Committee, which will distribute this money to Faculty in accordance with terms of reference that the committee establishes and periodically reviews.

10.5. Faculty Evaluation

- (a) All Members shall participate in a faculty evaluation process as outlined in the Faculty Performance Policy.
- (b) The Polytechnic agrees that it shall not amend the Faculty Performance Policy until the Polytechnic has:
 - (i) notified FARDP of its intention to amend the said Policy; and
 - (ii) consulted with FARDP as to the appropriateness of the proposed amendments. [Consultation shall mean a full and frank discussion of the issues involved in the proposed amendments.]
- (c) The Polytechnic and FARDP shall act fairly and reasonably in the administration of evaluations as outlined in the Faculty Performance Policy.
- (d) FARDP agrees that it shall not initiate a grievance on the basis of a purely procedural violation of the Faculty Performance Policy provided that the procedural violation does not substantially affect the Member's rights under the Faculty Performance Policy.

10.6. Advancement of Step

- (a) Probationary/Continuous Members

Upon the recommendation of the School/Division Leader or designate, a Probationary/Continuous Member shall normally be advanced a minimum of one step after the completion of each year of service.

- (b) Term Certain Members

A Term Certain Member shall be eligible for a salary step advance at the commencement of the next contract or the next term (whichever comes first) after having completed a Full-Year Equivalent as specified for their department in Articles 8.2.2, 8.2.3, and 8.3.

In the case where a Member instructs courses in more than one Program, each course will be pro-rated as a percentage of that Program's annual instructional- hour norm, and the Member shall be eligible for a Step Advance when the accumulated total is 100%.

(c) Withholding of Step Advance

A step advance is an indication of satisfactory performance as per the Faculty Performance Policy. It shall not be withheld from a Member unless the following occurs:

- (i) At least 120 calendar days before the date on which the Member is eligible for their next step advance, the School/Division Leader or designate provides the Member with written notice that:
 - Indicates the possible withholding of the upcoming step advance,
 - Identifies any unsatisfactory aspects of their performance, and
 - Provides the Member with 120 calendar days to achieve satisfactory performance in those identified aspects.
- (ii) The School/Division Leader or designate and the Member meet to discuss methods to deal with these identified problems, and the School/Division Leader or designate provides in writing the standards by which satisfactory performance is to be measured (such standards to be consistent with the Faculty Performance Policy).
- (iii) The Member fails to meet the specified standards of satisfactory performance within the specified 120 day period.

10.7. Advancement in Grades

- (a) Any Member who, after commencing employment with the Polytechnic, intends to achieve advancement in grade by pursuing further academic study or continue with academic study initiated before their employment commenced, must seek approval from the School/Division Leader who will determine (and state in writing) whether or not the Member's successful completion of such study will result in a grade advance. The School/Division Leader will base their decision on the relevancy of the proposed study to the Member's area of instruction or service. Without such written pre-approval for a grade advance, a Member will be denied the advance.
- (b) Change of salary shall be effective the date the Member achieved the credential, as witnessed by the date on the official transcript. If there is no effective date on the official transcript the effective date will be taken to be the first calendar day of the month following the month in which the credential was completed. Documentation other than the official transcript will not be accepted, except in cases where no official transcript is issued. In this case, a letter of completion from the registered educational institution will be accepted, with the effective date to be taken as the first calendar day of the month following the month in which the credential was completed.

10.8. Market Supplement

In addition to the salaries that Members are entitled to under the foregoing provisions of Article 10, the Polytechnic may also exercise its discretion to pay additional compensation to address market pressures.

10.9. Direct Deposit

All Members of FARDP will have their pay cheques submitted via direct deposit to their bank account. The Polytechnic will not issue manual cheques.

ARTICLE 11 BENEFITS

11.1. Full-Time Members (Excluding Sessional and Replacement Sessional Members)

- (a) Alberta Health Care is optional. The Polytechnic shall pay 75% of the Alberta Health premiums for Members who choose such coverage. The Member shall pay the remaining 25%.
- (b) The Polytechnic shall make available a Life Insurance Plan and an Accidental Death and Dismemberment (AD&D) Plan. Membership in these Plans is optional, except where such coverage is not available due to age restrictions established by the Polytechnic's insurance carrier. If the Member chooses coverage in these plans, they must participate in both of them, and they must take on the same coverage (i.e.: 2 x or 3x salary) in both of them. The premiums shall be shared by the Polytechnic and the Member as follows:

	Member Pays	Polytechnic Pays
Life Insurance with a benefit of 2 x Member's Salary	25%	75%
AD&D with a benefit of 2 x Member's Salary		
Life Insurance with a benefit of 3 x Member's Salary	50%	50%
AD&D with a benefit of 3 x Member's Salary		

- (c) The Polytechnic shall make available an Extended Health Care Plan. Each Member must enroll in this plan unless they are covered by a spouse's plan. The Polytechnic shall pay 75% of the Extended Health Care premium for Members who choose such coverage. The Member shall pay the remaining 25%.
- (d) The Polytechnic shall make available a Dental Plan. Each Member must enroll in this plan unless they are covered by a spouse's plan. The Polytechnic shall pay 75% of the Dental premium for Member's who choose such coverage. The Member shall pay the remaining 25%.
- (e) The Polytechnic shall make available a Long-Term Disability Plan. Eligible Members must enroll in this plan after twelve (12) months of employment at the Polytechnic. The Member shall pay 100% of the premium as the benefits (when eligible) are non-taxable.
- (f) Membership in the Local Authorities Pension Plan (LAPP) is mandatory after a waiting period of twelve (12) months of employment at the Polytechnic. LAPP will be administered as per the guidelines provided by Alberta Pensions Administration.

11.2. Sessional and Replacement Sessional Members

- (a) Sessional and Replacement Sessional Members shall have the same benefits as other Full-Time Members, except that membership in LAPP after twelve (12) months' employment is optional for the Member.
- (b) If a Sessional or Replacement Sessional Member with less than twelve (12) months of employment with the Polytechnic is offered a subsequent Sessional Contract, they must

pay the employee and employer portion of the premiums for Alberta Health, Extended Health, Dental, Life Insurance, Long-Term Disability (recognizing there is currently no employer share of this premium) and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Office of People and Culture.

- (c) If a Sessional or Replacement Sessional Member with twelve (12) months or more of employment with the Polytechnic is offered a subsequent Sessional Contract, they must pay the employee portion (and the Polytechnic shall pay the employer portion) of the premiums for Alberta Health, Extended Health, Dental, Life Insurance, Long-Term Disability (recognizing there is currently no employer share of this premium) and AD&D for the interim period between Contracts. Arrangements for Members to pay these premiums shall be made through the Office of People and Culture.

11.3. Continuous Part-Time Members

Continuous Part-Time Members shall have the same benefits as Full-Time Members. Premium and Benefits for Alberta Health, Extended Health, and Dental will be equivalent to those of Full-Time Members. Premiums and Benefits for Life Insurance, AD&D, and Long-Term Disability will be based on the Part-Time salary the Member is earning. LAPP premiums and benefits are normally based on the Member's Part-Time salary; however, some flexibility exists within the plan. Members would need to consult with the Office of People and Culture for specific options and details.

11.4. Part-Time Members

Part-Time Members will receive an amount equal to 14% of their salaries in lieu of benefits and vacation pay.

11.5. Payment of Premiums

The Polytechnic shall deduct the monthly premiums from the salary of any Member enrolled in the above Plans, and shall remit same to the appropriate benefit carrier.

11.6. Cessation of Coverage

All coverage (except Alberta Health Care which continues to the end of the month in which the resignation or dismissal occurs) under this article ceases on the date of resignation or dismissal.

11.7. Liability Insurance for all Members

The Polytechnic shall acquire and maintain comprehensive general liability insurance in amounts which are reasonable under the circumstances, said insurance to insure each Member while performing their duties in accordance with the requirements of the Polytechnic.

Where Members undertake activities at the request of the Polytechnic in the course of their employment, acting in good faith and within the scope of their authority, then the Polytechnic will indemnify the Faculty Members in respect of any claims that might be made against them personally as a result of their acting in this fashion.

A Member who is facing any legal or quasi-legal action arising from the performance of their work-related duties and who perceives that they need legal counsel may apply directly to the

Polytechnic President to have the Polytechnic provide such counsel. The Polytechnic President's decision on whether or not to provide the requested legal counsel is final and non-grievable.

11.8. Changes to Benefit Plans

If the Association or Polytechnic wishes to propose changes to any of the components of any of the above Plans, such proposals must be presented to the Benefits Advisory Committee for its consideration and resolution in line with its Terms of Reference.

ARTICLE 12 VACATIONS

12.1. Holidays

Members covered by this Agreement shall be entitled to the following Holidays:

New Year's Day Alberta Family Day Good Friday Victoria Day Canada Day Civic Holiday in August	Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day
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and any other day designated as a statutory holiday by the Lieutenant Governor or Governor General in Council.

In addition to the general holidays outlined above, Members covered by this Collective Agreement shall receive paid general holidays between Boxing Day and New Year's Day.

12.2. Vacation Entitlement

- a) Probationary/Continuous Members shall be entitled to forty-five (45) working days vacation annually, pro-rated based on date of hire with a minimum of thirty-five (35) of those days as uninterrupted vacation (unless the Member chooses to waive such entitlement). Members will not be required to take any days as vacation on days that the Polytechnic is closed. Members who resign employment prior to the completion of a year's employment shall be granted accrued vacation, less any vacation taken, up to and including the last day of employment.

If the Polytechnic required the services of a Probationary/Continuous Member during their vacation period, and if the Member agrees, then

- (i) they may choose to be paid 1/12 of their annual salary for an entire month's work, or on a pro-rata basis for less than a month's work. This pay shall be in addition to their regular salary for that period for which they forfeited their vacation, or
- (ii) they may choose to have that portion of their vacation added to the following year's vacation. Normally, Continuous Members may carry only ten (10) days of vacation from one year to the next. Exceptions must be approved by the School/Division Leader or designate.

Probationary Members shall be expected to take their annual vacation within each twelve (12) months of service.

- b) Replacement Sessional Members holding appointments of twelve (12) months or longer shall be entitled to forty-five (45) working days vacation per full twelve (12) month period. For each additional month's service, the Member shall be paid 8% of their gross salary in lieu of vacation entitlement. This shall be included on each month's pay cheque.
- c) Sessional Members and Replacement Sessional Members holding appointments of less than twelve (12) months are not entitled to any vacation but shall be given an amount equal to 8% of their gross salary. This shall be included on each pay cheque.
- d) Part-Time Members shall receive a total of 14% of their gross salary in lieu of vacation entitlement and all other benefits. This shall be included on each pay cheque.
- e) Where a Member on vacation
 - Verifies a period of hospitalization or
 - Qualifies for Compassionate Leave

the period of vacation that has been displaced shall be restored to the vacation entitlement, available for use at a later date.

All vacation taken requires the prior written approval of the School/Division Leader or designate.

ARTICLE 13 LEAVES FROM POLYTECHNIC

13.1. Casual Sickness

"Casual sickness" refers to a period of up to five (5) consecutive working days during which a Member is absent from assigned duties because of illness or injury. The Polytechnic may, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted.

A Full-Time Member shall be eligible for a maximum of twenty (20) days of Casual Sickness Leave each academic year without loss of salary, benefits, or vacation entitlement, pro-rated in the first year, based upon their commencement date in the academic year. For a Part-Time and a Continuous Part-Time Member, the maximum allowable days per year shall be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year, and based upon their commencement date in the academic year. Any days that are lost to illness or injury beyond the allowable number of days (and that do not constitute allowable Short-Term Disability Leave) shall result in a deduction from the Member's salary.

Up to three (3) of these twenty (20) eligible days for Casual Sickness Leave in any fiscal year may be used without loss of pay or benefits in the event of illness or hospitalization of an immediate family member including parent, spouse (including common-law and same-gender partner), child, or others, where arrangements or care cannot be provided by another family member and the Member is the primary caregiver.

Casual Sickness Leave does not carry over to ensuing years.

13.2. Short-Term Disability Leave

Short-Term Disability Leave refers to a period of at least six (6) consecutive working days and no more than ninety (90) consecutive calendar days during which a Member is absent from assigned teaching and non-teaching duties because of illness or injury, and that absence preceded the start of approved vacation leave. A Member on such leave does not incur any loss of salary or benefits or vacation entitlement. The Polytechnic will, at its own expense, request that the Member provide a medical certificate dealing with the Member's ability to perform their responsibilities and certifying that any such absence is medically warranted. Members will maintain contact with the Health, Safety and Wellness Centre during their short-term disability leave.

A Continuous Member shall be eligible for a maximum of ninety (90) consecutive calendar days of Short-Term Disability Leave each fiscal year.

A Probationary Member shall be eligible for seven and one half (7.5) calendar days of Short-Term Disability Leave after the completion of each month of the first twelve (12) months of employment with the Polytechnic. After the first twelve (12) month period, the Member shall be eligible for a maximum of ninety (90) consecutive calendar days each fiscal year.

A Continuous Part-Time Member shall be eligible for a maximum of ninety (90) consecutive calendar days of Short-Term Disability Leave each fiscal year, during which time their salary will be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year.

A Sessional or Replacement Sessional Member shall be eligible for seven and one half (7.5) calendar days of Short-Term Disability Leave after the completion of each month of the first twelve (12) months of employment with the Polytechnic. After this twelve (12) month period, the Member is eligible for a maximum of ninety (90) consecutive days of such leave each fiscal year, regardless of the number of months completed in any one Contract. The period of leave may not extend beyond the date on which the Member's Contract ends.

A Part-Time Member shall not be eligible for Short-Term Disability Leave.

Short-Term Disability Leave does not carry over to ensuing years.

Members on Short-Term Disability Leave are not eligible for participation in Polytechnic based instructional or non-instructional (including professional development) activities without the approval of the Health, Safety and Wellness Centre and the School/Division Leader or designate.

In the event that a Member returns to work on a modified basis while still under Short-Term Disability Leave, the date at which the Member's Short-Term Disability expires will be extended by the number of days or partial days the Member works until such time that the Member reaches their maximum entitlement, as is specified above.

13.3. Long-Term Disability Leave

Membership in this Plan is mandatory for all Full-Time Members who have completed twelve (12) months of service, except where such coverage is not available due to age restrictions or other qualifying criteria established by the Polytechnic's insurance carrier. For Members whose disability leave may extend beyond the short-term disability period, and who may be eligible for

Long-Term Disability Benefits, the Health, Safety and Wellness Centre will send Members the required forms and expectations of the Member to apply for Long-Term Disability Benefits. The Member must contact the Health, Safety and Wellness Centre no later than fifty (50) days prior to the expiry of their Short-Term Disability Leave to ensure timely application for Long-Term Disability Benefits.

A Member who is not granted Long-Term Disability Benefits by the carrier and who is unable to resume their assigned duties after the expiration of any Short-Term Disability Leave will have their employment terminated unless they are granted a Leave of Absence Without Pay. In circumstances where a Member has not been granted Long-Term Disability Benefits, the Member will need to have filed an appeal of the decision by the insurance carrier prior to any decision regarding termination being rendered. The Member will not be terminated until a decision is rendered regarding the appeal by the insurance carrier.

A Member who is granted Long-Term Disability Benefits by the carrier shall be given Long-Term Disability Leave for as long as they are receiving such benefits, up to a maximum of two (2) consecutive calendar years. Disability benefits will be administered by the carrier during this leave, and the Member shall receive no salary or vacation or professional development entitlement. A Member whom the insurance carrier has deemed fit to their same job within two (2) years of the commencement of this leave shall be given the same or similar position that was held before the leave. A Member who does not return from this leave within two (2) years of its commencement or who chooses not to return after being deemed fit to return within two (2) years shall have their employment with the Polytechnic terminated at the expiry of the two (2) consecutive years. In circumstances where a Member cannot return to any occupation, as determined by Long-Term Disability, then the Member's employment may be terminated.

The Association will be notified of the termination of employment of any Members under this Article.

A Member on Long-Term Disability Leave shall pay:

- 100% of the benefit premiums for Alberta Health Care, Extended Health Care, and Dental Care.
- Their portion of LAPP premiums as per the contribution rates set by the Local Authorities Pension Plan.
- Payment will be due to the Benefits Department, People and Culture on the last working date of the month for the preceding month's coverage.
- No portion of the premiums for life insurance, long-term disability, and accidental death and dismemberment as they are waived once a Member is approved to receive long-term disability benefits.

A Member whom the Insurance carrier has deemed fit to work with restrictions shall contact the Health, Safety and Wellness Centre to determine modified work arrangements, at least two (2) weeks prior to their anticipated return date.

13.4. Maternity and Parental Leave

Article 13.4 is subject to the Alberta Employment Standards Code.

13.1.1. Eligibility

Members are eligible for Maternity Leave and Parental Leave according to the Alberta *Employment Standards Code*.

- 13.1.2.** Maternity or Parental Leave shall be granted by the Polytechnic, upon written application to the Chief Human Resources Officer, to all Members eligible under the provisions of the Alberta *Employment Standards Code* in effect at the time of application. This leave shall be without pay.
- 13.1.3.** Such leave shall be applied for not less than five (5) months prior to the estimated date of delivery or adoption. This application shall specify the estimated date of delivery or adoption.
- 13.1.4.** A Member on Maternity or Parental Leave shall be reinstated to their same position or provided with alternate work of a comparable nature at the same rate of pay upon returning to the Polytechnic.
- 13.1.5.** A birth mother who is a Continuous, Probationary, Conditional Probationary, or Conditional Continuous Member shall be eligible for a combination of Maternity and Parental Leave in accordance with the provisions of the relevant legislation.

A birth mother who is a Continuous Part-Time Member shall be eligible for a combination of Maternity and Parental Leave in accordance with the provisions of the relevant legislation and Article 19 Continuous Part-Time Members.

A birth mother who is a Sessional, Replacement Sessional, or Part-Time Member shall be eligible for a combination of Maternity and Parental Leave in accordance with the provisions of the relevant legislation up to the expiry of their current contract. They will not be eligible for the provisions of 13.4.4.

Other parents and/or adoptive parents will be eligible for unpaid, job-protected Parental Leave. If both parents are Members, Parental Leave may be taken by one parent or shared between them in accordance with the provisions of the relevant legislation.

The Alberta *Employment Standards Code* includes timelines for commencement of Maternity Leave and completion of Parental Leave.

Where possible, a Maternity or Parental Leave will commence at the beginning or end of an academic term in order to support continuity for students. In order to achieve this, the School/Division Leader or designate may assign, in consultation with the Member, alternate teaching/non-teaching responsibilities to a Member during a period of up to twelve (12) weeks preceding the leave date requested by the Member based on the estimated date of delivery or adoption placement. Alternatively, the School/Division Leader or designate may place the Member on a paid leave of absence for said period. In either case, the Member shall not suffer any loss of salary or benefits during the period prior to the leave date requested by the Member based on the estimated date of delivery or adoption placement.

- 13.1.6.** During a period of a Maternity Leave in which the Member is medically unable to work, the Polytechnic will provide Supplemental Unemployment Benefits (as per the SUB plan contained in Appendix B) and pay the Polytechnic portion of benefit premiums, providing that the Employee submits a medical certificate acceptable to the Polytechnic to support the absence on medical grounds.
- 13.1.7.** Where a medical certificate is provided, stating that a longer period of leave is required due to complications relating to pregnancy, the Chief Human Resources Officer shall extend the leave up to a maximum of eighteen (18) months.

- 13.1.8.** If a medical certificate is required for the Member to return from leave to regular employment, the certificate will be obtained at the expense of the Polytechnic.
- 13.1.9.** Whenever a Member is absent for more than the approved leave period on Maternity or Parental Leave and where the Chief Human Resources Officer has not extended the leave period, the Member shall automatically be deemed to have resigned employment when the period expires.
- 13.1.10.** A Member who wishes to return to work from Maternity or Parental Leave or who wishes to resign while on leave, shall provide the Polytechnic with one (1) month's written notice of such intention.
- 13.1.11.** A Member may, subject to Polytechnic approval, carry over up to one half (0.5) of their outstanding vacation entitlement to be utilized following their return from Maternity or Parental Leave.
- 13.1.12.** During the period of time during which the Member is entitled to SUB benefits (see Article 13.4.6) the Member shall accrue service towards earning an increment and vacation time. During the remaining time while on leave the Member will be required to maintain Long-Term Disability, Dental and Extended Health benefits at full cost.

13.5. Compassionate Leave

A Member shall be granted up to five (5) consecutive work days' leave, without loss of salary, benefits or vacation entitlement, in the case of death or critical illness of a parent, spouse (including common-law or same gender partner), sibling, child, in-law, fiancée, grandchild or grandparent. In recognition that compassionate leave is based on individual circumstances, the School/Division Leader or designate in consultation with the Chief Human Resources Officer may, upon request, grant additional compassionate leave with pay. Additional Leave or leave in the case of the death of other close relatives, may be granted without pay, and for such period of time as in the discretion of the School/Division Leader or designate may be deemed feasible. Requests are to be made to the School/Division Leader or designate.

Applicable compassionate care benefits may be accessed under the provisions of the Employment Insurance Regulations in effect at the time.

13.6. Leave of Absence Without Pay

The Polytechnic may grant a Member a Leave of Absence from assigned duties without pay. Such leave is normally for a duration of at least one (1) term and a maximum of two (2) years. To be considered for such leave, the Member must apply in writing to the Chief Human Resources Officer no less than four (4) months before the start of the proposed leave. When the request can be accommodated with less notice, such requests will not be unreasonably denied. The Chief Human Resources Officer after consultation with the School/Division Leader or designate shall, within six (6) weeks of receiving the application, advise the Member in writing of the decision.

Should the Member be hired to teach Part-Time at the Polytechnic during this leave, they shall enter into a separate contract with the Polytechnic.

A Member granted Leave of Absence Without Pay shall obtain a position on their return. The period during which a person is on such leave shall not count toward their Years of Service or vacation entitlement or eligibility for a step advance on the salary grid.

A Member on Leave of Absence Without Pay must continue to be enrolled in all Benefit Plans in which they had previously been enrolled. The Member shall pay 100% of the premiums while on this leave.

13.7. Deferred Salary Leave

13.1.13. Subject to the approval of Administration, a Continuous Member may participate in a deferred salary leave plan. The Polytechnic shall administer the plan in accordance to the plan document dated January 1992 and revised from time to time.

13.1.14. Administration shall allow a maximum of 10% of all Continuous Members to go on Deferred Salary Leave at any time.

13.1.15. The provisions of the Collective Agreement shall not apply during deferred salary leave, except that the Member may choose at their own cost, to continue benefits that are applicable, subject to the contract between the Polytechnic and the carrier of such benefits.

13.1.16. A Member granted a deferred salary leave shall obtain a position on their return. The period during which a person is on leave shall not count toward their Years of Service or toward their earning of a Step advance.

13.8. Evaluation on Leave of Absence

No persons covered by this Agreement shall have their performance evaluated while on a Maternity, Parental, Deferred Salary, or Leave of Absence without pay. Probationary Members on a leave without pay will have their probationary period extended. Members on Sabbatical Leave shall adhere to any evaluative or reporting requirements stipulated by the Faculty PD Committee.

13.9. Rehabilitation Leave

- a) In the event that a Member, in the opinion of the School/Division Leader or designate, and in consultation with the Health, Safety and Wellness Centre, is abusing alcohol or drugs or is otherwise engaged in addictive behavior detrimental to the performance of their duties, the School/Division Leader or designate shall advise that Member in writing of their opinion and may, at the expense of the Polytechnic, direct the Member to undergo an examination by a professional who is experienced in the diagnosis and treatment of the addictive behavior. This professional is to be appointed by the Manager, Health, Safety and Wellness.
- b) A Member directed by the School/Division Leader or designate to undergo examination shall be granted leave with pay to attend the examination.
- c) If the designated professional confirms that the Member is abusing alcohol and/or drugs or is engaging in other addictive behavior, the School/Division Leader or designate may direct that Member to undertake and/or attend a treatment and rehabilitation program (the "Rehabilitation Program") approved by the Polytechnic. The Rehabilitation Program may be either or both of the following:

- (i) Out-Patient: being a Rehabilitation Program that requires the Member to attend counseling and other treatments while attending to the Member's employment duties;
 - (ii) In-Patient: being a Rehabilitation Program that will require the Member to be absent from their employment duties.
- d) In those instances where the Rehabilitation Program is on an Out-Patient basis, the Polytechnic, where necessary for the Member to undergo the Program, will grant such daily (or part thereof) leaves as are reasonably required, without loss of salary or benefits.
- e) In those instances where the Rehabilitation Program is on an In-Patient basis, the Polytechnic shall grant a leave to the Member for the purpose of undergoing the Rehabilitation Program, not to exceed forty (40) calendar days, hereinafter referred to as "Rehabilitation Leave."
- f) During the initial Rehabilitation Leave, the Member shall receive their salary and other benefits as provided for by this Agreement.
- g) In the event that a Member is required to undertake a second (or more) Rehabilitation Leave, the Member shall not receive their salary or other benefits during the second or subsequent Rehabilitation Leaves. On the second or subsequent Rehabilitation Leave, the Member shall, upon payment of the premium during the term of the leave, be eligible for all health care insurance benefits as set out in Article 11. The term of the second or subsequent Rehabilitation Leaves shall not count towards years of service or towards earning of an increment.
- h) Where the Member refuses to submit to examination by the Doctor, and/or refuses to undergo a Rehabilitation Program, or has previously undergone a Rehabilitation Program, the Polytechnic reserves the right to invoke disciplinary measures that are consistent with the provisions of Article 17 and rights to grievance as outlined in Article 18.
- i) Notwithstanding the foregoing provisions of this Article 13.9, the Polytechnic, in all instances, reserves the right to invoke disciplinary measures for conduct or actions of a Member arising from the addictive behavior, such measures to be consistent with the provisions of Article 17 and rights to grievance as outlined in Article 18.

ARTICLE 14 PROFESSIONAL DEVELOPMENT

14.1. Professional Development Allocation

In any fiscal year, the Polytechnic shall make provision in its budget for professional development in an amount equal to 5% of the total amount of faculty salaries for the purpose of providing Members with viable short and long-term professional development programs, workshops, professional leaves and other projects deemed by the Faculty Professional Development Committee to be worthwhile. This fund shall be known as the "Professional Development Fund". This provision shall not be eligible for carryover into subsequent fiscal years.

14.2. Professional Development Fund

The Professional Development Fund shall be administered by the Faculty Professional Development Committee.

14.3. Sabbatical Leaves

Only Continuous Members are eligible for Sabbatical Leaves.

- a) The amount of the Professional Development Fund specified in Article 14.1 to be spent on sabbatical leaves in any fiscal year shall be determined by the Faculty Professional Development Committee and not exceed 50% of the total fund. In determining the funds available for sabbatical leaves, the calculation shall be based on total professional development funds less 5% of the salaries of Members instructing in Trades and Technology Programs identified by the Apprenticeship and Industry Training Act.
- b) A Member shall submit to the Chief Academic Officer, no later than January 15 of the year in which they wish to commence their leave, an application in which they delineate a program which will be used to the advantage of the Polytechnic. This application shall be considered by the Faculty Professional Development Committee and this Committee shall make a recommendation to the Chief Academic Officer, who shall inform the applicant of the decision no later than March 1.

In the event the Member will be developing Intellectual Property during the course of their Sabbatical Leave, the Member may be required to complete an Intellectual Property Agreement in accordance with the Policy on Intellectual Property.

- c) During a sabbatical leave of more than six (6) months, the Member shall receive normal benefits and the salary shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) 35% of salary after four (4) years of service to the Polytechnic;
 - (ii) 55% of salary after five (5) years of service to the Polytechnic;
 - (iii) 75% of salary after six (6) years of service to the Polytechnic.
- d) During a sabbatical leave of six (6) months or less, the Member shall receive normal benefits and the salary shall be calculated at the following rate, pro-rated on a monthly basis.
 - (i) 40% after four (4) years of service to the Polytechnic;
 - (ii) 60% after five (5) years of service to the Polytechnic;
 - (iii) 80% after six (6) years of service to the Polytechnic.
- e) In addition to the above pro-rated reductions of salaries, a Continuous Part-Time Member will receive a further pro-rated reduction that accords with the proportion of workload carried during the academic year in which they apply for the sabbatical. (For example, a person who is eligible for a 75%-salary sabbatical but who is carrying a 60% workload in the year they apply would receive a 45% salary [.60 x 0.75] during the sabbatical.)
- f) Unless otherwise approved, such leave shall be of a duration of twelve (12) months or less and the salary calculated pursuant to Article 14.3(c) and (d), or a proportionate part thereof, shall be paid monthly during the term of the leave.

- g) If the Polytechnic authorizes a sabbatical leave for a Member, it has an obligation to ensure that a position is made available on their return on the understanding that all relevant clauses of the Collective Agreement remain in effect during their absence.
- h) A Member who has been on sabbatical leave shall return to the Polytechnic and complete an assigned workload equivalent to that which they would have borne had they not been on sabbatical. In the case of a returning Continuous Part-Time Member, the amount that they would have borne shall be calculated based on the partial assigned workload carried during the academic year in which they applied for the sabbatical. In either of the above cases, the required "return-service obligation" will normally be fulfilled during the academic year in which the Member returns, but it may be carried over a maximum of two (2) years on approval by the School/Division Leader or designate.
- i) A Member not returning to the Polytechnic from a sabbatical leave or who otherwise fails to meet the return service obligation described in (h) above shall reimburse the Professional Development Fund within six (6) months of the conclusion of the sabbatical leave, for any monies paid to them by the Polytechnic during the sabbatical leave. Any negotiation of the nature or method of this repayment must be done to the satisfaction of the Faculty Professional Development Committee and the Chief Financial Officer.
- j) In order to qualify for a subsequent sabbatical, a Member must have been continuously employed by the Polytechnic since the previous sabbatical. Salary and benefits will be calculated as per the criteria listed in (c), (d), and (e) above, where "years of service" in this case refer to years of service since the completion of the previous sabbatical. For this clause only, a year of employment by a Continuous Part-time Member will be considered to be a year of service.
- k) Members who had Sessional or Replacement Sessional contracts prior to achieving Continuous status, shall be allowed to count each Sessional or Replacement Sessional contract as a year of service for the purpose of determining eligibility for a sabbatical leave.

14.4. Apprenticeship and Trades Professional Development

The Professional Development Committee of the Trades and Technology programs identified by the Apprenticeship and Industry Training Act, for the purposes of professional development activities of instructional staff, shall receive a budget equal to 5% of the total salaries of the Members instructing in the Trades and Technology programs identified by the Apprenticeship and Industry Training Act less a pro-rated contribution to Polytechnic wide professional development activities for faculty (as determined by the Faculty Professional Development Committee). This budget to be allocated from the fund herein before mentioned in Article 14.1.

ARTICLE 15 TUITION FREE WAIVER

Each Full-Time Member and each person of their immediate family (as defined below) shall be entitled to a reduction in tuition costs when enrolling in any of the Polytechnic's Trades and credit courses subject to the following conditions.

- a) a maximum tuition reduction equal to the current student tuition cost of three (3) credits for each term that the Member is employed up to a maximum of three (3) terms in any one (1) calendar year;
- b) the Polytechnic shall not be responsible for the costs of supplies, materials or other direct costs, if any, that are required for the Course; and
- c) the Member must use the tuition reduction while actively employed at the Polytechnic and within the same taxation year as eligible; and
- d) the course is not waitlisted. In the event the course has a waitlist, the student will be required to pay the relevant tuition fees if they wish to remain in the course.

Each Part-Time Member or a person of their immediate family (as defined below) shall be entitled to one course per term, subject to the conditions described above.

A family member includes a Member's biological or adopted child, spouse, spouse's biological or adopted child, common-law or same-gender partner, and child of such partner.

ARTICLE 16 NOTICE OF RESIGNATION

When voluntarily resigning from the Polytechnic, a Member is expected to give adequate written notice to the Polytechnic.

For Conditional Continuous and Continuous Members, adequate notice shall consist of no less than four (4) months' notice in writing prior to the normal end dates of employment which are either June 30th or December 31st.

For Conditional Probationary and Probationary Members, adequate notice shall consist of no less than three (3) months' notice in writing prior to the normal end dates of employment which are either June 30th or December 31st.

For Sessional and Replacement Sessional Members, adequate notice shall consist of no less than one (1) month's notice in writing with the resignation normally occurring at the end of an academic term.

If adequate written notice is given the Member has the right to engage in professional development activities and other employment-related activities until the employment end-date without using any vacation time (if eligible, as per Article 12.2 (a)). In this case the Member will receive all accrued vacation pay as part of their final pay.

If the Member does not give adequate written notice (as outlined above) of a planned resignation the Polytechnic may require the Member to begin using their earned vacation time prior to the employment end date.

In extenuating circumstances, a Member, their School/Division Leader or designate and the Chief Human Resources Officer may mutually agree on resignation conditions (such as end-dates, professional development activities and vacation use) different from the above.

Prior to or on their last day of employment with the Polytechnic, the exiting Member is required to complete an exit checklist and return all property owned and/or issued by the Polytechnic.

ARTICLE 17 DISCIPLINE

17.1. General

- (a) Both parties agree that Members shall only be disciplined for just cause.
- (b) The objective of discipline is to be corrective. As such, the progressive discipline process in Article 17.2 shall be followed where an appropriate response is taken in accordance with the seriousness of the established conduct up to and including dismissal.
- (c) The Polytechnic is responsible for clearly communicating to Members their responsibility to follow all Polytechnic policies, rules, and standards and for identifying potential consequences of non-compliance.
- (d) A Member shall have the right to an Association Representative present at any meeting when discipline is, or may be, issued to a Member.
- (e) In investigating more serious allegations of misconduct, the Polytechnic may place a Member on a paid leave of absence pending the outcome of the investigation. Prior to placing the Member on the paid leave of absence, the Polytechnic must meet with the Member and the Association Representative to provide written documentation outlining reasons for the leave and the expected duration. This is an administrative leave and is not disciplinary in nature.

17.2. Discipline Process

- (f) Any disciplinary action shall be taken within fourteen (14) calendar days from when the School/Division Leader or designate is provided with the findings of the investigation into the alleged misconduct. This time limit may be extended in writing by mutual agreement between the Polytechnic and Association.

- (g) **Letter of Reprimand**

A letter of reprimand shall contain a clear statement of the reasons for taking action, be clearly identified as a disciplinary measure and present expectations or instructions to resolve or correct the problem. A reprimand brings the problem to the attention of the Member and emphasizes the seriousness of the situation. It shall remind the Member that subsequent misconduct of similar nature may be grounds for further discipline, including suspension or dismissal.

The Member has the right to add a written comment to a Letter of Reprimand. Once the Member has completed any required action, the School/Division Leader or designate will attach to the Letter of Reprimand a note indicating this completion, a copy of which will be given to the Member.

- (h) **Suspension Without Pay**

A Member who is placed on a Suspension Without Pay shall be advised in writing of the reasons for being placed on suspension, the effective date of the suspension, and the length of the suspension period. The written notice of suspension shall clearly identify that subsequent misconduct of similar nature may be grounds for another suspension or dismissal. During the suspension without pay, the Member will not engage in Polytechnic-related responsibilities and may not be present on campus without receiving prior approval from the Manager of Security and

Emergency Response, in consultation with the School/Division Leader or designate. At the expiration of the suspension, the Member will return to regular duties.

(i) **Dismissal with Just Cause**

A Member who is terminated for just cause shall be given written notice of the reason(s) for the dismissal. The Notice of Dismissal for Just Cause will, whenever possible, be presented to the Member in a meeting with an Association Representative present.

17.3. Employee Files and Notices of Discipline

- (a) A copy of any notices of discipline must be placed on the Member's file in the Office of People and Culture and a copy must be forwarded to the Association within fourteen (14) calendar days of being issued.
- (b) For any disciplinary documentation to be used by the Polytechnic, the Member must be aware of the documentation and it must have been placed on the file in the Office of People and Culture, which Members may access at their request.
- (c) Upon written request from a Member, any disciplinary notices issued to the Member shall be removed from their file in the Office of People and Culture after a period of two (2) years provided that no subsequent allegation of similar misconduct has been confirmed or is under investigation, and the discipline is not the subject of the grievance.

17.4. Dismissal with Just Cause of a Non-Continuous Member

A School/Division Leader or designate may meet with a Non-Continuous Member and issue them a Notice of Dismissal with Just Cause if the School/Division Leader or designate determines that the Member has engaged in:

- a recurrence of the same or similar past misconduct for which a Letter of Reprimand or Suspension Without Pay exists in the Member's personnel file, or
- misconduct that warrants immediate dismissal.

The Notice of Dismissal with Just Cause will identify the reasons for the dismissal and the evidence on which the reasons are based.

The President of the Association or designate must be present at the meeting at which the Member is given the Notice of Dismissal with Just Cause.

The dismissal will commence on the day the Notice of Dismissal with Just Cause is hand-delivered to the Member.

The School/Division Leader or designate, in consultation with the Manager, Security and Emergency Response, may limit or deny the Member's presence on Campus.

17.5. Dismissal with Just Cause of a Continuous Member

A School/Division Leader or designate may meet with a Continuous Member and issue them a Notice of Dismissal with Just Cause if the School/Division Leader or designate determines that the Member has engaged in:

- a recurrence of the same or similar past misconduct for which a Letter of Reprimand or Suspension Without Pay exists in the Member's personnel file, or
- misconduct that warrants immediate dismissal, or
- unsuccessful attempts to remediate any failure to meet the professional expectations for Faculty at Red Deer Polytechnic as stipulated in the Faculty Performance Policy.

The Notice of Dismissal with Just Cause will identify the reasons for the dismissal and the evidence on which the reasons are based. It will also specify the Member's right to appeal the Notice.

The President of the Association or designate must be present at the meeting at which the Member is given the Notice of Dismissal with Just Cause.

The School/Division Leader or designate, in consultation with the Manager, Security and Emergency Response, may limit or deny the Member's presence on Campus. Any such restriction from campus will continue to be in force even if the Member subsequently appeals the Notice of Dismissal with Just Cause.

17.6. Appeal of Notice of Dismissal with Just Cause

All disciplinary matters shall be subject to Article 18: Dispute and Grievance Procedure.

ARTICLE 18 DISPUTE AND GRIEVANCE PROCEDURE

18.1. Purpose

In an effort to maintain positive relations and enhance the work and learning environment, the parties agree to the following dispute resolution process to address any differences related to the application, interpretation, or alleged violation of this Agreement. This includes any question as to whether the dispute is arbitrable.

The Polytechnic and the Association agree that the Dispute Resolution Process serves to resolve disputes and grievances at the lowest possible step with a positive solution and in an expedited manner. Key principles include to:

- (a) Promote respectful, open, and constructive dialogue between the people affected;
- (b) Focus on problem solving that considers the interests and accountabilities of all parties involved; and
- (c) Minimize the time and costs in resolving disputes.

18.2. Grievance Defined

- (a) The Individual Member Grievance: A Member grievance is initiated by the Association on behalf of an individual Member.
- (b) Group Member Grievance: A Group Member grievance is initiated by the Association on behalf of a group of Members similarly affected.
- (c) Association Grievance: An Association Grievance is initiated by the Association based on a dispute directly with the Polytechnic. Such grievance shall not include any matter upon which a Member would be personally entitled to grieve, and the regular Grievance Procedure shall not be bypassed.
- (d) Polytechnic Grievance: A Polytechnic Grievance is initiated by the Polytechnic based on a dispute directly with the Association.

18.3. Definition of Time Periods

- (a) Time periods specified in this Article are mandatory unless extended by mutual agreement in writing. For the purposes of this Article, periods of time referred to in days shall be consecutive calendar days.
- (b) A grievance not presented within twenty-one (21) calendar days from the date that the grievor (Member(s), Association, or Polytechnic) first became aware of, or reasonably should have become aware of, the actions or decisions that gave rise to the dispute, is deemed abandoned. If the party with the grievance fails to act within the time limits set out at any step, the grievance will be considered abandoned. If the responding party fails to reply to a grievance within the time limits set out at any step, the party with the grievance may submit the grievance to the next step of the Grievance Procedure.

18.4. Initial Problem Solving Stage

- (e) Association Members and their School/Division Leader or designate, with or without representation, shall first attempt to resolve any dispute through discussion with the person(s) with whom there is a dispute.
- (f) The parties agree to share information relevant to the dispute with one another on a without prejudice basis.
- (g) The discussion should include an open, respectful exchange of the interests of the persons directly affected by the dispute, an exploration of potential options to resolve the dispute and mutually acceptable solutions. All discussions at this stage are on a without prejudice and without precedent basis.
- (h) The Initial Problem Solving Stage shall be initiated within fourteen (14) calendar days of the date the grievor first became aware of, or reasonably should have become aware of, the actions or decisions that gave rise to the dispute. This stage will not extend the timelines to file a Grievance.
- (i) If the dispute is not resolved satisfactorily, it may then be advanced as a Grievance within the specified time period.

18.5. Bypassing the Initial Problem Solving Stage

- (j) All disputes should normally commence with the Initial Problem Solving Stage; however, this does not preclude the grievor from initiating at the grievance

stage, within the specified period.

18.6. Grievance Procedure

All grievances and all replies at all steps of the procedure shall be in writing and shall be delivered in person, or by email, to the responsible parties. A grievance must specify a full and complete statement of the dispute, the article, or articles that are alleged to have been contravened, and the remedy requested.

(a) Step 1

Member Grievance

The Association shall have the right to file a grievance based on a Member dispute with the Polytechnic. Such grievance shall be submitted in writing at Step 1, by the Association to the Chief Academic Officer or designate within twenty-one (21) calendar days of the occurrence of the circumstances giving rise to the grievance.

The Chief Academic Officer or designate shall arrange a meeting within twenty-one (21) calendar days of the receipt of the grievance at which the Member(s), an Association representative, and the School/Division Leader or designate shall attend to discuss the grievance.

The Chief Academic Officer will provide a decision in writing within twenty-one (21) calendar days following the meeting. If the Association is not satisfied with the decision at Step 1, the grievance shall be advanced in writing to Step 2 within twenty-one (21) calendar days of receiving the decision.

Association Grievance

In the case of an Association grievance, the grievance shall be submitted in writing at Step 1 by the Association to the Chief Academic Officer or designate within twenty-one (21) calendar days of the occurrence of the circumstances giving rise to the grievance. The Chief Academic Officer or designate shall arrange a meeting within twenty-one (21) calendar days of the receipt of the grievance at which the Association, the Chief Academic Officer or designate and the Chief Human Resources Officer or designate shall attend to discuss the grievance.

The Chief Academic Officer or designate will give the Association a decision in writing within twenty-one (21) calendar days following the meeting. If the Association is not satisfied with the decision at Step 1, the grievance shall be advanced to Step 2 within twenty-one (21) calendar days of receiving the decision.

(b) Step 2

Once a grievance has been submitted in writing at Step 2 by the Association to the President or designate, the President or designate shall arrange a meeting within twenty-one (21) calendar days of the receipt of the grievance at which the

Association, the Chief Academic Officer or designate shall attend to discuss the grievance.

The President shall provide a decision in writing within twenty-one (21) calendar days of the grievance meeting.

Polytechnic Grievance

The Polytechnic shall have the right to file a grievance. Such grievance shall be in writing, signed by the President or designate, and submitted to the Association President within twenty-one (21) calendar days following the occurrence of the circumstances giving rise to the grievance.

The Association President shall arrange a meeting with the Polytechnic President or designate within twenty-one (21) calendar days of the receipt of the grievance. The Association President shall give the Polytechnic President its written reply to the grievance within twenty-one (21) calendar days following the meeting.

(c) Step 3

In the event that any grievance has not been satisfactorily settled at Step 2, the matter shall then, by notice in writing to the other party within twenty-one (21) calendar days of the date of receipt of the decision at Step 2, be referred to mediation or arbitration.

18.7. Mediation

At any time prior to the matter being referred to arbitration, the Polytechnic and the Association may agree in writing to mediation of the grievance. Where the Polytechnic and the Association agree to mediation, they will agree upon a person to act as mediator.

The Polytechnic and the Association shall share equally the cost for the expenses of the mediator. Where mediation does not resolve the grievance, the Polytechnic and the Association may serve notice in writing to the other parties to proceed with the grievance at the step where the grievance was, prior to mediation.

This notice must be made within twenty-one (21) calendar days of the mediator's report or the end of the mediation if the mediator chooses not to prepare a report.

18.8. Arbitration

(k) The submission to arbitration shall be made by the party requiring arbitration by notifying the other party, in writing, of its desire to submit the grievance to arbitration, and the notice shall contain a statement of the grievance and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within twenty-one (21) calendar days of receipt, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within twenty-one (21) calendar days of the appointment of the 2nd of them, appoint a 3rd person who shall act as the Chairperson.

- (l) If the recipient of the notice fails to name an appointee within the time limit under subsection (a) above, then either party may make an application for appointment of an arbitration board under the provisions of the *Labour Relations Code*.
- (m) As an alternative to (a) and (b) above, and if the two parties agree, the arbitration may be by single arbitrator selected by agreement of the parties. If the parties cannot agree on a single arbitrator within sixty (60) calendar days of the decision to have a single arbitrator, then either party may apply for the appointment of a single arbitrator under the provisions of the *Labour Relations Code*.
- (n) The Arbitration Board shall hear and determine the grievance and shall issue an Award in writing which shall be final and binding upon the parties. The Chairperson must inform the two parties of the Board's decision within forty-five (45) calendar days of the hearing, and the final written report must be sent to the two parties within ninety (90) calendar days of the hearing. The decision of a majority is the Award of the Arbitration Board but if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the Award of the Board.
- (o) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the Chairperson.
- (p) The Arbitration Board, by its decision, shall not alter, amend or change in any way the terms of the Collective Agreement.

ARTICLE 19 CONTINUOUS PART-TIME MEMBERS

19.1. Continuous Part-Time Status

Upon approval of the School/Division Leader or designate of an Application (as hereinafter defined) of a Continuous Member, as hereinafter provided for, a Continuous Member may become employed by the Polytechnic on a Part-Time basis and thereby have the status of a Continuous Part-Time Member.

19.2. Pro-Rata Application

Unless otherwise provided for in this Collective Agreement or unless the context otherwise requires, the provisions of this Collective Agreement shall be read and interpreted in respect to any particular Continuous Part-Time Member pro rata, based on the percentage workload which that particular Continuous Part-Time Member is then working.

19.3. Application

Procedure

A Continuous Member who wishes to be employed by the Polytechnic in any particular Term or in any given fiscal year on a Part-Time basis shall apply in writing to the School/Division Leader or designate not less than 180 calendar days prior to the date of commencement of the relevant Term (in this Article 19 referred to as the "Application"). The Application shall:

- (a) specify the workload which the Continuous Member is seeking as a Continuous Part-Time Member which shall not be less than 50% of the workload established as a full workload for that instruction position;
- (b) specify the time period for which Continuous Part-Time status is being sought.

19.4. Approval

or

Non-Approval

The School/Division Leader or designate shall notify the Continuous Member not less than sixty (60) calendar days prior to the commencement of the relevant Term of the following:

- (a) whether or not the Application was approved;
- (b) if approved, the period of time for which the Continuous Part-Time status will be in effect;
- (c) the percentage of full workload which was approved including teaching and non-teaching responsibilities;
- (d) salary and vacation entitlements resulting from the Continuous Part-Time status.

19.5. Renewal

Should the Continuous Member wish to renew their status as a Continuous Part Time Member, the Continuous Member may from time to time, submit further Applications as contemplated in Article 19.3 above.

19.6. Expiration of Continuous Part-Time Status

Upon the expiration of the Term or time period approved by the School/Division Leader or designate, the Member's status as a Continuous Part-Time Member shall be concluded. At which time the Continuous Member shall resume their full workload.

19.7. Reassignment

Upon the expiration of the Continuous Part-Time status, if for any of the reasons listed in Article 9.1 (Determination of Redundancy) a full workload does not exist in the Continuous Member's position, the Continuous Member shall be entitled to rely upon the provisions of Article 9 (Redundancy and Reassignment of Continuous Members) as if they had not had the status of Continuous Part-Time.

19.8. Continuous Member's Election

- (a) In the event that the provisions of Article 19.7 above are applicable, and provided that:
 - (i) there exists a workload in the Continuous Member's employment position which is equal to or greater than 50% of the full workload; and
 - (ii) an Application for Continuous Part-Time status pursuant to Article 19.3 above

is approved

the Continuous Member may elect to remain as a Continuous Part-Time Member, and in that event, they shall forego the provisions of Article 19.7 and 9 (Redundancy and Reassignment of Continuous Members).

- (b) In the event that:
 - (i) the Continuous Member remains as a Continuous Part-Time Member as contemplated in 19.8(a) above; and
 - (ii) the workload in that Continuous Member's employment position falls below 50% of a full workload;

the Continuous Member shall be entitled to rely upon the provisions of Article 9 (Redundancy and Reassignment of Continuous Members); however, the notice provisions of Article 9.4 (and payment in lieu thereof) shall be pro-rated to the percentage of workload that the Continuous Member had as a Continuous Part-Time Member.

19.9. Salary

- (a) The Continuous Part-Time Member shall be paid a salary, which is equal to a percentage of the grid salary commensurate with the percentage of full workload, which they are working as a Continuous Part-Time Member.
- (b) The Continuous Part-Time Member shall be eligible for advancement of Step as contemplated in Article 10.7(a) (Advancement of Step) provided that the year of service shall be calculated on the basis of percentage of workload which they work as a Continuous Part-Time Member.
- (c) A Continuous Part-Time Member shall not be paid overload payments as contemplated in Article 8.2.5 (Overload Pay for Full-time Instructors). In the event that the Continuous Part-Time Member is required to instruct a percentage of the full workload which is greater than that which was approved under Article 19.4, the percentage of full workload will be increased accordingly and the salary paid will be adjusted accordingly.

19.10. Benefits and Insurance

- (a) Provided the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits provided for in Article 11 (Benefits). The Polytechnic's contributions to premiums shall be pro-rated to the percentage of full workload, which the Continuous Part-Time Member is working.

- (b) For purposes of clarity, the Continuous Part-Time Member shall be an insured under Article 11.7 (Liability Insurance for all Members).
- (c) Provided that the Continuous Part-Time Member is eligible under the criteria set out by the insurer from time to time, the Continuous Part-Time Member shall be entitled to the benefits of those insurance provisions contemplated in Articles 11.1 (a) through (f) (Life Insurance, Disability Insurance etc.) inclusive. The Polytechnic's contributions to the premiums as contemplated therein shall be pro-rated to the percentage of the full workload, which the Continuous Part-Time Member is working.
- (d) The Continuous Part-Time Member's pensionable service and benefits thereunder shall accrue in accordance with the regulations of the Local Authorities Pension Plan.

19.11. Vacations

The Continuous Part-Time Member shall be entitled to vacations and holidays as contemplated in Article 12 (Vacations) however salary during vacation days shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member is working (e.g. A continuous part-time Member working 0.60 of a full workload would accrue forty-five (45) vacation days at 0.60 of the base annual salary that the Member would receive if working a full workload).

19.12. Leaves of Absence

- (a) The Continuous Part-Time Member shall be entitled to the leave benefits contemplated in Article 13 (Leaves) excepting out the leave contemplated in Article 13.7 (Deferred Salary Leave).
- (b) Where the Continuous Part-Time Member takes a leave and they are entitled to be paid while on leave, the amount of payment shall be pro-rated to the percentage of full workload which the Continuous Part-Time Member was working immediately prior to the commencement of the leave.

19.13. Professional Development

- (a) For the purpose of clarity, the calculation of the Polytechnic's contribution to the Professional Development Committee as provided for in Article 14.1 (Professional Development) shall include the pro-rated salaries of Continuous Part-Time Members.
- (b) A Continuous Part-Time Member that resumes working a full workload (and thereby ceases to be a Continuous Part-Time Member) shall receive credit for years of service (pro-rata to the percentage of full workload which they worked as a Continuous Part-Time Member) for the purpose of determining eligibility for Sabbatical Leave.

19.14. Tuition Free Waiver

A Continuous Part-Time Member shall be entitled to the full benefits contemplated in Article 15 (Tuition Waiver).

19.15. Sessional Ratio

In the calculation of the ratio specified in Article 7.1 (Sessional Ratio) a Continuous Part-Time Member shall be counted as a Continuous Member.

APPENDIX “A” – CONTINUOUS APPOINTMENT APPEAL PROCESS

DEFINITIONS:

Continuous Appointment Appeal Committee: Will be composed of two (2) senior academic administrators appointed by the President and two (2) Continuous Members who shall be appointed by the Faculty Association and shall be drawn from current and former Members of the Faculty Association’s Professional Standards Committee. The Members of the Continuous Appointment Appeal Committee shall not have been Members of the original Continuous Appointment Committee and will be without bias.

Appellant: a Probationary Member who is not offered a Continuous Appointment.

Respondent: the Chief Academic Officer of Red Deer Polytechnic.

PROCEDURES:

1. To initiate action, the Appellant shall submit a written Request for Appeal to the President within ten (10) working days of notification of the continuous appointment decision. If this Request is not submitted within the specified time, the right of appeal is deemed to have been forfeited. The Appellant shall include in the Request reason(s) why they believe an appeal is warranted.
2. The President shall within five (5) working days of the receipt of the Request appoint two (2) senior academic administrators; one (1) of whom shall be named Chairperson and request that the Faculty Association appoint two (2) Continuous Members (either current or former Members) from the Faculty Performance Committee. Within five (5) working days of their appointment, the Chairperson will convene a Continuous Appointment Appeal Committee (CAAC) and send each Member of the committee a copy of the Chief Academic Officer's letter denying the Appellant continuous appointment and the Appellant's Request for Appeal. The Appellant shall be notified when the CAAC has been convened.
3. Within five (5) working days of notification, the Appellant shall provide to the CAAC and the Respondent as much information as they deem to be necessary to support the appeal. (The Appellant must provide copies of this information to all individuals and/or groups cited in the appeal.) Upon receipt of the Appellant's information and within five (5) working days, the Respondent may provide written information to the CAAC and the Appellant. Within this same time frame, meetings between 1. the Appellant and the CAAC and, 2. the Respondent and the CAAC may be arranged at the request of any or all parties.
4. After reviewing the information provided by the Appellant and, if applicable, the Respondent, and at the conclusion of all requested meetings, the CAAC will decide within five (5) working days if the appeal should be investigated further based on the grounds of the appeal.

- (a) If the CAAC believes that Appellant's case lacks merit, then the CAAC will recommend to the President that the denial of the Appellant's Continuous Appointment be upheld.
 - (b) If the CAAC believes that the appeal should be further examined, it may seek information relevant to the grounds of the appeal from the Appellant, the Respondent, or the Continuous Appointment Committee involved. In reviewing this information, the CAAC may seek verification from others. The CAAC shall have the authority to establish criteria and process for the purpose of evaluating the appeal and shall use such criteria and process to determine the validity of the Continuous appointment decision. The criteria and process shall apply to that appeal only.
5.
 - (a) The CAAC should conclude its deliberations as expeditiously as possible and in not more than forty-five (45) working days after receipt of the Request for Appeal by the Polytechnic President.
 - (b) After considering all the evidence brought forward, the CAAC shall make a recommendation in favour of or against the Continuous Appointment decision and forward its recommendation to the Polytechnic President.
 - (c) If the Committee is unable to render a majority recommendation, the Chairperson will advise the Polytechnic President that the Committee could not render a majority decision. The Chairperson will also advise the Polytechnic President of the reasons / inability of the Committee to reach a decision and the Committee's recommendation considering the evidence.
 6. After making the decision, the Polytechnic President shall notify the Appellant in writing within five (5) working days of receiving the recommendation from the CAAC. This decision is non-grievable.
 7. Article 6.2 will continue to apply should a decision be taken to extend the probation of a Member for any period of time as a result of the Continuous Appointment Appeal process.
- NOTE: If under the circumstances, an extension of any specified period of time is agreed to by the CAAC, the Chairperson of the Committee shall inform all parties of the delay and the proposed new timelines. The Chairperson shall similarly continue to inform all parties should additional extensions be required. This Note does not apply to the forty-five (45) working day maximum noted in #5 above.
8. In the event the decision of the original Continuous Appointment Committee is upheld, the effective date of the termination will coincide with the date of the written communication from the President to inform the Appellant of the decision from the CAAC.

APPENDIX “B” – SUB Plan

Supplemental Unemployment Benefit (SUB) Plan

- A. All eligible Red Deer Polytechnic Employees, according to Article 13.4.1, who have been employed by the Polytechnic for a Continuous period of at least twelve (12) months are covered by the plan.
- B. The plan is to supplement the Employment Insurance (EI) benefits received by eligible Employees for temporary unemployment caused by health related reasons during pregnancy and the immediate post-pregnancy period.
- C.
 - (1) Employees must prove that they have applied for, and are in receipt of, employment insurance benefits under the plan.
 - (2) SUB is payable for a period during which an Employee is not in receipt of EI if the only reason for non-receipt is that the claimant is serving the two (2) week EI waiting period.
- D.
 - (1) The benefit level paid under this plan is set at 95% of the Employee's regular weekly earnings.
 - (2) The combined weekly rate of the EI benefit and SUB payments will not exceed 95% of Employees' normal weekly earnings.
- E. This SUB benefit will be paid for a maximum of fifteen (15) weeks.
- F.
 - (1) The plan is financed by Red Deer Polytechnic's general revenues.
 - (2) SUB payment information and records will be kept separate from payroll records.
- G. Red Deer Polytechnic will inform Employment and Social Development Canada in writing of any changes to the plan within thirty (30) calendar days of the effective date of the change.
- H. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- I. Payments in respect of a guaranteed annual remuneration or in respect of defined remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

LETTER OF UNDERSTANDING 1

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

Re: Health Spending Account

With respect to Article 11.1 (a) of the FARDP Collective Agreement, it is hereby agreed between the parties that the Polytechnic's Share of the Alberta Health Care premiums for faculty Members shall be invested in a Health Spending Account.

The Polytechnic's share of the Alberta Health Care premiums shall be calculated as the total premiums paid on behalf of eligible Members (the Polytechnic's 75% premiums share) for the calendar year 2008.

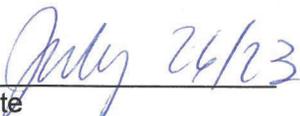
Red Deer Polytechnic will deposit \$250.00 per benefit eligible faculty Members in the Health Spending Account effective July 1, 2010.

Effective July 1, 2015, Red Deer Polytechnic will deposit \$500 per benefit eligible faculty Members in the Health Spending Account.

Should Alberta Health Care premiums or any other form of premium, program or tax be introduced by the Government of Alberta [{"new premium"}] that creates a cost for health care to FARDP Members, then the language and intent of 11.1 (a) will apply. [If the amount of the new premium is less than the old premium, the Health Spending Account payment by the Polytechnic shall continue, but with the payment lowered to the difference between the old premium and the new premium.] The ongoing existence of the Health Spending Account may be discussed in future Collective Agreement negotiations.



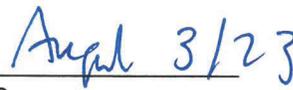
Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart
President, FARDP



Date

LETTER OF UNDERSTANDING 2

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

RE: Liability Insurance Coverage For Sessional And Part-Time Faculty Engaging In Professional Development Activities Following The Expiry Of Their Paid Employment

This Letter of Understanding acknowledges that the Polytechnic has responsibility to provide liability insurance coverage for its employees particularly when engaged in approved off-campus activities.

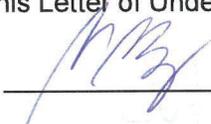
In order to provide this coverage to sessional and part-time faculty Members who are engaging in approved professional development activities following the expiry of their paid employment contract, the Polytechnic agrees to issue unpaid employment contracts to these affected faculty Members for the duration of their approved professional development activity. This practice will commence February 1, 2013 as the Polytechnic does not wish to amend any existing employment contract letters.

For new sessional and part-time employment contracts, they will include a statement similar to the following:

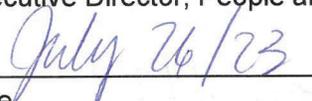
“To provide you with appropriate liability insurance coverage, this end date shall be extended where you are approved to engage in professional development activities. This extension does not increase the compensation of this contract.”

A review of this practice will occur by June 30, 2019 to determine whether this practice will continue through the agreement via a Letter of Understanding or recommendation to be included in the main body of the Collective Agreement.

This Letter of Understanding shall remain in effect as long as the collective agreement is in effect.



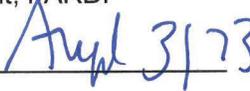
Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart
President, FARDP



Date

LETTER OF UNDERSTANDING 3

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

RE: Dual Credit Programming

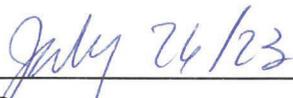
The purpose of this agreement is to provide opportunities for high school students to begin their Polytechnic education by taking first year Polytechnic courses that will be recognized for academic credit at RDP as well as to attract high school students to programs at RDP. This letter of understanding confirms that, for the duration of this Collective Agreement, the Faculty Association of Red Deer Polytechnic (FARDP) and Red Deer Polytechnic agree to the following terms related to the teaching of dual credit courses at high schools:

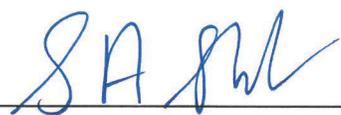
1. Priority will be given to RDP instructors to instruct RDP credit and non-credit courses, but if an RDP instructor is not available, course curricula may be provided to a qualified Alberta Teachers' Association (ATA) member, employed by the receiving School District, to deliver under the supervision of the Associate Dean responsible for the program.
2. Article 10 (Salaries) of the RDP/FARDP Collective Agreement does not apply because RDP would not pay a part-time salary normally paid to an instructor. The instructor would be teaching a course as part of their normal teaching workload at the approved high school, and would be receiving their normal salary.
3. Because dual credit courses are typically integrated into an approved high school course, the School Districts' and ATA's policies relating to teacher rights and responsibilities would apply.
4. The instructor would not be designated a Member of the Faculty Association of Red Deer Polytechnic (FARDP), and therefore FARDP fees and associated benefits, such as professional development funds, would not apply.



Mara-Lee Moroz
Executive Director, People and Culture

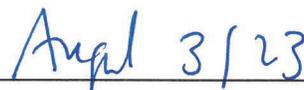
Date





Sally Stuart,
President, FARDP

Date



LETTER OF UNDERSTANDING 4

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

RE: Flexible Leave

It is understood and agreed between the parties on a Without Precedent, Without Prejudice basis:

1. For the period from the date of ratification to June 30, 2024 the parties agree to pilot the amendment of Article 13 Leaves From Polytechnic to provide FARDP Members with a greater degree of flexibility with respect to utilization of Leaves from Polytechnic.
2. Article 13 Leaves From Polytechnic will be amended as follows:

ARTICLE 13 LEAVES FROM POLYTECHNIC

13.1 Casual Sickness

"Casual sickness" refers to a period of up to five (5) consecutive working days during which a Member is absent from assigned duties because of illness or injury. The Polytechnic may, at its own expense, require a written statement from a medical practitioner certifying that any such absence is medically warranted.

A Full-Time Member shall be eligible for a maximum of seventeen (17) days of Casual Sickness Leave each academic year without loss of salary, benefits or vacation entitlement, pro-rated in the first year, based upon their commencement date in the academic year. For a Part-Time and a Continuous Part-Time Member, the maximum allowable days per year shall be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that year, and based upon their commencement date in the academic year. Any days that are lost to illness or injury beyond the allowable number of days (and that do not constitute allowable Short-Term Disability Leave) shall result in a deduction from the Member's salary.

Casual Sickness Leave does not carry over to ensuing years.

Flexible Leave

A Member who requires time off from work may be granted Flexible Leave without loss of pay upon approval by their School/Division Leader or designate to a maximum of 3 working days per fiscal year to attend to urgent personal matters such as family illness, administration of an estate, household emergency, becoming a Canadian Citizen, attendance at a birth or adoption for a child or grandchild. For Continuous Part-Time and Part-Time Members entitlement to Flexible Leave shall be pro-rated based on the proportion of a normal instructional-hour load that the Member carries during that academic year, but shall not be less than one (1) calendar day (equivalent of the Member's work for that day).

Members shall obtain prior approval from the School/Division Leader or designate. In the case of planned absences, Members will normally make alternate arrangements to fulfill their assigned duties.

Additional unpaid leaves of absence may be granted by the School/Division Leader or designate in consultation with the Chief Human Resource Officer.

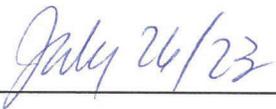
Flexible Leave does not carry over to ensuing years.



Mara-Lee Moroz
Executive Director, People and Culture



Sally Stuart,
President, FARDP



Date



Date

LETTER OF UNDERSTANDING 5

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

Re: Joint Dispute Resolution Committee

Whereas the Polytechnic and Association share a common interest to collaborate and expedite disputes and grievances, the parties agree to trial the use of a Joint Dispute Resolution Committee (JDRC) as part of Article 18: Dispute and Grievance Procedure.

The parties each agree to name at least four (4) individuals who will be available to sit as members of a JDRC. These individuals will be provided training on the collective agreement and principles of natural justice, which will assist them in discharging their JDRC responsibilities.

The following process outlines the access and operation of a JDRC within the Grievance Procedure.

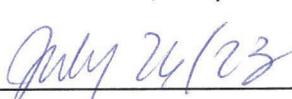
- (a) After accessing Steps 1 and 2 in Article 18, the parties mutually agree to refer the matter to a JDRC within ten (10) calendar days of a decision being rendered on the grievance.
- (b) Within fourteen (14) calendar days of receiving the grievance, the Chief Human Resource Officer and the President of the Association will appoint a JDRC comprised of at least four (4) individuals with equal representation from both parties.
- (c) The members of the JDRC will meet and review all documentation related to the dispute.
- (d) At its discretion, the JDRC may meet with the grievor and any other individuals it feels is necessary to assist with its deliberations.
- (e) Anything said, proposed, generated, or prepared for the purpose of trying to achieve a resolution to the grievance is to be considered without prejudice and privileged, and shall not be used for any other purpose.
- (f) The JDRC may make any recommendations it feels appropriate. All recommendations of the JDRC are non-binding, without prejudice, privileged, and shall not be used for any other purpose. Should either party reject recommendations by the JDRC, the matter may be referred to mediation or arbitration.
- (g) If, within twenty-eight (28) calendar days of receiving the grievance, the JDRC is unable to make progress in resolving the dispute, either party may refer the matter to mediation or arbitration.

Timelines identified within this Letter of Understanding may be extended in writing by mutual agreement of the parties.

This Letter of Understanding shall remain in effect as long as the collective agreement is in effect.



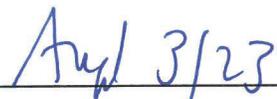
Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart,
President, FARDP



Date

LETTER OF UNDERSTANDING 6

**Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic**

Re: Workload and Scholarship Requirements for Degree Programs

The Polytechnic and the Faculty Association Red Deer Polytechnic (FARDP) agree that the following reflects the current state at Red Deer Polytechnic regarding workload and scholarship for Baccalaureate Degrees with the exception of Applied Degrees.

Current Workload Considerations:

- (a) To support the production and dissemination of scholarship in Red Deer Polytechnic Baccalaureate degrees, Continuous and Probationary Members with a minimum of 75% of their workload norm assigned to courses that are within a Baccalaureate degree program(s), regardless of the year of the course(s), are eligible to submit a five (5) year research plan and a dynamic four (4) year workplan to their School/Division Leader or designate for approval. If approved, the Member would be granted release resulting in an average eight (8) courses over a four (4) year period.
- (b) As noted in Article 8.2.1, "No Member may be required to carry an instructional-hour load above the [8.2.2] norm in consecutive years without their consent. Any instructor's workload that is more than fifteen (15) hours above the [8.2.2] norm will be treated as overload (see Article 8.2.5)." This LOU does not supersede those statements for Members instructing in a Baccalaureate degree, regardless of whether they engage in scholarship.
- (c) School Leader or designate will develop a four (4) year workload plan, informed by the faculty's five (5) year individual research plan.
- (d) In any given academic year approximately 60% of the faculty who meet the requirement for 75% of their workload in Baccalaureate degree program(s) may be approved for scholarship course release.
- (e) Annual assessment of scholarship will occur for reporting purposes through existing Faculty Performance Policy processes and CAQC monitoring protocols.

Future Workload Amendments:

- (a) FARDP and the Polytechnic will submit proposals to the Faculty Workload Committee to propose instructional hour norms for new programs under Article 8.5 for each of the Baccalaureate degrees. The current workload considerations listed above will serve as a foundation for the Polytechnic in establishing workload norms. As stated in Article 8.5, "The instructional-hour norm that it recommends for a new program will be utilized on an interim basis and only until the expiration of the Agreement then in effect." The LOU from the Faculty Workload Committee to document the interim workload norm will supersede this LOU.
- (b) Through collective bargaining, Article 8 may be revised to address workload and scholarship requirements in Baccalaureate degrees. The portions of this LOU

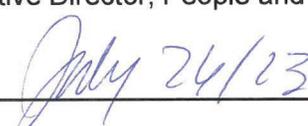
addressed in collective bargaining will supersede this LOU, even if the Faculty Performance Policy has not completed its revisions.

Scholarship Considerations:

- (a) Institutional standards, including production of scholarship and measures of assessment, will be developed through the Faculty Performance Committee policy review process and/or through collective bargaining, including determining the appropriate committee to provide peer review (including discipline specific representation) for scholarship and throughout the life cycle of the five (5) Year Research Plan.
- (b) These standards will be included in the Faculty Performance Policy and/or the Collective Agreement.

This Letter of Understanding shall remain in effect as long as the collective agreement is in effect.



Mara-Lee Moroz
Executive Director, People and Culture


Date



Sally Stuart,
President, FARDP


Date

LETTER OF UNDERSTANDING 7

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

Re: Faculty Performance Committee Definition

The parties agree to amend the definition of the Faculty Performance Committee outlined in the Collective Agreement to the following:

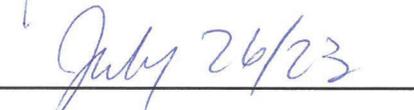
Faculty Performance Committee

Shall be comprised of three (3) Administrators one (1) of whom will be the Chief Academic Officer, and up to six (6) Continuous Members.

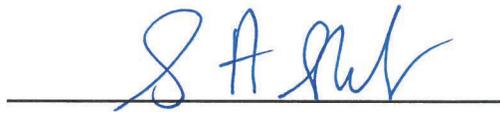
This Letter of Understanding shall remain in effect as long as the collective agreement is in effect.



Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart,
President, FARDP



Date

LETTER OF UNDERSTANDING 8

**Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic**

Re: Workload Project

The Polytechnic and the Faculty Association Red Deer Polytechnic agree to form a Steering Committee comprised of members from both negotiation teams to develop terms of reference and scope of work for the purpose of hiring up to two consultants that will be jointly funded by the parties to

- Conduct a comprehensive review of Faculty workload at Red Deer Polytechnic
- Engage with the RDP community to inform the comprehensive review
- Research workload frameworks, valuation processes and standardization of sector-relevant post-secondary institutions
- Develop and recommend a framework/process/tool acceptable by the Steering Committee that
 - supports workload assessment for apprenticeship-style credentials, skilled trades, certificates, diplomas, and degrees
 - considers all of the factors that collectively determine the full extent of a Member's instruction-related and non-instructional workload (including non-teaching responsibilities)
- Develop an implementation plan for the proposed workload framework

By November 30, 2022 the parties will appoint a consultant(s) to engage in the work identified in the project terms of reference. The parties agree that the consultant(s) will have sector-specific knowledge and experience and will not be a current or former employee at Red Deer Polytechnic (formerly Red Deer College).

Within six (6) months, it is expected that the consultant(s) will make a final presentation of their research and proposed framework to the Steering Committee.

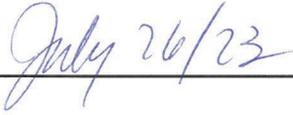
If the recommendations of the consultant(s) are not supported by the Steering Committee:

- The Steering Committee will engage a mediator to help the parties resolve outstanding issues.

Once the recommendations are approved, an LOU will be adopted to implement the recommendations for the remaining period of the current Collective Agreement with the intent to incorporate same into the subsequent Collective Agreement.



Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart,
President, FARDP



Date

LETTER OF UNDERSTANDING 9

Between
Faculty Association of Red Deer Polytechnic
And
Red Deer Polytechnic

Re: Faculty Research and Scholarship Fund

This Letter of Understanding shall remain in effect as long as the collective agreement is in effect. During this period, the parties agree to pilot the amendment of Article 14: Professional Development.

Article 14 will be amended as follows:

14.3 Sabbatical Leaves

Only Continuous Members are eligible for Sabbatical Leaves.

- (a) The amount of the Professional Development Fund specified in Article 14.1 to be spent on sabbatical leaves in any fiscal year shall be determined by the Faculty Research and Scholarship Fund Committee. In determining the funds available for sabbatical leaves, the calculation shall be based on 1% of the salaries of Members not instructing in Trades and Technology Programs.

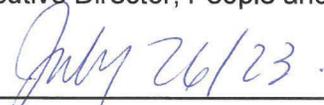
14.5 Faculty Research and Scholarship Fund

- 14.5.1 Faculty Research and Scholarship Fund Committee shall be composed of one (1) Administrator from the Faculty Professional Development Committee, normally three (3) Continuous Members from the Faculty Professional Development Committee, and one (1) representative from the Office of Research and Scholarship.
- 14.5.2 26% of the Professional Development Fund shall be allocated for the Faculty Research and Scholarship Fund.
- 14.5.3 The purpose of the Faculty Research and Scholarship Fund is to provide *Sessional, Probationary, and Continuous Members*, regardless of discipline, with opportunities including:
 - a) Taking a leadership role in the broader educational community by facilitating a presentation, workshop or seminar at a provincial, national or international conference or other professional meeting, or by serving on an advisory or executive body of a provincial, national or international educational organization.
 - b) Course release for research (not provided through LOU 6).
 - c) Research related materials and travel.

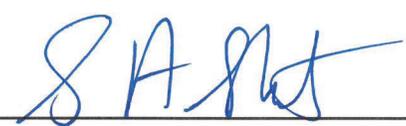
- 14.5.4 The purpose of the Faculty Research and Scholarship Fund is also to provide *Continuous Members* with sabbatical opportunities.
- 14.5.5 Support for the Faculty Research and Scholarship Fund, including advising faculty and processing expense claims, may be provided by additional members of the Faculty Professional Development Committee.
- 14.5.6 The Faculty Professional Development Committee may choose to fund similar or complementary opportunities to the Faculty Research and Scholarship Fund, with the remaining Professional Development Fund, as part of its responsibility to provide Members with viable short and long-term professional development programs, workshops, professional leaves and other projects deemed by the Faculty Professional Development Committee to be worthwhile.



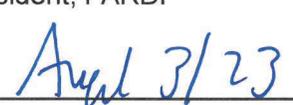
Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart,
President, FARDP



Date

LETTER OF UNDERSTANDING

Between
Faculty Association of Red Deer College (FARDC)
and
Red Deer Polytechnic (RDP)

RE: INTERIM WORKLOAD NORM BACHELOR OF SCIENCE IN NURSING PROGRAM

This Letter of Understanding (LOU) establishes the interim workload norm for Instructors in the Bachelor of Science in Nursing, in accordance with Article 8.5.1 of the Collective Agreement between the parties.

It is further agreed that:

1. The workload norm for Instructors in the Bachelor of Science in Nursing is established at:
 - i. 570 hours for a workload assignment that consists of a blend of theory and clinical instruction and
 - ii. 450 hours for a workload assignment that consists of theory only.

The workload norm that is currently described in Article 8.2.3 Annual Instructional Hour Norms for Term Certain Instructors in the BScN program be referenced in Clause 10.2 Part-time Salaries and amended as follows:

- iii. 800 hours (as the denominator) for Part-time Members teaching clinical in the BScN
- iv. 450 hours for Part-time Members teaching theory in the BScN (consistent with the workload norm outlined above)

This workload norm will be for the 2022/2023 and 2023/2024 academic years.

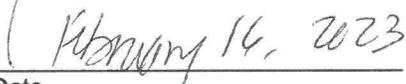
2. The Dean, School of Community, Wellness and Health, with responsibility for the Bachelor of Science in Nursing program, shall provide an evaluative report of the interim workload norm to the Faculty Workload Committee **by June 30, 2023**. The Dean will consult with the relevant parties (e.g. faculty, students, Dean's Council, industry) when preparing the report.
3. The Faculty Workload Committee will review the evaluative report and based upon the findings, will make recommendations to the Dean to:
 - a. Maintain the interim faculty workload norms described above in 1. (i. through iv.)or
 - b. Propose an amendment to the interim faculty workload norm for the 2023/2024 academic year.
4. The Dean, School of Community, Wellness and Health, with responsibility for the Bachelor of Science in Nursing program, shall provide a final evaluative report of the interim workload norm to the Faculty Workload Committee **by June 30, 2024**. The Dean will consult with the relevant parties (e.g. faculty, students, Dean's Council, industry) when preparing the report.
5. The Faculty Workload Committee will review the final evaluative report and based upon the findings, will:

- a. Recommend to the Negotiations Committees of the Polytechnic and FARDC a workload norm to be incorporated into the Collective Agreement or
- b. Recommend a further Letter of Understanding related to the workload norm for the program.

This Letter of Understanding shall remain in effect until June 30, 2024.



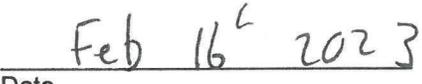
Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart
President, FARDC



Date

LETTER OF UNDERSTANDING

**Between
Faculty Association of Red Deer College (FARDC)
and
Red Deer Polytechnic (RDP)**

**RE: INTERIM WORKLOAD NORM
BACHELOR OF ARTS IN ANIMATION AND VISUAL EFFECTS PROGRAM**

This Letter of Understanding (LOU) establishes the interim workload norm for Instructors in the Bachelor of Applied Arts in Animation and Visual Effects, in accordance with Article 8.5.1 of the Collective Agreement between the parties.

It is further agreed that:

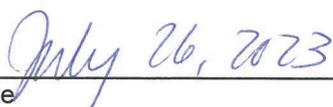
1. The workload norm for Instructors in the Bachelor of Arts in Animation and Visual Effects is established at 450 hours for the 2023/2024 academic year.
2. The Dean, School of Arts and Education, with responsibility for the Bachelor of Arts in Animation and Visual Effects, shall provide an evaluative report of the interim workload norm to the Faculty Workload Committee **by June 30, 2024**. The Dean will consult with the relevant parties (e.g. faculty, students, Dean's Council, industry) when preparing the report.
3. The Faculty Workload Committee will review the evaluative report and based upon the findings, will:
 - a. Recommend to the Negotiations Committees of the Polytechnic and FARDC a workload norm to be incorporated into the Collective Agreement or
 - b. Recommend a further Letter of Understanding related to the workload norm for the program.

This Letter of Understanding shall remain in effect until June 30, 2024.



Mara-Lee Moroz
Executive Director, People and Culture

Date

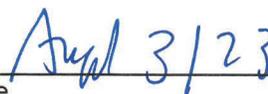


July 26, 2023



Sally Stuart
President, FARDC

Date



August 3/23

LETTER OF UNDERSTANDING

**Between
Faculty Association of Red Deer College (FARDC)
and
Red Deer Polytechnic (RDP)**

**RE: INTERIM WORKLOAD NORM
BACHELOR OF APPLIED ARTS IN FILM, THEATRE AND LIVE ENTERTAINMENT PROGRAM**

This Letter of Understanding (LOU) establishes the interim workload norm for Instructors in the Bachelor of Applied Arts in Film, Theatre and Live Entertainment, in accordance with Article 8.5.1 of the Collective Agreement between the parties.

It is further agreed that:

1. The workload norm for Instructors in the Bachelor of Applied Arts in Film, Theatre and Live Entertainment is established at 450 hours for the 2023/2024 academic year.
2. The Dean, School of Arts and Education, with responsibility for the Bachelor of Applied Arts in Film, Theatre and Live Entertainment, shall provide an evaluative report of the interim workload norm to the Faculty Workload Committee **by June 30, 2024**. The Dean will consult with the relevant parties (e.g. faculty, students, Dean's Council, industry) when preparing the report.
- 3.
4. The Faculty Workload Committee will review the evaluative report and based upon the findings, will:
 - a. Recommend to the Negotiations Committees of the Polytechnic and FARDC a workload norm to be incorporated into the Collective Agreement or
 - b. Recommend a further Letter of Understanding related to the workload norm for the program.

This Letter of Understanding shall remain in effect until June 30, 2024.



Mara-Lee Moroz
Executive Director, People and Culture



Date



Sally Stuart
President, FARDC



Date

Letter of Understanding

Between

Red Deer Polytechnic

And

**Faculty Association Red Deer Polytechnic
(FARDP)**

Re: Instructors in the Health Care Aide Program

Operated within the Division of Extended Education

WHEREAS the Parties have a mutual desire to provide a model that will ensure flexible and responsive learning opportunities as well as a successful and viable Health Care Aide program.

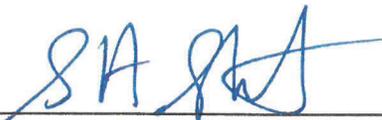
AND WHEREAS the Parties agree:

The Health Care Aide Program is a credentialed program this is approved by Advanced Education and accredited by the College of Licensed Practical Nurses of Alberta (CLPNA)
The FARDP Collective Agreement includes a definition of a "Member"

The Parties agree to the following provisions upon the effective date of this Letter of Understanding that:

1. Instructors who are hired to teach in the Health Care Aide program, will be considered to be Members of the Faculty Association Red Deer Polytechnic (FARDP).

This Letter of Understanding shall take effect January 1, 2023.



On behalf of FARDP
Sally Stuart
President, Faculty Association Red Deer Polytechnic

Jan 19th 2023

Date Signed



On behalf of Red Deer Polytechnic
Mara-Lee Moroz
Executive Director, People and Culture

January 10, 2023

Date Signed

