

**Collective Agreement
between the
Board of Governors of Lakeland College**

and the

**Lakeland College
Faculty Association**

July 1, 2011 - June 30, 2012



Table of Contents

ARTICLE	PAGE NUMBER
PREAMBLE	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – NEGOTIATION PROCEDURES	4
ARTICLE 3 – JURISDICTION AND APPLICATION.....	6
ARTICLE 4 – PROCEDURES FOR APPOINTMENTS.....	8
ARTICLE 5 – CATEGORIES OF APPOINTMENT.....	10
ARTICLE 6 – NOTICE OF RESIGNATION.....	11
ARTICLE 7 – REASSIGNMENT AND REDUNDANCY OF CONTINUING EMPLOYEES	12
ARTICLE 8 – PROBATION	13
ARTICLE 9 – DISCIPLINARY ACTION.....	13
ARTICLE 10 – FACULTY ASSOCIATION BUSINESS.....	14
ARTICLE 11 – PERFORMANCE APPRAISAL	15
ARTICLE 12 – TEMPORARY PROMOTION	15
ARTICLE 13 – WORKLOAD	16
ARTICLE 14 – UNIFORMS AND PROTECTIVE CLOTHING.....	19
ARTICLE 15 – TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES	20
ARTICLE 16 – LEAVE WITHOUT PAY.....	20
ARTICLE 17 – MATERNITY AND PARENTAL LEAVE	21
ARTICLE 18 – GRIEVANCE PROCEDURE	23
ARTICLE 19 – SPECIAL LEAVE.....	27
ARTICLE 20 – CONDITIONS GOVERNING SALARY ENTITLEMENT	30
ARTICLE 21 – PAID HOLIDAYS.....	35
ARTICLE 22 – VACATION LEAVE	36
ARTICLE 23 – ASSOCIATION MEMBERSHIP AND DUES CHECK OFF.....	37
ARTICLE 24 – PROFESSIONAL DEVELOPMENT	37
ARTICLE 25 – BENEFITS.....	38
ARTICLE 26 – ILLNESS LEAVE	43
ARTICLE 27 – INTELLECTUAL PROPERTY	46
LETTER OF UNDERSTANDING - Benefits	49
LETTER OF UNDERSTANDING - Continuing Reduced Time	49
LETTER OF UNDERSTANDING – Performance Appraisal.....	49
LETTER OF UNDERSTANDING – Salary Re-opener	50
LETTER OF UNDERSTANDING – Workload Implementation	50
SIGNATURE PAGE.....	51
APPENDIX A	52

Alphabetical Table of Contents

ARTICLE	PAGE NUMBER
--	APPENDIX A – PERFORMANCE APPRAISAL 52
23	ASSOCIATION MEMBERSHIP AND DUES CHECK OFF 37
25	BENEFITS..... 38
5	CATEGORIES OF APPOINTMENT..... 10
20	CONDITIONS GOVERNING SALARY ENTITLEMENT..... 30
1	DEFINITIONS1
9	DISCIPLINARY ACTION 13
10	FACULTY ASSOCIATION BUSINESS 14
18	GRIEVANCE PROCEDURE 23
26	ILLNESS LEAVE..... 43
27	INTELLECTUAL PROPERTY 46
3	JURISDICTION AND APPLICATION.....6
16	LEAVE WITHOUT PAY 20
--	LETTER OF UNDERSTANDING – Benefits..... 49
--	LETTER OF UNDERSTANDING – Continuing Reduced Time..... 49
--	LETTER OF UNDERSTANDING - Performance Appraisal..... 49
--	LETTER OF UNDERSTANDING – Salary Re-Opener..... 50
--	LETTER OF UNDERSTANDING – Workload Implementation..... 50
17	MATERNITY & PARENTAL LEAVE..... 21
2	NEGOTIATION PROCEDURES4
6	NOTICE OF RESIGNATION 11
21	PAID HOLIDAYS 35
11	PERFORMANCE APPRAISAL 15
--	PREAMBLE.....1
8	PROBATION..... 13
4	PROCEDURES FOR APPOINTMENTS.....8
24	PROFESSIONAL DEVELOPMENT 37
7	REASSIGNMENT AND REDUNDANCY OF CONTINUING EMPLOYEES..... 12
--	SIGNATURE PAGE..... 51
19	SPECIAL LEAVE 27
12	TEMPORARY PROMOTION 15
15	TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES 20
14	UNIFORMS AND PROTECTIVE CLOTHING 19
22	VACATION LEAVE 36
13	WORKLOAD 16

PREAMBLE

This Agreement made this ____ day of April, 2012, A.D.

BETWEEN:

The Board of Governors of Lakeland College (hereinafter called the "Employer")

OF THE FIRST PART

and

The Lakeland College Faculty Association, on behalf of all Employees covered by this Agreement (hereinafter called the "Association")

OF THE SECOND PART

WHEREAS THE Board of Governors is an Employer as specified in the Post-Secondary Learning Act, Chapter P-19.5 and administers Lakeland College.

AND WHEREAS pursuant to the provisions of the Act; the Association has the right to negotiate on behalf of the Employer's Employees as specified in Article 3 of this Agreement.

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement with the intent to promote a harmonious relationship between the said Employees and the Board of Governors of Lakeland College and to set forth in this Collective Agreement the terms and conditions of employment for each Employee of the Employer, and provide a procedure for the consideration and settlement of differences.

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the singular may also apply in the plural;
- 1.2 "Act" means the Post-Secondary Learning Act, 2003, Chapter P-19.5, proclaimed in force March 18, 2004;
- 1.3 "President" means the Chief Executive Officer of Lakeland College;
- 1.4 "Faculty Association" means the Lakeland College Faculty Association;

- 1.5 “Academic Council” means Lakeland College Academic Council as required by the Post-Secondary Learning Act;
- 1.6 “Faculty Member” means any individual designated by the Board within this Agreement. Normally any person who instructs in a Program approved by Alberta Advanced Education and Technology and recognized for the purpose of calculating Full Load Equivalent (FLE) students, will be designated as a Faculty Member. Individuals employed as Counsellor, Public Services Librarian or The Learning Centre Coordinator are designated as Faculty Members;
- 1.7 (a) “Work Day” shall normally include a morning and an afternoon, or an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 21 of this Agreement;
- (b) A Faculty Member’s normal hours of work shall not normally exceed seven (7) hours per day;
- (c) “Work Day” for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.7 (a);
- 1.8 “Increment” means the difference between one step and the next step within a pay range, as specified in Article 20;
- 1.9 “Family”, in addition to its usual meaning, includes common law relatives;
- 1.10 “Full Week” means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 21 of this contract shall be considered a day worked provided the work day immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;
- 1.11 “Board” means the Board of Governors of Lakeland College;
- 1.12 “School” means an administrative unit under a Dean. “Instructional Unit” refers to a department or grouping of departments under a Department Chair;
- 1.13 “Preparation period” shall be any period in which the Faculty Member does not have assigned duties;
- 1.14 A “Semester” is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;

- 1.15 A “Contact Hour” is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.16 “Teaching” means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.17 “Academic Year” means a period commencing July 1 and ending June 30;
- 1.18 “Continuing” member means a Faculty Member whose appointment is continuous from year to year, subject to Clause 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Disciplinary Action, and subject to the provisions of Article 7, Reassignment and Redundancy of Continuing Employees;
- 1.19 “Probationary” member means a Faculty Member whose appointment is for a period of probation of two (2) years and who shall, subject to Clause 8.2, upon satisfactory completion of that probationary period, become a continuing member.
- 1.20 (a) “Continuing Full-Time” member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load consistent with Article 13;
- (b) “Continuing Part-Time” member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 260 to 454 hours during the 2009/2010 academic year; and 250 to 399 hours for Category 1 and 250 to 454 hours for Category 2, during subsequent academic years;
- For those individuals employed as Counsellor, Public Services Librarian, or The Learning Centre Coordinator, “Continuing Part-Time” means a continuous appointment from year to year with a workload assignment between 14 and 30 hours per week;
- (c) “Sessional Full-Time” member means a Faculty Member who is appointed for a specific period of time within an academic year and who has been initially assigned a teaching load of 455 to 600 during the 2009/2010 academic year, and consistent with Article 13 during subsequent academic years;
- (d) “Sessional Part-Time” member means a Faculty Member who is appointed for a specific period of time within an academic year and whose initial teaching load is fewer than 455 hours during the

2009/2010 academic year, and whose initially assigned teaching load does not normally exceed 250 hours in subsequent academic years.

- 1.21 “Professional Development” means those activities undertaken by a Faculty Member to upgrade his/her teaching skills, professional qualifications and/or technical expertise, and research activities;
- 1.22 “Contact day” is any work day in which a Faculty Member has an assigned teaching load;
- 1.23 The Workload Review Committee consists of the Vice-President, Academic, Research & Innovation, all Deans/Associate Deans and Chairs, and the Executive Director of the Faculty Association.

ARTICLE 2 – NEGOTIATION PROCEDURES

- 2.1 The Board of Governors recognizes the Lakeland College Faculty Association as the sole and exclusive bargaining agent for all Faculty Members as defined in Article 1 of this Agreement.
- 2.2 Both parties shall agree and set aside a certain period of time, allocated on a weekly basis, to be devoted to discussion of the proposed Agreement. This period shall be specified prior to the commencement of negotiations.
- 2.3 At the commencement of negotiations both negotiating parties shall exchange notification of authorization to enter into negotiation of an Agreement.
- 2.4
 - (a) Negotiations shall commence not later than one hundred and fifty (150) days prior to the expiration of the present Collective Agreement in order to conclude a replacement Collective Agreement by May 31 of the current contractual year as specified in Clause 3.4.
 - (b) Any extension of negotiations beyond May 31, as specified in Clause 2.4 (a), must be by the mutual agreement by both parties.
 - (c) When a notice to commence collective bargaining has been served pursuant to this section, the Board and the Association, without delay, but in any event within fifteen (15) calendar days after notice is served, shall meet and commence, or cause authorized representatives to meet and commence, to bargain collectively in good faith.
- 2.5
 - (a) If by May 31 the Association and the Board have not been able to agree upon the terms of the New Agreement, either party may notify

the other in writing of its desire to submit resolution of the Agreement to arbitration.

- (b) The notice referred to in Clause 2.5 (a) shall
 - i) contain a list of the matters in dispute, and
 - ii) specify a name or a list of names of the person or persons whom the party submitting the notice is willing to accept as a single arbitrator;
- (c) On receipt of a notice referred to in Clause 2.5 (a), the party receiving the notice,
 - i) if it accepts the person or one of the persons suggested to act as an arbitrator, shall, within seven (7) days, notify the other party accordingly and the dispute shall be submitted to the arbitrator, or
 - ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as a single arbitrator;
- (d) If the parties are unable to agree on a person to act as a single arbitrator, either party may, in writing, request that the Minister of Advanced Education and Technology appoint a single arbitrator.
- (e) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- (f) The arbitrator shall consider the position of the parties on each matter in dispute and try to induce the parties to come to a fair and amicable resolution.
- (g) If the arbitrator is unable to bring the parties to a resolution, he/she shall, within twenty (20) days of his/her appointment or within a longer period agreed on by the parties or fixed by the Minister of Advanced Education and Technology, make an award in writing concerning all the matters in dispute between the parties and send the award to each of the parties.
- (h) The parties agree to share equally the expenses of the arbitrator.

2.6 (a) The time limits referred to may be extended at any time:

- i) upon written agreement of the parties,
 - ii) by order of the Arbitration Board prospectively or retrospectively, as the Arbitration Board may consider reasonable.
 - (b) In the event any conflict between the provisions of the Agreement and the Act, as amended from time to time, the Act shall prevail.
 - (c) The award of the arbitrator is final and binding on the parties to the dispute and shall be included in the terms of the Agreement.
- 2.7 The negotiating committee(s) of the Board and the Faculty Association shall, upon written request, be provided with information on academic staff composition, existing costs of benefits, and total academic payroll.

ARTICLE 3 – JURISDICTION AND APPLICATION

- 3.1 The Board recognizes the Faculty Association as the sole bargaining agent for those employees who have been designated as Faculty Members by the Board as per Clause 1.6.
- 3.2 The Faculty Association shall be copied on all letters sent to employees designated as Faculty. Upon request the college agrees to provide information, regarding employees designated as Faculty, to the Faculty Association necessary for the purpose of discharging the duties and affairs of the Faculty Association.
- 3.3 This Agreement applies to:
 - (a) Continuing Full-Time Faculty Members
 - (b) Continuing Part-Time Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis
 - (c) Sessional Faculty Members; except that, where applicable, the provisions shall be applied on a pro-rata basis, and except that the following shall not apply:
 - i) Sessional Full-Time Faculty Members:
 - Article 7..... Reassignment and Redundancy of Continuing Employees
 - Article 8..... Probation
 - Article 17..... Maternity and Parental Leave
 - Article 21..... Paid Holidays
 - Article 22..... Vacation Leave

Clause 25.1.. Long Term Disability Insurance
Clause 25.9 .Dental Plan

ii) Sessional Part-Time Faculty Members:

Article 7..... Reassignment and Redundancy of Continuing Employees
Article 8..... Probation
Article 17..... Maternity and Parental Leave
Article 21..... Paid Holidays
Article 22..... Vacation Leave
Clause 25.1 . Long Term Disability Insurance
Clause 25.9 .Dental Plan
Article 26..... Illness Leave

3.4 This Agreement shall take effect on July 1, 2011, and remain in effect until June 30, 2012, and shall continue in force from year to year thereafter until a replacement Agreement is established under the Act.

3.5 Notwithstanding the Board's commitment to hire Faculty Members in accordance with the terms of this Collective Agreement, the Board may utilize a contract for service when subject specialization, which might include the provision of related specialized equipment, is a barrier to normal recruitment.

3.6 Should any article, or new provision, or any part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected thereby.

3.7 The college shall maintain a ratio of not less than 75:25 of continuing full-time equivalents to sessional full-time equivalent appointments.

3.8 The ratio in Clause 3.7 shall be calculated as follows:

- (a) each Continuing Full-Time Faculty Member shall be counted as 1.0 full-time equivalent
- (b) each Continuing Reduced-Time Faculty Member shall count as 0.5 full-time equivalent
- (c) For Faculty Members in Category 1 (as per Article 13)

$$\frac{\text{Continuing Part-Time instructional hours}}{530} = \text{Full-Time equivalent}$$

$$\frac{\text{Sessional instructional hours}}{530} = \text{Full-Time equivalent}$$

- (d) For Faculty Members in Category 2 (as per Article 13)

$$\frac{\text{Continuing Part-Time instructional hours}}{650} = \text{Full-Time equivalent}$$

$$\frac{\text{Sessional instructional hours}}{650} = \text{Full-Time equivalent}$$

Hours instructed by Sessional Faculty Members hired during the academic year to assume the instructional load of Continuing Faculty Members who have an unplanned absence (such as sickness, resignation, retirement) will not be factored into the calculation of the ratio.

ARTICLE 4 – PROCEDURES FOR APPOINTMENTS

- 4.1 Prior to the recruitment of faculty, the following shall occur:
- (a) All workload not assigned to Continuing Faculty Members shall be circulated by the Dean/Associate Dean or Chair among continuing faculty within their school.
 - (b) If the available workload is not assigned within the school, the Dean/Associate Dean or Chair will ensure the available workload is circulated to the Workload Review Committee.
 - (c) Available workload shall normally be circulated via email and shall include a complete list of the available workload, the required qualifications, and a response date.
 - (d) The Workload Review Committee will provide feedback regarding the need for recruitment or possible options.
 - (e) Where recruitment is required each Dean/Associate Dean shall establish a Faculty Selection Committee for positions that are Continuing or Sessional Full-Time.
- 4.2 This Selection Committee shall consist of:
- (a) The Dean/Associate Dean of the School concerned, or a designee (Committee Chair);
 - (b) The Department Chair(s), or designee, for the program area concerned. Should two Department Chairs be affected, one shall be designated by the Vice President, Academic, Research & Innovation;

- (c) Two faculty members, at least one of whom shall be from the program area concerned;
 - (d) Other individuals as determined by the Committee and approved by the Dean/Associate Dean;
 - (e) Human Resources Representative (Continuing Positions).
- 4.3 This Selection Committee shall:
- (a) prepare a short list of potential candidates;
 - (b) conduct interviews;
 - (c) make recommendations to the Vice President, Academic, Research & Innovation regarding the preferred candidate(s), initial appointment, and placement on the salary grid;
 - (d) when possible one of the faculty members on the Selection Committee shall be the member on the Faculty Evaluation Committee.
- 4.4 The Vice President, Academic, Research & Innovation shall review the recommendations and make the final decision. Should the final decision differ from the Selection Committee recommendation, the Vice President, Academic, Research & Innovation will provide written notification and rationale to the Selection Committee and the Faculty Association.
- 4.5 At minimum the Dean/Associate Dean and a Faculty Member, normally the Chair, or their respective designees, will interview and select candidates for Sessional Part-Time positions. The Faculty Member on the selection team will notify the Faculty Association of the proposed grid placement.
- 4.6 Individuals previously interviewed and selected may be re-appointed by the Dean/Associate Dean to a similar Sessional position without a second interview process.
- 4.7 The Dean/Associate Dean and a Human Resources Representative shall notify the successful candidate of the offer in accordance with Lakeland College procedures.
- 4.8 Initial appointment of a Faculty Member to probationary appointment or continuing appointment shall be by notice in writing from the Vice-President, Academic, Research & Innovation or the Dean/Associate Dean on behalf of the Board and shall, among other things state the effective

date, term and category of appointment and specify the annual salary consequent thereof, in conformity with the recommendations of the Faculty Selection Committee. Each letter of appointment shall be accompanied by a copy of the Agreement and shall contain a statement that the appointment is subject to the terms and conditions of the Agreement. The Faculty Association shall be sent a copy of the letter of appointment.

- 4.9 All new Faculty Members shall, at the commencement of their employment, receive from the Department (Chair) a complete workload outlining all duties expected of them.
- 4.10 Where an administration Employee who was a faculty member at Lakeland College wishes/agrees to return to a faculty position, and can demonstrate the qualifications or the ability and willingness to obtain same within a year, then he/she shall be so designated if any of the following applies:
- (a) there is a suitable, available position;
 - (b) at the conclusion of a term appointment;
 - (c) to temporarily replace a faculty member on long-term leave or leave of absence;
 - (d) as per another Agreement, as agreed to by both the Faculty Association and the Board of Governors.

A redundancy cannot have occurred in the area concerned within the past two (2) academic years.

ARTICLE 5 – CATEGORIES OF APPOINTMENT

- 5.1 Faculty members appointed in accordance with the terms of this Agreement shall be in one of the following four (4) categories as per Clause 1.20:
- (a) Continuing Full-Time;
 - (b) Continuing Part-Time;
 - (c) Sessional Full-Time;
 - (d) Sessional Part-Time.
- 5.2 (a) Normally, after two (2) consecutive Sessional Full-Time appointments, and where assured government program funding is

available, Sessional Full-Time positions will be considered for conversion to a Continuing Full-Time position. This consideration will follow consultation between the Faculty Association and the Vice-President, Academic, Research & Innovation.

- (b) Notwithstanding 5.2 (a), Sessional Full-Time positions established to cover situations such as Long-Term Professional Development Leaves, Chair releases, Leave of Absences, or temporary promotions may exceed two years.
- 5.3 Department Chair(s) shall be selected by the College from within the School, for a term of approximately three (3) years, ending on June 30. The selection process shall be developed by the Dean/Associate Dean in consultation with the Faculty Members of the School. Candidates for the position of Chair shall normally occupy Continuing Full-Time positions.
- 5.4 If a Faculty Member wishes to reduce his/her appointment status from a Continuing Full-Time to a Continuing Part-Time position, a special written Agreement specifying maximum teaching load and a salary may be reached between the Faculty Association and the Vice President, Academic, Research & Innovation.

ARTICLE 6 – NOTICE OF RESIGNATION

- 6.1 A Continuing Faculty Member is required to provide the Employer with no fewer than sixty (60) calendar days' written notice of resignation. For each calendar week, or fraction thereof, that the written notice falls short of sixty (60) days, the Faculty Member shall be required to forfeit one day's pay up to a maximum of six (6) days.
- 6.2 A Sessional Faculty Member is required to provide the Employer with six (6) weeks' prior written notice of resignation if he/she wishes to resign in good standing.
- 6.3 A Faculty Member who absents himself from his/her employment and who has not informed the Employer shall, after five (5) consecutive work days of such unauthorized absence, be considered to have abandoned his/her position and will be deemed to have resigned, unless it is subsequently shown by the Faculty Member that special circumstances such as illness prevented him from reporting to his/her place of work.
- 6.4 Notwithstanding Clause 6.1, where it can be shown that the Faculty Member was forced into an early departure due to a family crisis, the Faculty Member will be considered to have resigned in good standing and shall not be required to forfeit pay.

**ARTICLE 7 – REASSIGNMENT AND REDUNDANCY OF CONTINUING
EMPLOYEES**

- 7.1 This Article applies to positions that have or will become redundant. The intent of this Article is to make just provisions for the Faculty Member so affected.
- 7.2 The Board shall notify the Faculty Association when a redundancy within a School is anticipated. A Committee, consisting of three College Administrators and three Faculty Association representatives will meet to review the potential redundancy. The Committee will explore options (e.g. reassignment or retraining) related to that redundancy and forward their recommendations to the President.
- 7.3 The President will consider proposals for retraining which would reasonably allow a Faculty Member, whose position may be declared redundant, to assume a vacant position.
- 7.4 Prior to declaring redundancy the Board shall make every reasonable effort to place a Faculty Member in a comparable position which is being filled by the College and which the Faculty Member is reasonably able and qualified to assume.
- 7.5 The Board may declare that a Faculty Member's position is redundant (or will become redundant as of a certain date) due to decreased enrolment, course changes, technological changes, elimination of services, or lack of operational funding.
- 7.6 Should the Board declare that a Faculty Member's position is redundant, the Board shall give six weeks' prior written notice to that Faculty Member and a copy of that notice shall be provided to the President of the Faculty Association at the same time.
- 7.7 If at the end of the six week notice period referred to in Clause 7.6 above, the Board is not able to find a comparable position for the Faculty Member whose position has been declared redundant, the employment of the Faculty Member is terminated, and the Board will compensate the Faculty Member for years of service as follows:

3 to fewer than 5 years	6 months' salary
5 to fewer than 7 years	8 months' salary
7 to fewer than 10 years	10 months' salary
10 years or over	12 months' salary

This payment is in addition to the salary payable during the six week notice period.

Continuing Part-Time Faculty Members shall be compensated as noted above on a prorated basis.

- 7.8 For the 18 months following the date of the termination of the employment of the Faculty Member whose position has been declared redundant, the Faculty Member shall be given preferential consideration for any comparable position which is being filled by the college, which the Faculty Member is reasonably able and qualified to assume.
- 7.9 A Faculty Member who receives severance pay pursuant to the provisions of this Article, and is subsequently rehired in any capacity by the College, shall not be paid twice for the same period of time.

ARTICLE 8 – PROBATION

- 8.1 When Faculty Members are initially granted a continuing position, they shall be required to serve a probationary period of two (2) years.
- 8.2 Upon satisfactory completion of the probationary period, the faculty member in a full-time continuing or part-time continuing position shall be appointed to continuing member status.
- 8.3 The recommendation for continuing appointment shall be made by the Dean/Associate Dean to the Vice President, Academic, Research & Innovation not less than two (2) months before expiration of the candidate's probation. This recommendation will be based on the majority decision of the Faculty Evaluation Committee.

ARTICLE 9 – DISCIPLINARY ACTION

- 9.1 A Faculty Member may be disciplined for just cause only.
- 9.2 Disciplinary action may take the form of a written reprimand, suspension with pay, suspension without pay, or dismissal.
- 9.3 The reasons for any disciplinary action will be clearly communicated to the Faculty Member. The Faculty Association will be copied immediately on all disciplinary action. The timelines for grievance as per Article 18 – Grievance Procedure shall commence only when the association has been copied.
- 9.4 Upon the request of a Faculty Member, written reprimands or other letters of a disciplinary nature more than thirty-six (36) months old shall be removed from their personal file, provided that the file does not contain any further record of disciplinary action during that thirty-six (36) month period.

ARTICLE 10 – FACULTY ASSOCIATION BUSINESS

- 10.1 Subject to Clause 10.2, time off, without loss of regular earnings, will be provided for Faculty Association officers to conduct official Faculty Association business on the following basis:
- (a) Members of the Negotiating Committee for time spent meeting with representatives of the Board during formal negotiation of a Collective Agreement;
 - (b) Faculty Association Members for time spent meeting with representatives of the Board at formal Employee Management Committees where matters of mutual concern are discussed.
- 10.2 (a) Time off shall be granted except where disruption of work will arise. Faculty Members shall provide as much advance notice as is reasonably possible when requesting time off. Where such time off is granted for an indeterminate period the Faculty Member shall communicate with the employing department on a daily basis in respect to the date of return.
- (b) The Board agrees to pay one third (1/3) release time for the President of the Faculty Association.
- 10.3 Notwithstanding Clause 10.1 and pursuant to Clause 10.2 (a), the Faculty Association shall be allowed to buy such service time as it deems necessary. Any Faculty Member granted service time shall in no way suffer loss of any benefits, increments, privileges, or any other Faculty Member right.
- 10.4 Pursuant to Clause 10.3 above, the Faculty Association will pay the Board the cost of replacement salaries only.
- 10.5 Notwithstanding Clauses 10.1 and 10.2 (a) above, the Board grants one (1) working day/year when classes are not being held in order to allow the Faculty Association and Management Executives, and the Faculty Negotiating Committee to discuss the Collective Agreement with the Faculty Association.
- 10.6 Neither the Board nor any person acting on behalf of the Board shall:
- (a) refuse to employ or not continue to employ any Faculty Member or discriminate against any Faculty Member in regard to employment because the said Faculty Member is a member, officer or representative of the Faculty Association.

- (b) seek by intimidation, threat of dismissal or any other kind of threat, by the imposition of a pecuniary or other penalty or by any other means to compel a person to refrain from becoming or to cease to be a member, officer or representative of the Faculty Association.
- (c) suspend, discharge, or impose any financial or other penalty on a person employed by the Board or take any other disciplinary action against the Faculty Member by reason of that Faculty Member having refused to perform an act prohibited by this Collective Agreement.

ARTICLE 11 – PERFORMANCE APPRAISAL

- 11.1 The Professional Standards Committee's Procedures for Faculty Evaluation and Selection, September 2002, will become Appendix A, Performance Appraisal of the Collective Agreement.
- 11.2 The Vice President, Academic, Research & Innovation and the Faculty Association's Professional Standards Committee will maintain, through mutual agreement, Appendix A, Performance Appraisal.

ARTICLE 12 – TEMPORARY PROMOTION

- 12.1 To be eligible for acting incumbency pay, a Faculty Member shall be required to perform the principle duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he/she may also be required to perform some of the duties of his/her regular position. On completion of the minimum five (5) work day qualifying period in an acting incumbency position, a Faculty Member shall be eligible for acting incumbency pay for the total period of acting incumbency including the five (5) day qualifying period.
- 12.2 Acting provisions shall not apply where a Faculty Member is designated additional limited duties to cover off for a Faculty Member proceeding on annual vacation. Where a Faculty Member qualifies in an acting incumbency position, he/she shall receive a minimum of five (5) percent of his/her current salary in addition to his/her regular salary, or he/she may receive the minimum salary for the class in the higher level position.
- 12.3 When a Faculty Member is required to serve full-time for a continuous period of three (3) calendar months or longer, or such shorter period as approved by the President, as the temporary incumbent of a position with a higher maximum salary assignment than that assigned to his/her regular position for that period, his/her salary shall be increased by such amount as specified by the Board but will not be less than five (5) percent higher. When reporting gross salary for all Faculty Members, salary amounts paid to Faculty Members when they are receiving acting incumbency pay for

Lakeland College work assignments outside of the Faculty Association shall be excluded.

- 12.4 When a Faculty Member who has been serving in a temporary promotion capacity returns to his/her regular position, his/her salary and anniversary date shall be re-adjusted to that which would be in effect if he/she had continuously occupied that position.
- 12.5 The temporary promotion shall be established for a period of not more than one (1) year except where a Faculty Member has been accepted on a foreign assignment with CIDA or CUSO, in which case the President may extend the temporary promotion up to but not exceeding two (2) years.
- 12.6 Should the College desire to make the promotion permanent during the term of the temporary promotion, the temporary promotion shall become of a permanent nature upon the approval of the Board of Governors.
- 12.7 A Faculty Member temporarily promoted to a higher position shall retain his/her membership in the Faculty Association.

ARTICLE 13 – WORKLOAD

- 13.1 (a) A Faculty Member's workload includes teaching load.
- (b) Teaching load shall be measured by contact hours and involves time spent by a Faculty Member in a scheduled lecture (traditional or online), laboratory, practicum, or other approved group or individual instruction.
- (c) A Faculty Member's annual teaching load will be as follows:

Category 1:

Minimum 400 hours, maximum 530 hours

Category 1 includes the following:

Agricultural Sciences; Environmental Sciences; Business; University Studies; Interior Design; and Human Services.

Category 2:

Minimum 455 hours, maximum 650 hours

Category 2 includes the following:

Trades & Technology (except Interior Design); Academic Upgrading; Health and Wellness; Fire and Emergency Training; and International & Distance Learning.

Workloads will be based on the category in which the Faculty Member has 50% or more of his/her assigned contact hours.

All new programs will be categorized through mutual agreement between the Vice-President, Academic, Research & Innovation, and the Faculty Association.

Continuing Part-Time Faculty Members in each of these categories shall have their workloads negotiated as per Article 5.4.

Under normal circumstances Sessional Full-Time Members in each of these categories shall at minimum commence employment two weeks before the first day of their class.

Effective July 1, 2009, Sessional Full-Time Faculty Members will be assigned a maximum of 210 work days in the academic year. Effective July 1, 2010, the maximum assignable work days will be revised to reflect a maximum of 200 work days.

Sessional Part-Time Faculty Members' teaching load in each of these categories shall not exceed 250 hours unless agreed to by the affected faculty member and after consultation with the Faculty Association.

The workload for Full-Time Faculty Members hired as Counsellor, Public Services Librarian, or The Learning Centre Coordinator, shall be 35 hours per week.

(d) The Workload Review Committee shall review workload assignments and endeavor to ensure equitable workloads.

(e) Category 1 - shall not teach more than 18 contact hours per week

Category 2 - shall not teach more than 20 contact hours per week

The maximum weekly hours may be exceeded only with the mutual agreement of the Faculty Member, the Faculty Association, the Department Chair, and the Dean/Association Dean.

(f) It is understood and agreed that differentiated average teaching loads have been established across the Schools, and even within programs of a given School. This reflects the various factors that influence what is mutually agreed to as a reasonable teaching load for a particular School or program. An individual Faculty Member's teaching load is determined to be reasonable within this context.

There are several factors that will influence an individual Faculty Member's annual teaching load which may result in a variation to the differentiated average teaching load established. These factors include, but are not limited to:

- Large Class size
- Faculty member's experience with subject area
- New or novice faculty member
- New course(s)
- Marking requirements
- Student Learning needs
- Weekly travel between campuses
- Method of delivery (e.g. on-line)
- Overnight/Weekend Field Trips
- New Technology/Software

(g) When faculty members are below the differentiated average teaching load and there are no factors to influence this reduction, then the Faculty Member and the Department Chair shall mutually agree what types of additional workload could be assigned during the academic year to arrive at the differentiated teaching load. These additional workload responsibilities include, but are not limited to:

- Career and/or course counseling
- Projects
- Program and curriculum development
- Professional Development
- Committee work
- Selection process, Faculty Evaluation, Mentoring
- Clubs
- Student Recruitment and Retention
- Applied Research
- Program Head Duties
- Annual/Comprehensive Program Reviews

(h) A tentative workload shall be determined and signed-off by March 31 prior to each academic year by mutual agreement between the Department Chair(s) and the Faculty Member. By April 15 prior to each academic year, the Dean/Associate Dean will review for approval, the tentative workload, and meet with the Faculty Member if adjustments are necessary, to finalize and approve the workload component. Copies of all approved workloads will be forwarded to the Faculty Association by April 15 prior to each academic year.

- (i) It is also understood and agreed that any additional workload beyond what has been agreed upon in 13.1 (h) shall be treated as overload and shall be paid according to 20.4 (a) and 20.4 (b).
 - (j) Amendments to the workload shall be determined and signed off any time during the academic year by mutual agreement between the Dean/Associate Dean, Department Chair(s) and Faculty Member.
 - (k) In the event that mutual agreement cannot be achieved then the Dean shall make a final decision.
- 13.2 (a) Notwithstanding 13.1 (j) and 13.1 (k) the Faculty Member may file an appeal with the Vice President, Academic, Research & Innovation who will convene and chair a committee to hear the appeal. The appeal committee will consist of two Faculty Members appointed by the Faculty Association and one member appointed by the Vice President, Academic, Research & Innovation. In determining a final decision on workload the committee shall consider all the factors listed in Article 13.1 (f) and 13.1 (g).

In determining a final decision on amendments, the committee shall, at minimum, consider the following additional factors:

- the faculty member's experience with the amended workload
- the length of notice of the amendment
- the reason for the amendment

A consensual decision of this committee shall be binding. The Faculty member, the Dean/Associate Dean and the Department Chair will attend the meeting to provide information only.

- (b) If a consensual decision cannot be reached by the appeal committee then the Vice President, Academic, Research & Innovation, will make the final binding decision.

ARTICLE 14 – UNIFORMS AND PROTECTIVE CLOTHING

- 14.1 Uniforms, coveralls, smocks or other such items shall be provided at the rate of at least one (1) per semester for the protection of the Faculty Member's personal garments. Such items shall be provided, replaced and cleaned upon request of the Faculty Member.
- 14.2 Protective clothing and safety equipment shall be provided by the Board as required by the Occupational Health and Safety Act and the Regulations thereto.

ARTICLE 15 – TRAVEL, SUBSISTENCE, MILEAGE AND MOVING ALLOWANCES

- 15.1 A Faculty Member who is authorized to travel on College business or who is relocated, or who otherwise incurs expenses on behalf of the College, shall be entitled to claim expenses and allowances as established by regulations. Compensation provided by the regulations shall be adjusted annually, on July 1, to reflect increases provided by Regulations Governing the Payment of Subsistence and Travelling Allowances pursuant to College policy.
- 15.2 No annual adjustments provided under Clause 15.1 above will be applied retroactively.
- 15.3 Any Faculty Member requested to change his/her campus of employment, for a period of one Academic Year or less, shall be compensated according to the regulations governing the payment of subsistence and traveling allowances pursuant to College policy for any expenses incurred.
- 15.4 Following consultation and agreement with the Faculty Association, the Dean/Associate Dean may choose to reimburse some travel expenses for Sessional Part-Time faculty members who are employed for subject specialization.

ARTICLE 16 – LEAVE WITHOUT PAY

- 16.1 Where operational requirements permit and with the approval of the Vice President, Academic, Research & Innovation, leave without pay may be granted in special circumstances to a Faculty Member. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.
- 16.2 Time limits, pursuant to Clause 16.1, shall be waived when it can be established that the Faculty Member for acceptable reasons, was unable to be within the time limit specified.
- 16.3 A Faculty Member shall, pursuant to Clause 16.1, be granted a long term leave without pay for personal reasons for a period, normally, of one (1) year but not exceeding two (2) years from the date of leaving to the date of return, provided he/she has continuing appointment status at the time of application.
- 16.4 Personal reasons shall include leave for purposes of self-actualization. It may also include other reasons, provided they are acceptable to the Vice President, Academic, Research & Innovation.

- 16.5 Any Faculty Member granted leave shall be considered a Faculty Member for the duration of his/her leave and service time shall be granted as provided under Clause 20.3.
- 16.6 The Employer shall ensure that a position no less favorable than the one held by the Faculty Member before commencing the leave of absence is made available on his/her return.
- 16.7 Notification of return or request for an extension of leave shall be given to the Vice President, Academic, Research & Innovation, no less than sixty (60) days prior to completion of the leave.

ARTICLE 17 – MATERNITY AND PARENTAL LEAVE

- 17.1 (a) A pregnant Faculty Member who has been employed for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay.
- (b) The maternity leave is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery. A Faculty Member on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Faculty Member and the College mutually agree to shorten the period, in which case the Faculty Member must provide a medical certificate indicating that resumption of work will not endanger her health.
- (c) A pregnant Faculty Member must provide at least six (6) weeks' written notice of the date she will start her maternity leave. Medical certification certifying that she is pregnant and giving the estimated date of delivery is required.
- (d) A Faculty Member not providing sufficient notice will be entitled to maternity leave if, within two (2) weeks after ceasing to work, she provides the College with medical certification indicating that she was unable to work due to a pregnancy related medical condition and the estimated or actual date of delivery.
- (e) If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of a Faculty Member interferes with the performance of her duties, the College may give the Faculty Member written notice requiring her to start maternity leave.
- 17.2 (a) A Faculty Member will be granted parental leave as follows:
- i) a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of their maternity leave;

- ii) a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth, for a parent who has been employed for at least fifty-two (52) consecutive weeks;
 - iii) A period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption, for a Faculty Member who is an adoptive parent and who has been employed for at least fifty-two (52) consecutive weeks.
 - (b) If two (2) Lakeland College employees are parents of the same child only one (1) employee will be granted parental leave at a time.
 - (c) A Faculty Member must normally provide the College with at least six (6) weeks' written notice of the date they will start parental leave.
 - (d) Written notice under Article 17.1 (c) is deemed to be notice of parental leave unless the notice specifically provides that it is not notice of parental leave.
- 17.3 When a Faculty Member is on maternity and/or parental leave, the Board and Faculty Association will share the costs (50-50) associated with continuing their existing health and dental plan coverage for the period of leave.
- 17.4 A Faculty Member granted maternity and/or parental leave shall be returned to their former position or be placed in another position at the same salary level upon their return to work. The Faculty Member will be required to give four (4) weeks' notice of their intention to return to work. The Board may defer a Faculty Member's return to work through a Leave Without Pay until the commencement of the next semester. Failure to give notice in writing four (4) weeks prior to the end of the scheduled leave, or failure to return to work on the date specified in the written notice shall constitute an abandonment of position.
- 17.5 The Faculty Member must provide the College at least four (4) weeks' written notice of the date on which they intend to resume work and in any event not later than four (4) weeks before the end of the leave period to which they are entitled or four (4) weeks before the date on which they have specified as the end of their leave period, whichever is earlier.
- 17.6 An employee who does not wish to resume employment after maternity or parental leave must give the employer at least four (4) weeks' written notice of intention to terminate employment.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.1 (a) The Board recognizes the Faculty Association Grievance and Discipline Committee duly constituted according to the Constitution and By-laws of the Faculty Association as the official representative of the Faculty Association, and of any Faculty Member who asks for its assistance in processing a grievance as set forth in Clause 18.1 (b).
- (b) A Grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement, or whether any such difference can be the subject of adjudication.
- (c) A grievance concerning the suspension, dismissal, discipline, or termination of employment of a Probationary or Sessional Faculty Member may be the subject of the grievance procedure except that the decision at Level II shall be final and binding.
- 18.2 A Faculty Association representative shall not discuss a grievance, or leave his/her place of work to investigate a grievance, during working hours without first notifying his/her supervisor.
- 18.3 A reasonable effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievance. In the event this process does not resolve the issue, the following grievance procedure shall apply:
- 18.4 (a) Level I
- (b) The Level I Grievance Officer shall be the Vice President, Academic, Research & Innovation (or designee).
- (c) If a Faculty Member, or a group of Faculty Members, has a grievance, the Faculty Member or group of Faculty Members shall submit to the Vice President, Academic, Research & Innovation a written statement of the grievance within fourteen (14) days of the date upon which the subject of the grievance occurred, or of the date that the grievor(s) became aware of, or reasonably should have become aware of, the alleged grievance.
- (d) The grievance must be signed by the Faculty Member(s) and the Faculty Association, and shall contain:
- i) the summary circumstances giving rise to the grievance;

- ii) the provision(s) of the Agreement considered violated; and
 - iii) the particulars of the remedy sought.
- (e) The Level I Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render his/her written decision within twenty-eight (28) days of receipt of the grievance.
- 18.5 (a) Level II
- (b) The Level II Grievance Officer shall be the President (or designee).
- (c) With the written approval of the Faculty Association, a Faculty Member not satisfied with the reply at Level I shall, within fourteen (14) days of receipt of that decision, submit his/her grievance in writing to the President.
- (e) The Level II Grievance Officer shall meet with the grievor(s), the Faculty Association representative, and the Director of Human Resources (or designee) within fourteen (14) days of receipt of the grievance, and shall render his/her written decision within twenty-eight (28) days of receipt of the grievance.
- 18.6 (a) Level III: Arbitration
- (b) The notice of desire to submit the difference to arbitration must be filed within fourteen (14) days of receipt of the decision at Level II.
- (c) The notice shall contain a statement of the difference and name the Faculty Association's appointee to the Arbitration Board.
- (d) The Board shall, within five (5) working days of receipt of such notice, inform the Faculty Association of the name of its appointee to the Arbitration Board.
- (e) The two appointees so selected shall, within thirty (30) working days of the appointment of the second of them, appoint a mutually acceptable third person who shall be the Chairman.
- (f) If either of the parties to the grievance fails to name its appointee to the Arbitration Board within the time limits provided, such appointment shall be made by a Justice of the Court of Queen's Bench upon the application of the other party, giving three (3) clear days' notice of such application. Similarly, if the two appointees fail

to agree upon a Chairman, the appointment shall be made by a Justice of the Court of Queen's Bench upon the application of either party upon three (3) clear day's notice to the other.

- (g) After the Arbitration Board has been duly formed, it shall meet as soon as possible after the appointment of the Chairman and hear such evidence as the parties may desire to assure a full and fair hearing and shall render its decision in writing to the parties as quickly as possible after the completion of the hearing. The decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and any persons bound by this Agreement. If there is no majority, the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board. The Arbitration Board has the authority to:
- i) request the attendance of any witness it deems necessary;
 - ii) keep a record of the proceedings;
 - iii) request access to any documents or other materials relating to the dispute;
 - iv) correct any typographical error or omission in the Agreement or any previous award;
 - v) make such other directive, varying the penalty as it considers fair and reasonable having regard to the terms of this Agreement.

18.7 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairman.

18.8 The Arbitration Board, by its decision, shall not alter, amend, or change the terms of this Agreement nor shall it render a decision inconsistent with the terms of this Agreement.

18.9 Where a Faculty Member has been dismissed, the Arbitration Board may direct the Board to reinstate the Faculty Member and pay to him/her a sum equal to his/her salary loss by reason of his/her suspension or dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable.

18.10 The following provisions apply to grievances under Clauses 2.4 (c) and 10.6:

- (a) A grievance launched pursuant to Clause 2.4 (c) or Clause 10.6 may at the option of the greivor be commenced pursuant to Clause 18.11 (a);
- (b) Upon finding that Clause 2.4 (c) has been breached, the Arbitration Board, in addition to other remedies available to it:
 - i) shall issue a directive directing the Board, the Faculty Association, or the authorized representative concerned, to bargain in good faith and make every reasonable effort to enter into a Collective Agreement, and
 - ii) may prescribe the procedure or conditions under which the collective bargaining is to take place.
- (c) Upon finding that Clause 10.6 has been breached, the Arbitration Board, in addition to other remedies available to it, may rectify the act in respect to which the grievance is made, and without restricting the foregoing, the Arbitration Board may issue a directive to the Board to cease doing the act in respect of which the grievance was made.

18.11 (a) Mediation Option Prior to Level III

- (b) During the fourteen (14) day period in Level II to refer a grievance to Level III, either the Board or the Faculty Association may recommend in writing that they wish to refer the grievance to mediation according to the following procedure.
- (c) The party to whom the notice is given has seven (7) working days to accept or reject the recommendations. Grievances will be referred to mediation only if both parties so agree.
- (d) The two parties will exchange lists of potential mediators. Failing to reach an agreement within seven (7) days, they shall jointly request the Alberta Arbitration and Mediation Society to appoint a Mediator.
- (e) Upon the appointment of a Mediator, the Alberta Arbitration and Mediation Society shall notify the Board and the Faculty Association accordingly.
- (f) The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree.
- (g) The Mediator shall, in such manner as he/she sees fit, without delay, enquire into the dispute and endeavor to resolve it by:

- i) hearing representations from the parties;
 - ii) mediating between the parties;
 - iii) encouraging the parties to resolve the grievance.
- (h) The Mediator will provide the parties with a report outlining the basis for settlement. The Mediator's recommended settlement will not set precedence.
- (i) The mediation process shall conclude with one of the following options:
- i) Settlement of the grievance according to terms agreed by the parties during the mediation process.
 - ii) A determination by the mediator that a settlement cannot be reached, and that issuing a recommendation would not be appropriate.
- (j) If no settlement is reached at mediation, the fourteen (14) days to refer a grievance to Level III will commence from the date the mediation is concluded.

18.12 (a) Time Limits

- (b) If the Faculty Association fails to process the grievance within the time limits specified, the grievance shall be deemed to be abandoned.
- (c) If the Board fails to process the grievance within the time limits specified, the grievance shall move to the next applicable level.
- (d) The time limits may be extended by mutual agreement in writing.

ARTICLE 19 – SPECIAL LEAVE

19.1 If emergency or uncontrollable personal circumstances prevent a Faculty Member from reporting to work, special leave shall be granted by the Dean/Associate Dean subject to the following:

- (a) The Faculty Member shall communicate the reason for the special leave to the Dean/Associate Dean as soon as possible prior to the commencement of the leave.

- (b) Special Leave shall be limited to the time required to attend to the circumstances.
 - (c) Any absences under this section shall not be extended beyond five (5) consecutive work days without the Dean/Associate Dean's prior approval.
 - (d) Special Leave shall be limited to twelve (12) work days per academic year, unless additional special leave is approved by the Board. This entitlement will be prorated for those eligible employees who commence employment other than at the commencement of a fiscal year.
- 19.2 When a Faculty Member is required to serve as a juror, summoned or subpoenaed as a witness or a defendant to appear in court to give evidence or to produce records, he/she shall be allowed leave with pay, but any juror/witness fee receivable by him/her shall be paid to the Board.
- 19.3 When a Faculty Member is summoned or subpoenaed as a witness in any matter arising out of proceedings to which the Faculty Member is a party, no compensation shall be paid.
- 19.4 The Board shall grant military leave to a Faculty Member:
- (a) Where his/her services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
 - (b) Where during a national emergency he/she volunteers for service, or is conscripted into the armed forces for the duration of the emergency;
 - (c) Where he/she volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 19.5 A Faculty Member shall not be required to forfeit any of his/her vacation entitlements. However, this section does not preclude the Faculty Member from using vacation leave for the purpose of attending military training.
- 19.6 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.
- 19.7 When a Faculty Member has been granted military leave in accordance with Clause 19.4 and that Faculty Member produces a letter from National Defence Headquarters to the Board of Governors, stating the amount paid

by the Department of National Defence to such a Faculty Member, that Faculty Member shall receive his/her full rate of pay from the Board, less the amount he/she received from the Department of National Defence.

- 19.8 The Faculty member shall not suffer any loss of pay, or any other benefit or privilege of this contract in the event that the Board declares a special leave.
- 19.9 Normal absence reporting procedures apply to all special leave entitlement.

ARTICLE 20 – CONDITIONS GOVERNING SALARY ENTITLEMENT

20.1 Faculty Members will be paid in accordance with the following salary grid:

July 1, 2011 - June 30, 2012

1.0	59,650	10.0	79,536
1.5	60,764	10.5	80,669
2.0	61,874	11.0	81,746
2.5	62,964	11.5	82,821
3.0	64,078	12.0	83,926
3.5	65,260	12.5	85,031
4.0	66,283	13.0	86,137
4.5	67,374	13.5	87,241
5.0	68,511	14.0	88,346
5.5	69,579	14.5	89,451
6.0	70,716	15.0	90,552
6.5	71,807	15.5	91,657
7.0	72,920	16.0	92,761
7.5	74,034	16.5	93,866
8.0	75,147	17.0	94,970
8.5	76,216	17.5	96,074
9.0	77,329	18.0	97,178
9.5	78,442	18.5	98,283

- (a) Faculty members in Continuing Full-Time positions shall, on their hiring anniversary date, receive one (1) full step on the salary grid.
- (b) Faculty members in Continuing Part-Time positions shall, on their hiring anniversary date, receive an increase to the nearest half-step on the salary grid, based on teaching load.
- (c) Sessional Full-Time Faculty Members, shall, upon subsequent appointment, be advanced one (1) full step on the salary grid.
- (d) When determining grid steps, no Faculty Member can move more than one (1) grid step in any one academic year.

- (e) The maximum experience increments attainable by a Faculty Member is eleven (11) full steps beyond the grid placement based on academic qualifications, as per Clause 20.2.

20.2 Salary grid placements based on academic qualifications and experience:

- (a) All academic qualifications reference credentials as conferred by Alberta Post Secondary Institutions or Departments, or their equivalents. Relevant qualifications shall be recognized according to the following schedule:

ACADEMIC PLACEMENT

- 1.0 - College Diploma; or
 - 1200 hours of IFSAC or ProBoard Certified Training
- 2.0 - Journeyman's Certificate; or
 - 2400 hours of IFSAC or ProBoard Certified Training.
 - two or more College Diplomas
 - 2nd Class Power Engineer
- 2.5 - Two or more Journeyman's Certificates
 - Bachelor's Degree
 - 1st Class Power Engineer
- 3.0 - A Bachelor's Degree plus any one of the following:
 - One year of academic qualifications towards a Master's Degree
 - Journeyman's Certificate
 - CMA or CGA
 - Two Diplomas
- 4.0 - Two Bachelor's Degrees
- 6.0 - A Master's Degree or DVM
- 6.5 - Two Master's Degrees
- 7.5 - Doctorate

- (b) In the case of appointments of Faculty Members with unique or special skills, the Board reserves the right to pay in excess of the ranges and increments set forth here. These appointments and excess pay are to be done in consultation with the Faculty Association.

- (c) Previous post-secondary teaching for instructional staff and/or relevant work experience for professional resource staff shall be recognized at a ratio of one (1) increment for each year of such experience.
- (d) In determining increments for post-secondary teaching or other relevant work experience, the maximum experience recognized for placement purposes shall be one (1) year in any twelve-month period.
- (e) Relevant post qualification work experience for instructional staff shall be recognized at a ratio of one (1) increment for two (2) years of such experience.
- (f) The minimum initial placement for all Continuing Full-Time Faculty Members will be step four (4.0) on the salary grid.
- (g) Notwithstanding 20.2 (c), 20.2 (d) and 20.2 (e), upon mutual agreement between the Faculty Association and the Board, a market adjustment may be used at initial appointment.
- (h) It is recognized that other educational and training qualifications should be considered by the Educational Qualifications Review Committee for placement and advancement on the grid. Professional designations that are relevant to an academic department and pertain to teaching assignments shall be recognized for grid advancement. Faculty Members who feel they have advanced their academic credentials may, in writing, ask the Educational Qualifications Review Committee to consider their request.
- (i) An Educational Qualifications Review Committee will be established, consisting of the Vice President, Academic, Research & Innovation as Chair, two Deans/Associate Deans and two members of the Faculty Association. All appeals regarding placement or advancement on the grid shall be made to this committee and its decision shall be final and binding. Copies of the decision will be sent to the Faculty Association and Human Resources.
- (j) Experience used for the purpose of calculating academic placement on the salary grid shall not be considered for incremental purposes.

20.3 After his/her initial appointment, when a Faculty Member completes requirements for an additional qualification increment, as specified in Clause 20.2 (a), he/she shall have his/her qualifications adjusted for salary purposes according to the terms of this Agreement. Such resulting adjustments shall be made effective the first day of the month following

the presentation of acceptable proof of attainment of the additional qualifications to Human Resources.

- 20.4 Continuing Faculty Members and Sessional Full-Time Faculty Members who exceed a full workload as determined through Clause 13.1 (h), shall be paid at the overload rate of pay.
- (a) Overload payment for teaching will be based on a rate of 1/1000 of the Faculty Member's salary grid placement for each hour of teaching overload. This rate includes paid holiday pay and annual vacation entitlement.
 - (b) Where overload arises due to other workload assignments, there shall be mutual agreement between the Department Chair and the Faculty Member as to the level of overload and the equivalent number of hours to be paid at a rate of 1/1000 of the Faculty Member's salary grid placement. This rate includes paid holiday pay and annual vacation entitlement.
 - (c) Overload shall be calculated and paid within 60 days of the overload teaching. The Faculty member will receive written notification of the overload hours and the salary amount.
- 20.5 The Board shall pay each Faculty Member his/her salary entitlement no later than two (2) banking days before the end of each month.
- 20.6 (a) Department Chair(s) shall receive a modifier equal to \$4,500 per annum over and above present gross salary, and a minimum reduction of their teaching load by twenty-five (25) percent.
- (b) If a Department Chair feels that the amount of time spent on administrative duties as outlined in the job description requires a teaching load reduction in excess of 25 percent, he/she can recommend a more appropriate reduction to his/her Dean/Associate Dean.
- 20.7 (a) Faculty Members hired on a Continuing Part-Time appointment shall earn salary as a percent of the yearly salary on the grid.
- (b) Faculty members hired as Counsellor, Public Services Librarian, or The Learning Centre Coordinator on a Continuing Part-Time appointment shall earn salary as a percentage of the yearly salary on the grid. The percent shall be their initial assigned weekly hours divided by 35. Additional hours assigned after the initial assignment shall be paid as follows:

$$\text{Hourly rate of pay} = \frac{\text{Yearly Salary Grid Placement}}{(261 \text{ days per year} \times 7 \text{ hours per day})}$$

- (c) Faculty Members hired on a Sessional Full-Time appointment, shall earn salary based on the following calculation plus fifteen (15) percent in lieu of Paid Holiday and Annual Vacation entitlements:

$$\text{Salary Grid Placement} \times 0.87$$

- (d) Faculty Members hired on a Sessional Part-Time appointment, shall earn salary based on the following grid plus fifteen (15) percent in lieu of Paid Holiday and Annual Vacation entitlements:

July 1, 2011 – June 30, 2012

	Grid A	Grid B
Diploma/Journeyman	\$33.42	\$39.93
Diploma/Journeyman	\$36.51	\$42.88
Bachelor's	\$38.79	\$45.12
Master's	\$42.67	\$48.82
PhD	\$45.67	\$51.82

Placement on Grid B will normally follow the completion of five (5) years of related experience. Generally, credit shall be one (1) year for one (1) year except that related non-teaching experience will be one (1) year for every two (2) years of experience.

Notwithstanding the above, and following consultation with the Faculty Association, the Dean/Associate Dean may discuss and mutually agree with the Faculty member, to pay a different rate for individuals instructing in courses that are considered to be cost recovery and where enrolment is less than anticipated for direct input costs.

The hours of employment for Sessional Part-Time faculty members hired as Counsellor, Public Services Librarian, or The Learning Centre Coordinator, will be based on the premise that for each hour of work the faculty member will receive one hour of pay.

The hours of employment for all other Sessional Part-Time faculty members will be based on the premise that for every hour in the classroom, there is a minimum additional hour of employment associated with such work as preparation, development, marking, office time, and department meetings.

- 20.8 No Faculty Member shall have his/her salary reduced as a result of a change in working conditions, duties or relocation on a pay grid. In the

event that a faculty member is reclassified, reassigned or demoted to another position (pursuant to Article 7) by the College, the incumbent shall remain at his/her present salary but will forfeit all salary adjustments until such time as the salary in the new position is reached or exceeded. This clause does not apply to the Department Chair stipend as per Clause 20.6 (a).

ARTICLE 21 – PAID HOLIDAYS

- 21.1 Faculty Members are entitled to one day's paid leave for each of the following holidays:
- | | | |
|-----|----------------|-----------------------|
| (a) | New Year's Day | Civic Holiday (1 day) |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Remembrance Day |
| | Victoria Day | Christmas Day |
| | Canada Day | Boxing Day |
- (b) Employees shall be granted the work days from December 24 to January 2 inclusive as Christmas leave.
- (c) Annual vacation leave entitlement shall not be reduced by taking Christmas leave.
- 21.2 If a municipality does not proclaim a Civic Holiday as specified in Clause 21.1 above, the first Monday in August shall be observed as such holiday.
- 21.3 When a day designated as a holiday under Clause 21.1 above falls during a Faculty Member's work week and a Faculty Member is not required to work the Faculty Member shall be granted holiday leave on the day observed as the holiday.
- 21.4 Where an Employee is required to work on the day observed as the holiday, the Faculty member shall receive in addition to his/her regular pay, two (2) days off in lieu with pay at his/her regular rate.
- 21.5 When two (2) days off in lieu are granted under Clause 21.4, Faculty Members not employed in continuous operations shall have the days off scheduled at a time mutually agreeable to the Faculty Member and the Board.
- 21.6 Requests for leave without pay on religious holidays will be considered provided adequate notice of the request is given.

ARTICLE 22 – VACATION LEAVE

- 22.1 (a) Each Faculty Member shall:
- i) accrue vacation leave at a rate of 4.0833 days per month;
 - ii) if employed at the maximum salary rate for more than one (1) year, accrue vacation leave at a rate of 4.5 days per month;
 - iii) take annual vacation entitlements consecutively except by mutual consent;
 - iv) be paid for any leave earned but not taken at the time of termination.
- (b) Where annual holidays conflict with course timetabling, a Faculty Member may be required to take up to a maximum of fifteen (15) consecutive days at a more convenient, mutually agreeable, time of the year, and/or the Board may purchase up to five days from the Faculty Member involved.
- (c) Where normal summer holidays conflict with course timetabling and Department Chair responsibilities, a Department Chair may apply to the Dean/Associate Dean to have up to twenty (20) work days vacation per academic year purchased by the Board.
- 22.2 When a Faculty Member is transferred to a position entitled to vacation under this Article, any vacation leave entitlement earned under Article 12 of the Contract, shall remain in effect until received. Leave under this Article shall be earned on and from the date of transfer. Vacation leave earned prior to being transferred to a position entitled to vacation under this Article shall be taken.
- 22.3 When a Faculty Member is transferred to a position not entitled to vacation under this Article, any entitlement earned under this Article shall remain in effect until taken.
- 22.4 Vacation leave entitlement shall be earned during the first forty-five (45) consecutive work days of authorized sick leave but no such entitlement shall be earned in respect of the remainder of each such period of leave.
- 22.5 Vacation leave entitlement shall be earned when Employees are absent for work days spent on Board authorized committees and for time spent meeting with the Board during formal negotiation of a Collective Agreement.

ARTICLE 23 – ASSOCIATION MEMBERSHIP AND DUES CHECK OFF

- 23.1 All Faculty Members shall be required to pay Association dues. The Board shall, therefore, as a condition of employment, deduct each month the amount of dues, as set by the Association from time to time, from the pay of all Faculty Members covered by this Agreement.
- 23.2 The Board shall remit Association dues deducted from the pay of all Faculty Members, to the Association by the first working day after the fifteenth calendar day of the following month. Where an accounting adjustment is necessary, to correct an under or an overpayment of dues, it shall be effected in the succeeding month.
- 23.3 Deductions remitted shall be accompanied by particulars identifying each Faculty Member, showing Employee number, name and amount of dues deducted.
- 23.4 The Association shall advise the Board, in writing, of any change in the amount of dues to be deducted from the Faculty Members covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of change.
- 23.5 The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.
- 23.6 Deductions for Association dues shall be included on the members' T4 slips.

ARTICLE 24 – PROFESSIONAL DEVELOPMENT

- 24.1 The Board shall provide a Professional Development Fund to the Faculty Association for Faculty professional development.
- 24.2 The Professional Development Fund for the 2011/2012 academic year will total \$305,322.
- 24.3 The amount of \$25,000 will be provided yearly to the Association for administering the fund.
- 24.4 The Professional Development Fund provided in any one year shall increase or decrease from the previous year's provision by the percentage change to the faculty salary grid agreed to for the year.
- 24.5 Unspent money in the Professional Development Fund shall be carried over from one year to the next year.

- 24.6 The Professional Development Fund will be administered by the Faculty Association through a policy developed by the Faculty Association and approved by the Vice President, Academic, Research & Innovation. Amendments to the policy will follow a similar joint process.
- 24.7 Ten percent (10%) of the Professional Development Fund will be set apart annually for College directed Faculty professional development. The Vice President, Academic, Research & Innovation will determine the disbursement of this part of the Professional Development Fund. Those monies allocated by February 28 and not spent by June 30 of each year, or monies that have not been allocated or spent by June 30 of each year will revert to the Professional Development Fund as if they had never been set apart.
- 24.8 The Faculty Association shall submit detailed reports to the Vice President, Academic, Research & Innovation, not less than once per two month period.
- 24.9 The period of time during which a Faculty Member is on Professional Development leave is to be counted as service time under the Collective Agreement.
- 24.10 Once Professional Development leave has been authorized for a Continuing Faculty Member there is an obligation to ensure that a position no less favourable than the one held by the Faculty Member before commencing the leave is made available on his/her return.
- 24.11 During Professional Development leave the Faculty Member shall receive normal benefits.
- 24.12 A Faculty Member who has received Professional Development Fund support will return service to the College as determined by the Professional Development Fund policy.

ARTICLE 25 – BENEFITS

- 25.1 Long-term Disability Insurance (LTDI)
- (a) The Board will effect and maintain a Long-Term Disability Plan pursuant to the contract of insurance for long-term disability mutually agreeable between the parties hereto which such long term disability insurance and plan contained therein will cover all Faculty Members subject to this Collective Agreement.
- (b) The Faculty Member shall pay the total premium costs of providing benefits pursuant to long-term disability insurance.

- (c) An eligible Faculty member who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of one hundred and thirty (130) consecutive work days or six (6) consecutive months, whichever is the shorter period, may apply for the long term disability benefits as provided under the LTD Plan.
- (d) Long-Term Disability benefits payable under the provisions of the LTD Plan, will entitle a Faculty Member, with a qualifying disability, to a total income, from sources specified under the plan, of not less than seventy percent (70%) of his/her normal salary earned as a Faculty member at the time of commencement of absence pursuant to Clause 25.1 (c).
- (e) The maintenance and payment of premium costs of the Long-Term Disability Insurance applicable to Faculty Members covered by this Agreement shall not be altered except through mutual agreement in writing of the parties to this Agreement.
- (f) A Faculty member who received LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Group Life Insurance Plan, shall continue to be covered under this Plan throughout the total period the Faculty Member is receiving LTD benefits and the Board and Faculty Member premium contributions, if applicable, shall be paid solely by the Board.
- (f) The parties to this Agreement acknowledge that the Board may terminate a Faculty member receiving benefits under the contract of long-term disability insurance and whose disability has been prognosed by a third party medical adjudicator to be for an indefinite term provided, however, that should the Faculty member be able to return to work within the life of the Agreement, then, and in that event, the Board shall assure the Faculty Member the return of his/her position occupied at the time the Faculty Member commenced receiving the long-term disability benefits. It being further recognized between the parties herein that should the Faculty Member be able to return to work subsequent to the conclusion of this Agreement, then, and in that event, the Board shall make every effort to locate employment for the Faculty Member in a position similar to that occupied by the Faculty Member at the time he/she commenced receiving long-term disability benefits with it being further understood that the placement or non-placement of such Faculty Member to such similar position is a matter subject to grievance.

25.2 Health Plan Benefits

- (a) The Board shall pay the total premium costs of the Extended Medical Plan for all full-time continuing Faculty Members, their spouses, children and dependents.
- (b) The Board shall pay one-half the total premium costs of the Extended Medical Plan for Continuing Part-Time Faculty Members appointments and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment, if eligible as determined by the terms and conditions of the plan.
- (c) Sessional Part-Time Faculty Members may participate in the Extended Medical Plan by paying the entire cost of the premiums, if eligible as determined by the terms and conditions of the plan.
- (d) A Faculty Member on College business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by this Agreement.
- (e) Subject to the administrative guidelines, all Continuing appointments and Sessional Full-Time appointments will be eligible to receive a Health Spending Account, with monthly allocations prorated from the following annual maximums:

Continuing Full-Time	Family - \$800	Single - \$400
Continuing Part-Time	Family - \$480	Single - \$240
Sessional Full-Time	Family - \$600	Single - \$300

25.3 Group Life

- (a) Participation in the Group Life Insurance Plan is a condition of employment for the following categories of Faculty members:
 - Continuing Full-Time
 - Continuing Part-Time
 - Sessional Full-Time
- (b) The Board shall pay the total premium cost for \$75,000 of basic life coverage for Continuing Full-Time Employees.
- (c) The Board shall pay one-half the total premium cost for \$75,000 of basic life coverage for Continuing Part-Time Faculty Members and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment.

- (d) Sessional Part-Time Faculty Members may participate in the Group Life Insurance Plan by paying the total premium cost for \$75,000 of basic life coverage, if eligible as determined by the terms and conditions of the Plan.
- (e) The Board shall make available a Supplemental Life Insurance Plan for an amount not greater than \$250,000, which the Faculty Member may elect and pay for through payroll deduction.

25.4 Accidental Death and Dismemberment

- (a) The Board shall maintain a Master Insurance Policy for all Faculty Members covered by this Agreement that provides insurance coverage up to a maximum principle sum of \$250,000 in the event of each accidental death, or dismemberment. The total premium costs of this policy shall be paid by the Board. The Board shall provide the Association with a copy of the policy and any letter of intent issued by the Insurer.
- (b) The total premium cost of this policy shall be paid by the Board for Continuing Full-Time Faculty Members. The Board shall pay one-half of the total premium costs of this policy for Continuing Part-Time Faculty Members and a prorated amount for Sessional Full-Time Faculty Members proportionate to the length of employment.
- (c) Sessional Part-Time Faculty Members may participate in the Accidental Death and Dismemberment Plan by paying the total premium costs, if eligible as determined by the terms and conditions of the Plan.

25.5 The Board shall provide general liability insurance coverage for all Faculty Members covered by this Agreement while engaged in the scope of their duties.

25.6 The terms and conditions of all insurance policies and benefits maintained by the College on behalf of its Faculty members shall be by mutual written agreement of the Board and the Faculty.

25.7 The Board shall bear any and all costs associated with proof of insurability and arbitration of grievance against policy carriers agreed to in this contract.

25.8 Notwithstanding Clause 25.9 (a), in the event of any dispute arising from the aforesaid, the Faculty Member shall not be made to suffer any loss of salary, benefits, privileges, increments or rights pursuant to this

Agreement until such time as mutually agreed to or awarded by arbitration.

25.9 Dental Plan

Specific carrier to be determined following investigation and mutual agreement by the Board and the Faculty Association.

- (a) The Plan shall not cover the cost of any dental services provided prior to the date a Faculty Member and the Faculty Member's dependents, if any, become eligible for coverage.
- (b) The Board will pay the entire premium cost for the Dental Plan for Continuing Full-Time Faculty Members. One-half the total premium cost of this Plan will be paid for by the Employer for Continuing Part-Time Faculty Members.
- (c) Continuing Part-Time Faculty Members will be covered by this plan, if eligible as determined by the terms and conditions of the Plan.
- (d) A Faculty Member may become eligible to participate in the Dental Plan on the first day of the month following the date that the Faculty Member completes twelve (12) consecutive calendar months of employment with Lakeland College.

25.10 Notwithstanding the previous provisions of this Article concerning the Board's obligation to pay benefit premiums, the Board shall be obligated only to pay a monthly premium cost up to the maximum of each benefit premium cost as of June 30, 2012, for each participating Employee.

25.11 Pension Plan

- (a) Participation in the Local Authorities Pension Plan (LAPP) is compulsory for all Continuing Faculty Members. Sessional Faculty Members are not eligible to participate.
- (b) The College will make the required deductions from the salaries of eligible faculty members and remit to the LAPP Fund along with their employer contribution amount.
- (c) LAPP will be administered in accordance with the guidelines provided by Alberta Pensions Services.

ARTICLE 26 – ILLNESS LEAVE

26.1 Casual Illness

- (a) “Casual Illness” means an illness which causes a Faculty member to be absent from duty for a period of three (3) consecutive work days or less. If a Faculty Member is ill at work or requires time off for the purposes of attending a dental, physiotherapy or medical appointment, provided he/she has been given prior authorization by the Employer and he/she works one hour in the half day he/she is absent for these purposes, such absence shall neither be charged against his/her casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he/she became ill or attended the appointment.
- (b) At the commencement of each fiscal year a Faculty Member shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day, or portion of a day, of casual illness used, shall be deducted from the remaining casual leave entitlement for that fiscal year.

26.2 General Illness

- (a) “General Illness” means an illness which causes the Faculty Member to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed one hundred and thirty (130) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clause 26.1.
- (b) A Faculty Member at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 26.2 (c) herein:
 - i) Illness commencing in the first month within the first year of employment: no salary for each of the first ten (10) work days of illness and thereafter seventy (70) percent of normal salary for one hundred and twenty (120) work days of illness;
 - ii) For Continuing Faculty Members, illness commencing during the probationary period but following the first month of employment; and for Sessional Full-Time Faculty Members, following the first month of employment: one hundred (100)

percent of normal salary for each of the first twenty (20) work days of illness and seventy (70) percent of normal salary for each of the next one hundred and ten (110) work days of illness;

- iii) Illness commencing during the permanent or continuing status period: one hundred (100) percent of normal salary for each of the first one hundred and thirty (130) work days of illness;
 - iv) For purposes of Clause 26.2 (b) above, "employment" includes salaried employment and also any prior employment on wages provided that there is not a break in service.
- (c) A Faculty Member, upon return to active work after a period of General Illness of fewer than one hundred and thirty (130) consecutive work days, will have any illness leave days used for which normal salary was paid at the rate of 100% reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used, for which normal salary was paid at the rate of 70%, shall be reinstated for future use within the same year of employment at the rate of 70% of normal salary.
- (d) For purposes of this Article, the maximum period of continuous absence recognized shall be one hundred and thirty (130) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 25.
- (e) A Faculty member is not eligible to receive sick leave benefits under this Article if the absence is due to an intentional self-inflicted injury.
- (f) When a day designated as a Paid Holiday under Article 21 falls within a period of general illness it shall be counted as a day(s) of general illness. Under no circumstances shall a Faculty Member be authorized both a day(s) of general illness and a holiday(s) for the same day(s).
- (g) Clause 26.2 is subject to Clause 26.3.
- (h) A Faculty Member on professional development shall be entitled to all benefit(s) pursuant to this Article.

26.3 Proof of Illness

- (a) A Faculty Member may be required to provide proof of illness upon return to work where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may

take the form of a medical certificate or a sworn statutory declaration. The Employer may also require the Faculty Member to submit proof of attendance at a medical, dental, or optical appointment when time off from work is granted to attend such appointments.

- (b) For any absence under Clause 26.2 (General Illness) the Faculty Member shall provide a medical certificate. In addition, the Faculty Member may be required to provide, in advance of returning to the workplace, a medical certificate of fitness to return to work.
- (c) The Board may require that a Faculty Member be examined by a Medical Board:
 - i) in the case of prolonged or frequent absence due to general illness;
 - ii) when it is considered that a Faculty Member is unable to satisfactorily perform his/her duties due to disability or illness. The report of the Medical Board to the Employer shall be limited to the conclusions and recommendations of the Board and the medical information leading to those conclusions and recommendations.
- (d) Pursuant to Clause 26.3 (c), a Faculty Member shall be entitled to have his/her personal physician or other physician of his/her choice to be a member of the Medical Board or to act as his/her counsel before the Medical Board. Expenses incurred under this clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Faculty member's physician.
- (e) Where a Faculty Member has been examined by a Medical Board and is also applying for LTD benefits, a copy of the report of the Board shall be considered as part of the Faculty Member's application.
- (f) The Parties agree that all benefits as provided in Article 26 are intended only for the purpose of protecting a Faculty Member from loss of income when the Faculty member is ill.

26.4 Medical Examinations

- (a) Where the Employer requires a Faculty member to undergo periodic compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This clause does not apply to proof of illness as required under Clause 26.2 of this Agreement.

ARTICLE 27 – INTELLECTUAL PROPERTY

- 27.1 The Vice President, Academic, Research & Innovation and the Faculty Association will finalize and maintain, through mutual agreement, policies and procedures for intellectual property.
- 27.2 Definitions
- (a) "Copyright" bears the same meaning throughout as in the Copyright Act (Canada).
 - (b) "Work" bears the same meaning throughout as in the Copyright Act (Canada).
 - (c) The "Educational Program" includes all intramural credit courses, evening credit courses, summer school and spring session courses.
 - (d) "Public Domain" means all extramural courses, non-credit courses, other educational institutions, the public at large, whether as individuals or organizations.
- 27.3 Where a Faculty Member produces copyright material while in the employ of Lakeland College, he shall be entitled to the full provisions of copyright and the College shall waive any and all right to copyright in a work produced by that Faculty Member provided, however, that such waiver shall not apply in the case of work provided by a Faculty Member who has been engaged by the College to prepare works for the College or part of whose normal responsibilities to the College is to prepare such works.
- 27.4 With respect to any and all material, whether in print or electro-media, a Faculty Member agrees to make available to Lakeland College, for its educational program, without payment of royalty but at the expense of the College, copies of any work produced by the Faculty Member in the course of his employment and involving the use of College production facilities or funds, provided that such commitment does not interfere with other contractual obligations governing the use of the material.
- 27.5 Where a Faculty Member shares copyright with one or more persons in any material produced with the use of College production facilities or funds, the Faculty Member shall ensure that any contract entered into respecting copyright, guarantees use of the material, without payment of royalty, to the College for its educational program.
- 27.6 Where a Faculty Member has copyright in a work produced in whole or in part with the assistance of College facilities or funds then the Faculty Member shall:

- (a) Enter into a contract with the College, such contract to establish at least: fee or royalty, duration of use, editorial control, audience.
- (b) Grant to the College a license to use the work, including the right to grant others the right to use the work according to the Agreement established in Clause 27.6 (a). The Faculty Member shall have the right to restrain the use of his copyrighted material in the event that the College wishes to distribute such material to third parties outside the institution in a manner not provided for in the contract or licence and the College shall secure written permission with a copy to the Lakeland College Faculty Association from the Employee prior to any such arrangement.
- (c) Agree with the College that upon receipt of fees, the same will be divided between the College and the Faculty Member according to the contract provided for in Clause 27.6 (a).

27.7 The College has no obligation to maintain, store or otherwise keep or care for works produced by Faculty Members provided that the College may retain copies of works, if it sees fit, and will on the request of the Faculty Member, retain a master of the final work for a period of time to be then agreed upon between the College and the Faculty Member. Master or copies retained by the College will not be amended, edited, cut or changed in any way by the College without the consent of the Faculty Member or other copyright owner. Where the Institution wishes to erase or otherwise destroy the copyright material, whether during or at the end of the term of the present Agreement, the Faculty Member shall be given one month's notice of such intention and shall be permitted during that time to take a copy of all or part of the material for his own use and at a cost not to exceed the cost of the original material upon which the copy is taken.

27.8 A Faculty Member warrants to the College that he is the owner of the work and of the copyright in the work and that it is an original with him. In cases where fees or licenses for the use of copyright material used in the work required, the Faculty Member shall provide the College with a list of the copyright holders. The College shall be responsible for securing permission to use such copyrights, but the Faculty Member shall indemnify the College against any loss should the list not include a legal copyright owner.

27.9 The College and the Association shall undertake to establish a Copyright Committee comprised of one nominee of each party and a third person mutually agreeable to the two parties. It shall be the responsibility of this committee to hear grievances arising out of the copyright Agreement and to act as a resource to both parties seeking advice and guidance on the copyright provisions of the Collective Agreement. The Copyright Committee

shall be established pursuant to the Agreement and shall establish its procedures for operation.

LETTER OF UNDERSTANDING - Benefits

A Joint Benefits Committee, consisting of no more than two representatives from each of the Lakeland College Faculty Association, the Alberta Union of Provincial Employees – Local 071 Chapter 004, and the Administrative Group, and the Director, Human Resources, shall be formed. The Committee will meet as necessary to discuss and suggest benefit communication strategies, review consultant provided benefit renewal reports, and make recommendations regarding potential benefit plan changes.

LETTER OF UNDERSTANDING - Continuing Reduced-Time

The 1994-95 Collective Agreement made provision for a category of Faculty Member called Continuing Reduced-Time (Clause 5.1). This category was subsequently discontinued. The intent of this letter is to clarify the terms and conditions for the remaining individual in this category, namely:

Cheryl Nawrot

This Faculty Member will be entitled to the same terms and conditions applicable to the Continuing Part-Time category with the following exceptions:

1. Salary shall be at least 0.5 of the respective placement on the salary grid.
2. For assigned hours beyond 17.5 hours per week, Cheryl shall be entitled to an hourly rate as per Clause 20.7 (b).

LETTER OF UNDERSTANDING – Performance Appraisal

Prior to December 31, 2009, the Vice President, Academic, Research & Innovation, in consultation with the Faculty Association's Professional Standards Committee, will modify the Faculty Evaluation Procedure (Appendix A) in order to effectively evaluate the performance of those Faculty Members whose primary responsibilities do not involve traditional classroom teaching. This would include, but is not limited to, Public Services Librarians, The Learning Centre Coordinators, Counsellors, Practicum Coordinators, online Instructors, and Chairs.

LETTER OF UNDERSTANDING – Salary Re-opener

The parties agree that, for the July 1, 2010 to June 30, 2011 year of the Collective Agreement, there will be a salary re-opener.

The parties agree the only item open for negotiations shall be a general adjustment to the salary grids contained in the Collective Agreement along with the corresponding adjustment to the Professional Development Fund.

The parties shall commence negotiations for a general salary adjustment no earlier than January 1, 2010 and no later than February 28, 2010.

If by May 31, 2010 the Association and the Board have not been able to agree upon the salary and professional development fund adjustment, either party may notify the other in writing of its desire to submit resolution of the adjustment to arbitration.

LETTER OF UNDERSTANDING – Workload Implementation

Unless otherwise stated, the parties agree that the application of the workload changes, as outlined in Article 13 – Workload, will not take effect until the second year of this agreement. Until then, the related provisions outlined in the 2007/2009 Collective Agreement will apply.

In witness whereof the parties hereto have executed this Collective Agreement this _____ day of April, 2012, A.D.

Milton Wakefield
Chairman
Board of Governors Lakeland College

Neil Napora
President
Lakeland College Faculty Association

Date

Date

Witness

Witness

APPENDIX A

PERFORMANCE APPRAISAL

In areas where there may be a conflict between this document and the Collective Agreement, the Collective Agreement will have precedence.

September 2002
Amended June 30, 2007

Contents

Article No.	Page
1. Definitions	54 - 56
2. Professional Standards Committee.....	57
3. Faculty Evaluation Committee	58 - 59
4. Job Description Format	60 - 61
5. Evaluation Procedure	62 - 64
6 Peer Evaluation Form	64
7. Student Instructor Evaluation	64 - 65
8. Storage of Evaluations	65

Appendices

Appendix 1 – Faculty Evaluation Package

Appendix 2 – Student Instructor Evaluation

Appendix 3 – Course Reaction Survey

Appendix 4 – Interpretation Guidelines for Course Evaluations

Appendix 5 – Faculty Performance Appraisal Summary Report

Appendix 6 – Code of Conduct and Ethics

Article 1 -- Definitions

Definitions of terms used in the document may also to be found in the Faculty Association Collective Agreement and are included as follows.

In this Agreement, unless the context otherwise requires:

- 1.1 A word used in the masculine gender applies also in the feminine;
- 1.2 A word used in the singular may also apply in the plural;
- 1.3 "Act" means the Post-Secondary Learning Act 2003, Chapter P-19.5, proclaimed in force March 18, 2004;
- 1.4 "President" means the Chief Executive Officer of Lakeland College;
- 1.5 "Faculty Association" means the Lakeland College Faculty Association;
- 1.6 "Academic Council" means Lakeland College Academic Council as required by the Post-Secondary Learning Act;
- 1.7 "Faculty Member" or "Member" means any individual designated by the Board within this Agreement. Individuals employed as Counsellor, Public Services Librarian, or The Learning Centre Coordinator are designated as Faculty Members;
- 1.8.1 "Work Day" shall normally include a morning and an afternoon, or an afternoon and an evening, excluding a Saturday, a Sunday or a paid holiday specified in Article 21 of this Agreement;
- 1.8.2 A Faculty Member's normal hours of work shall not exceed seven (7) hours per day;
- 1.8.3 "Work Day" for part-time Faculty Members shall normally include a consecutive block of time as per Clause 1.8.1;
- 1.9 "Increment" means the difference between one step and the next step within a pay range, as specified in Article 20;
- 1.10 "Family" in addition to its usual meaning, includes common law relatives;
- 1.11 "Full Week" means any five (5) days worked. For purposes of this definition a paid holiday, specified in Article 21 shall be considered a day worked provided the work day immediately preceding and following the holiday is either worked or is a day of vacation or authorized leave;

- 1.12 "Board" means the Board of Governors of Lakeland College;
- 1.13 "School" means an administrative unit under a Dean. "Instructional Unit" refers to a department or grouping of departments under a Department Chair;
- 1.14 "Preparation period" shall be any period in which the Faculty Member does not have assigned duties;
- 1.15 A "Semester" is an instructional period of four (4) consecutive months in duration. The Fall Semester will run from September to December inclusive; the Winter Semester from January to April and the Summer Semester from May to August;
- 1.16 A "Contact Hour" is a period of not less than fifty minutes and not more than sixty minutes spent by a member involved in teaching;
- 1.17 "Teaching" means the art, practice or profession of any individual who develops, instructs, causes to know the knowledge of, or guides the studies of another individual by precept, example or experience;
- 1.18 "Academic Year" means a period commencing July 1 and ending June 30;
- 1.19 "Continuing" member means a Faculty Member whose appointment is continuous from year to year, subject to Article 8.2, and subject to the right of the Board of Governors to dismiss for just and proper cause in accordance with Article 9, Suspension and Dismissal, and subject to the provisions of Article 7, Reassignment and Termination of Continuing Employees;
- 1.20 "Sessional" member means a Faculty Member whose appointment is for a specific period of time within an academic year;
- 1.21 "Probationary" member means a Faculty Member whose appointment is for a period of probation of two (2) years and who shall, subject to Article 8.2, upon satisfactory completion of that probationary period, become a continuing member;
- 1.22.1 "Continuing Full-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been assigned a teaching load of 455 to 650 contact hours;
- 1.22.2 "Continuing Part-Time" member means a Faculty Member whose appointment is continuous from year to year, and who has been initially assigned a teaching load of 260 to 454 contact hours;

- 1.23 "Long Term Professional Development" means those activities undertaken by a Faculty Member to upgrade his teaching skills, research requirements, professional qualifications and/or technical expertise, for a minimum of six (6) weeks and a maximum of twelve (12) months;
- 1.24 "Contact day" is any work day in which a Faculty Member has an assigned teaching load;
- 1.25 "Faculty Evaluation Committee" (FEC) is the committee constituted as per this Appendix – Performance Appraisal, Article 3;
- 1.26 "Peer" is a member who possesses an educational background and performs work similar to that of the member being evaluated;
- 1.27 "Faculty Selection Committee" is the committee constituted as specified in the Collective Agreement, Article 4 – Procedures for Appointments

Article 2 -- Professional Standards Committee

- 2.1 The Faculty Association's Professional Standards Committee (see Collective Agreement Article 11 – Performance Appraisal) will be responsible for the development of the criteria for:
 - a) the award of continuing appointments
 - b) faculty performance evaluation
- 2.2 The Professional Standards Committee will also be responsible for the development of:
 - a) a job description format to be used for all instructional positions and laboratory assistant positions at Lakeland College
 - b) a student evaluation for course and/or instructor
- 2.3 The Professional Standards Committee only shall, on a continuing basis, amend all of or any part of this document as the committee feels necessary, subject to general faculty approval and the approval of the Vice President, Academic, Research & Innovation.
- 2.4 The Professional Standards Committee will address disputes as per Appendix 6: Code of Conduct and Ethics.

Article 3 -- The Faculty Evaluation Committee

- 3.1 Each School/Centre shall establish Faculty Evaluation Committees.
- 3.2 The membership of each committee shall consist of:
- a) Academic Vice-President (or Senior Academic Officer) (SAO)
 - b) Dean – if there is no Dean this committee member shall be appointed by the SAO.
 - c) Department Chair – if there is no Department Chair this committee member shall be a peer faculty member appointed by the SAO.
 - d) Two Faculty Members – these are to be peer instructors
- 3.3 Duties of the members of the Faculty Evaluation Committee:
- a) Academic Vice-President (or Designate) shall
 - i. set forth a schedule of evaluations during each fall semester, indicating both the individuals to be evaluated during the year and the members of the respective Faculty Evaluation Committees,
 - ii. call together and chair the Faculty Evaluation Committees,
 - iii. ensure that the intent of the guidelines set down in this document are followed,
 - iv. ensure consistency in form and content among Faculty Evaluation Committees.
 - b) The Dean and Chair shall evaluate the member's performance in fulfilling their institutional duties as well as their conduct with particular reference to Appendix 6: Code of Conduct and Ethics.
 - c) Two Faculty members, the peer instructors, shall complete the instructor's peer evaluation form(s) (Article 7).
- 3.4 The Faculty Evaluation Committee shall review on an on-going basis, and present its recommendations on, the performance of the following faculty members:

- a) those on probationary appointments
 - b) those on continuing appointments
 - c) those on sessional appointments
- 3.5 The Faculty Evaluation Committee shall make recommendations regarding:
- a) professional development leading to improved performance
 - b) appointment to continuing employment status
 - c) continuation of probation
 - d) termination of probation
 - d) termination of employment
- 3.6 The recommendations of the Faculty Evaluation Committee will be conveyed in writing to the candidate on probation, not less than two (2) months before expiration of the candidate's probation. Failure to do this will, in the first year, automatically result in the extension of the candidate's probation for a further year, and in the second year continuing employment status.
- 3.7 All Faculty Evaluation Committee recommendations shall be decided by a majority vote of the committee, presented in the presence of the Academic Vice- President or SAO and forwarded to the President.
- 3.8 For any given probationary position, the members of the Faculty Evaluation Committee shall remain the same unless otherwise designated by the executive of the Faculty Association.
- 3.9 In developmental evaluations (where a decision on probationary or continuing status is not to be made) the findings of the FEC shall be communicated to the member by the Dean.
- 3.10 In a judgmental evaluation (where a decision on probationary or continuing status is to be made) the findings of the Faculty Evaluation Committee shall be communicated to the member at a meeting of the FEC.

Article 4 -- Job Description Format

- 4.1 All job descriptions will be based on the following categories:
- a) education
 - b) experience
 - c) personal qualifications
 - d) communication skills
 - e) responsibilities
 - f) location
 - g) salary
- 4.2 The education category shall contain the following information:
- a) any desirable academic training
 - b) all educational requirements will be listed in order of preference with the first listed requirement being the essential qualification for the position.
- 4.3 The experience category shall contain information concerning:
- a) any desirable field experience
- 4.4 The personal qualifications category shall contain the following information:
- a) any special interests
 - b) any additional personal qualifications such as driver's licence, etc.
- 4.5 The communication skills category shall contain the following information:
- a) any particular language skills such as the ability to write and speak fluently in the English language.
 - b) any media skills
 - c) abilities to relate to people
- 4.6 The responsibilities category shall contain the following information:
- a) any instructional duties
 - b) any administrative duties
 - c) any professional development and Association requirements
 - e) to whom you are responsible
- 4.7 The location category shall indicate specifically where the job and/or applicant will be located.

4.8

The salary category:

- a) may state the maximum possible salary
- b) shall state that the applicant's starting salary will be determined by his placement according to his qualifications on the salary grid of the collective agreement.

Article 5 -- Evaluation Procedure

- 5.1 The purpose of evaluation is to provide information to the member that will enable him to maintain or improve the standard of his performance.
- 5.2 The appropriate Faculty Evaluation Committee shall review and evaluate the performance of the following faculty members:
- a) Those on probationary and sessional appointments shall be evaluated at least each semester after beginning instructional duties. The Academic Vice-President has responsibility for initiating and following through on these evaluations.
 - b) Those on continuing and previously evaluated sessional appointments greater than four months shall normally be evaluated once every five years or sooner if scheduled by the Academic Vice-President or his designate, or requested by the instructor.
 - c) Part-time employees teaching two (2) or more courses of instruction and working in excess of 80 contact hours per academic year will be evaluated annually by a designee(s) of the Faculty Evaluation Committee
- 5.3 Major emphasis of the peer evaluation will be on the following items listed in order of priority with the first listed being the major consideration: the instructor's
- a) knowledge of and ability to prepare, deliver, and evaluate his instructional material to the students in an effective manner.
 - b) ability to communicate effectively with students.
 - c) ability to work as a team member with the rest of the staff.
 - d) ability to perform divisional and college duties within the scope of the contract or as mutually agreed upon by the instructor and Department Chair.
 - e) ability to act in a professional manner as defined in the Code of Conduct and Ethics (Appendix 6) of the Lakeland College Faculty Association Constitution.
- 5.4 The peer instructors (two faculty members) shall be responsible for the completion of the peer evaluation form. The peer instructors selected to evaluate a particular instructor shall each complete the peer evaluation form at least one week prior to the meeting of the Faculty Evaluation Committee. The instructor may see the contents of the peer evaluation form.
- 5.5 All classroom visitations should be pre-arranged. In the pre-arranged classroom visitations, the peer evaluator will meet with the instructor, receive a copy of the course outline, as well as a lesson plan and the

learning objectives for the lesson that will be delivered on the day the visitation is to be conducted. In addition, she should review the exams and mark schemes set for the course (if appropriate) and review the instructor's course notes, lab guides, and student grade recording systems. There may be a post-visitation conference between the instructor and the peer evaluator to discuss the achievement of the pre-stated objectives of the pre-arranged visitation(s).

- 5.6 All peer evaluators are encouraged to attend an in-house evaluation orientation and training session.
- 5.7 The peer evaluators shall normally be in the same academic area as the instructor to be evaluated.
- 5.8 The committee shall interview the instructor (if he wishes to appear) before deciding its final recommendations.
- 5.9 Any discussion within and/or forms completed by the Faculty Evaluation Committee (FEC) shall be confidential.
- 5.10 Instructors are to perform a self-evaluation. This will be submitted to the Faculty Evaluation Committee.
 - a) Specifically, these self-evaluations should address at least the following.
 - A written statement of personal education principles
 - A summary of personal and professional development
 - An interpretation of student feedback results
 - A list of goals to achieve in the next review period.
 - b) Self-evaluations may additionally include such activities as the instructor may choose.
- 5.11 The instructor being evaluated shall have one opportunity to contest the recommendations by requesting a second peer evaluation by different peer instructors.
- 5.12 The Faculty Evaluation Committee may decide, by a majority vote, to request a second peer evaluation by two different peer instructors.

- 5.13 If the Faculty Evaluation Committee or the instructor requests a second peer evaluation, the Academic Vice-President will inform the committee members and the instructor being evaluated:
- a) that a second peer evaluation has been requested and is being acted upon.
 - b) that there will be no final recommendations until the results of the second peer evaluation have been heard by the Faculty Evaluation Committee.
- 5.14 The second peer evaluation is to be completed within three weeks after the request is made by the Faculty Evaluation Committee.
- 5.15 The second pair of peers will present their evaluation to the Faculty Evaluation Committee. The first pair of peers are not present while this presentation is being made.
- 5.16 The final decision of the Faculty Evaluation Committee will be voted on by all members involved in the evaluation. (Dean, Chair and both pairs of peer instructors).
- 5.17 The Faculty Evaluation Committee will not be able to request a third peer evaluation.
- 5.18 In the event the Faculty Evaluation Committee does not meet with the member to be evaluated, then the Academic Vice-President shall conduct the evaluation (with the member) and the peer evaluation shall be included as an integral part of such evaluation.

Article 6 -- Peer Evaluation Form

The format for recording information from classroom visitations is shown in Appendix 1.

Article 7 -- Student Instructor Evaluation

- 7.1 There will be two Student Instructor Evaluation forms. The longer Student Instructor Evaluation (SIE) form, and the shorter Course Reaction Survey (CRS). Each instructor is encouraged to evaluate two courses per academic year with the Student Instructor Evaluation form. His other courses will be evaluated by the Course Reaction Survey. The department chair in consultation with the instructor shall decide on which courses to use the Student Instructor Evaluation.
- 7.2 Student Instructor Evaluation forms or Course Reaction Surveys shall be administered by the instructor or department chair to the class before the final exam. The person administering the forms is to

delegate one student to handout the forms, read the enclosed instructions to the class, and collect the completed forms. The completed forms (and Student Survey booklet where applicable) will then be sealed in an envelope and handed to the departmental/divisional secretary. The instructor or department chair will leave the classroom after he/she has delegated a student to coordinate the process. The completed SIE or CRS forms shall be compiled and summarized by the departmental secretary or computer services when the computer equipment is able to process the response sheets.

- 7.3 Instructors are free (and encouraged) to administer student/course evaluation forms to their classes in the middle of the course. The results of such surveys are the instructor's and are to be used only by him for mid course adjustments.
- 7.4 Student evaluation will be primarily a guide for instructor use.
- 7.5 Course evaluation by students shall remain strictly anonymous. The instructor, the department chair, and/or the Dean shall see only the summary and not the individual student forms.
- 7.6 Student evaluation will have no effect on instructor evaluation. However, in the case of student evaluations being consistently objectionable to instructor and/or course, the department chair may bring to the attention of the Dean the necessity for a peer evaluation of that particular instructor and/or course. The Academic Vice-President may call a Faculty Evaluation Committee at his discretion.
- 7.7 A copy of the Student Instructor Evaluation (SIE) (Appendix 2) and Course Reaction Survey (CRS) (Appendix 3) are attached, together with a Guidebook for Interpreting the Student Evaluation (Appendix 4).

Article 8 -- Storage of Evaluations

- 8.1 Following the meeting of the Faculty Evaluation Committee a Faculty Performance Appraisal Summary Report shall be written. It shall follow the format outlined in Appendix 5. It shall be completed within one week of the meeting of the Faculty Review Committee and signed by all participants as soon as possible.
- 8.2 The instructor being evaluated will receive a copy and another copy will be placed in the instructors file in the personnel office. No other copies shall exist.

APPENDIX 1

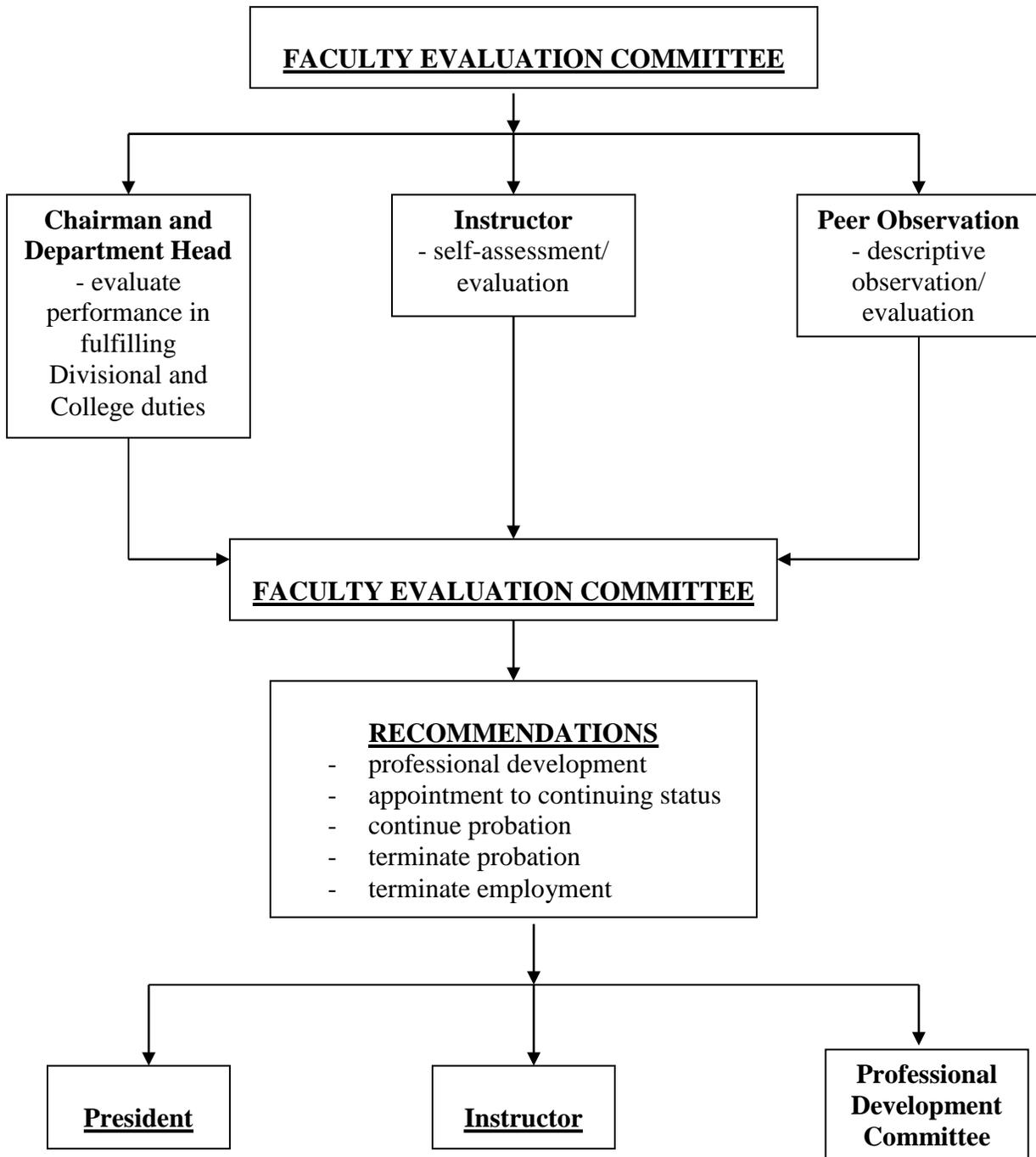
FACULTY EVALUATION PACKAGE

HOW	Adult Education Model = simple; involving; non-threatening
PROCESS	<ol style="list-style-type: none">1. Instructor Self-Assessing from experience, interests, goals2. Peers' Observation 'blank sheet' = descriptive without judgement describe setting & group, in words & pictures (ethnographic) describe what happens during learning (phenomenological)3. Case Study Evaluating general discussion; helping & improving instructor, peers, supervisor
WHAT	Instruction = Preparation Methodology: Technique & Delivery Climate & Motivation Subject Matter Evaluation: Self, Student, Course

Faculty Evaluation Procedure

The basic procedure is outlined in Articles 3 and 5 of this Appendix. All members of the Faculty Evaluation Committee should become familiar with the procedures prior to involvement with Faculty Evaluation.

The flow chart below summarizes the Faculty Evaluation Process.



2. Instruction

Instruction helps the student to learn and includes:

Methodology

Technique

Delivery

&

Climate Setting

Motivation

&

Subject Matter Knowledge

Evaluation

Self

&

Student

&

Course

External observation and valuing suffers from limited perspectives and limiting time constraints, since the factors affecting the learning/instructional processes are many. Thus, open-ended, non-judgemental descriptions, in words and pictures, (ethnographic), frequently show insights perhaps not apparent at the time of observation. Specific occurrences during the observation should be carefully noted as they may appear more significant later (phenomenological). Pictorial records of interactions and interferences are also useful – for example, directions of questions and answers. Although observation should be non-judgemental, true feelings should be recorded separately. Valuing is, therefore, achievable later in a case-study setting, which includes many perspectives.

Aids to observation may be used. The observer should read the requirements for each instrument to be used and should understand and be committed to the process as a whole. Full and open discussion, before, during, and after the observation should aim for a non-threatening process, beneficial to the student, the instructor and the institution. The overall goal must be positive; helping improvement of the learning process in achieving future success of the student.

3. References

Bogdan R. and Taylor, S.J. (1975). Introduction to Qualitative Methods. John Wiley, New York.

Gubs, E.G. and Lincoln, Y.S. (1981). Effective Evaluation. Jossey Bass. San Francisco.

Knowles, M.S. (1973). The Adult Learner: A Neglected Species. Gulf Publishing, Houston.

_____ (1970). The Modern Practice of Adult Education: Androgogy Versus Pedagogy. Association Press, New York.

Maslow, A.H. (1954). Motivation and Personality. Harper and Row, New York.

Patton, M.Q. (1980). Qualitative Evaluation Methods. Sage. Beverly Hills.

Rogers, C.R. (1969). Freedom to Learn. C.E. Merrill, Columbus.

_____ (1961). On Becoming a Person. Houghton-Mifflin, Boston.

Tough, A.M. (1979). The Adult's Learning Projects: A Fresh Approach to Theory and Practice in Adult Learning. Ontario Institute for Studies in Education, Toronto.



Instructor Self-Assessment

Name	Position	Date
Describe your efforts fully. Consider your goals, interests, and experiences. If additional space is needed, use the back of this sheet.		

Thoughts for Consideration

- Evaluation = think about and record opinions
- State the goal of the program.
- How well does the course fit into the program?
- Is the outline useful to the learners?
- Do the objectives help the learners?
- What learning methods are used?
- What are the sources of learning contents?
- What assignments are expected of the learners?
- Does the course have a bibliography?
- How is the learning evaluated?
- What is the worthiness of the course?
- What are the limitations of the course?



Peer Observation

Observer / Position	Observed / Position	Date
Describe as fully as possible your observations. If additional space is needed, use the back of this sheet.		

Thoughts for Consideration

- Describe as fully as possible your observations (recognize that you will not be able to get everything).
- Use pictures as well as words, for example: the room setting, contents, seating plan, and questioning/answering sequence.
- Describe specific, significant occurrences during the learning, for example: movements, help given by instructor/learners, reactions, evaluation tools, laboratory exercises, motivating behaviours, teaching tools.

Remember:

INSTRUCTION = PREPARATION & METHODOLOGY & EVALUATION

climate &	- self
motivation technique &	- learner
delivery of subject matter	- course



Case Study Evaluation

Evaluator / Position	Evaluated / Position	Date
Discuss fully, freely, openly, and honestly your observations and provide positive suggestions or recommendations. If additional space is needed, use the back of this sheet.		

Thoughts for Consideration

INSTRUCTION = PREPARATION & METHODOLOGY & EVALUATION

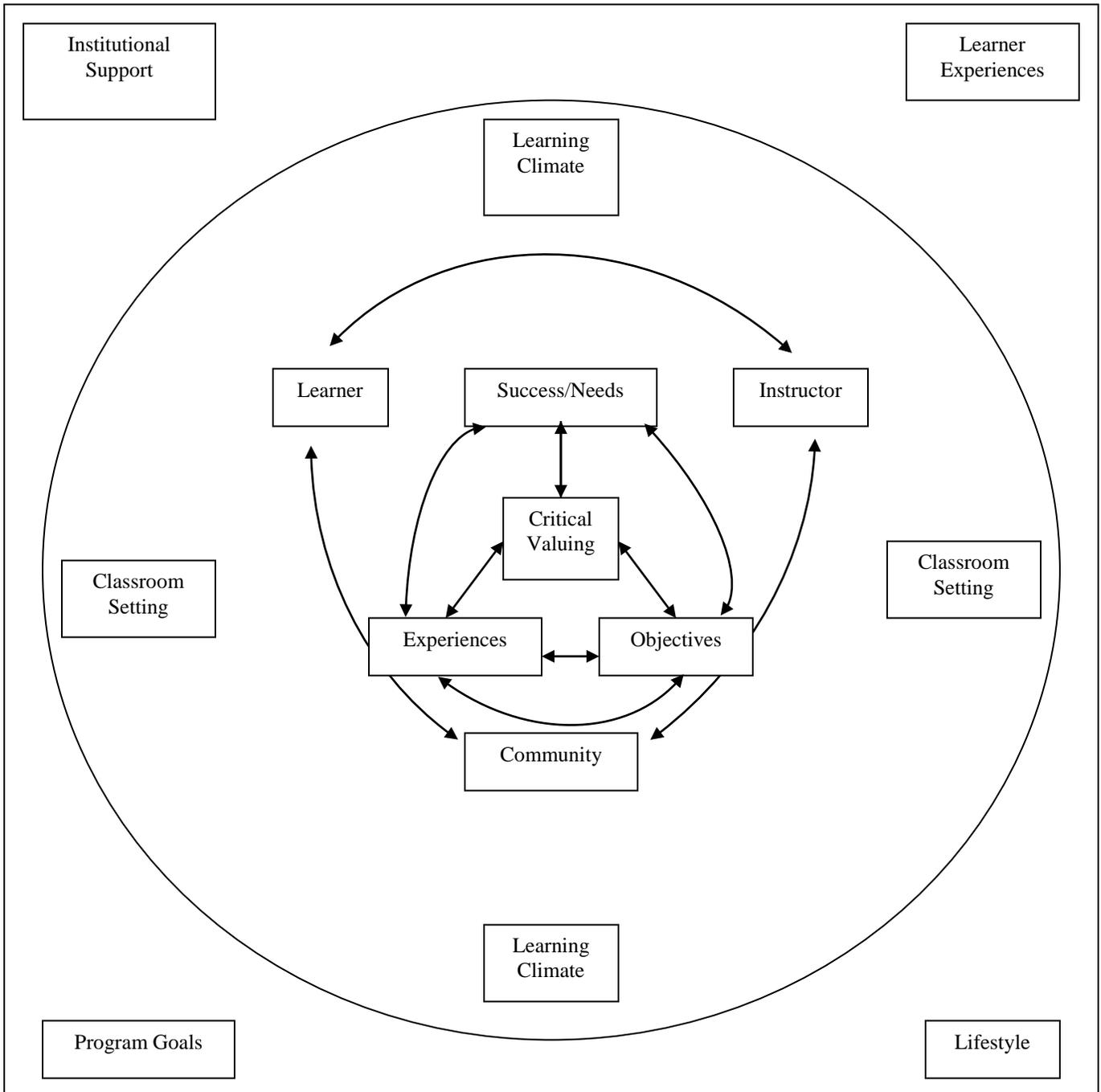
climate &	- self
motivation technique &	- learner
delivery of subject matter	- course

- Instructor observed has also been known to be a person.
- An observation is somebody's real-life experience.
- Observers are presumed guilty until proven innocent.
- Total trust and complete scepticism are twin losers.
- Always be suspicious if everything is obvious and easy to evaluate.
- Make sure when you are tempted to make a conclusion that it appears to have something to do with what you are studying.

Case Study Evaluation / Mutualistic Learning Model

Try to get a holistic view; the instructor does not work in isolation. Many factors affect the Learner's/Instructor's success. All of these factors are mutually dependent; as seen in the diagram below.

The most important observation is certainly –“How the whole lesson/learning is VALUED” – both in the preparation and at the completed stage.



APPENDIX 2

STUDENT INSTRUCTOR EVALUATION

Directions to Students

This evaluation of your course and your instructor is a part of a program for improving the quality of instruction at Lakeland College. The answers, which you give, will assist the instructor and his/her supervisor in their appraisal of both the course and the instructor.

The Student Course Evaluation is a four-part evaluation form. You are requested to respond to each item in Section 1 and Section 2. There are three varieties of teaching modes in Section 3. You are to respond only to the teaching mode(s) designated by your instructor in Section 3.

Section 4 evaluates the optional evaluation items for individual instructors. If the instructor utilizes the Optional Section 4, he/she will provide you with the evaluation items by writing them on the board, by duplicating the questions, or by using a transparency.

A student in your class will be delegated to distribute and collect, when completed, the response forms and evaluation booklet, fill in and sign a cover sheet, seal them in an envelope and hand them in to the departmental Administrative Assistant.

MAKE NO MARKS ON THIS EVALUATION BOOKLET

USE NO. 2 PENCILS ONLY

1. On the response sheet provided, write in the course name, number and section in the space provided.
2. Complete the Demographic Information by coding the appropriate responses.
3. Do not write your name on the response sheet. Complete all the appropriate sections of the Student Course Evaluation. Indicate the strength of your agreement or disagreement with the statement by marking the appropriate space according to the following scale: strongly agree agree disagree strongly disagree or not applicable
e.g. The instructor is well prepared for class.
If you strongly agree with the above statement, you feel that the instructor is always well prepared. If you agree with the statement you feel that the instructor is frequently well prepared. If you strongly disagree you may feel that the instructor is never or hardly ever well prepared.
4. You may use the reverse side of the response sheet for additional comments about the course, program or instructor.



STUDENT INSTRUCTOR EVALUATION

DEMOGRAPHIC INFORMATION

1. Type of program being pursued				
Diploma <input type="checkbox"/>	University Transfer <input type="checkbox"/>	Certificate <input type="checkbox"/>	Apprenticeship <input type="checkbox"/>	Other <input type="checkbox"/>
2. Classification				
Full time <input type="checkbox"/>		Part time <input type="checkbox"/>		
3. Year of study at Lakeland College				
1 st <input type="checkbox"/>	2 nd <input type="checkbox"/>		Other <input type="checkbox"/>	
4. Estimated GPA to date				
3.50-4.00 <input type="checkbox"/>	2.75-3.49 <input type="checkbox"/>	2.00-2.74 <input type="checkbox"/>	1.50-2.00 <input type="checkbox"/>	Below 1.50 <input type="checkbox"/>
5. Estimated final grade in this course				
4.00-3.50 <input type="checkbox"/>	3.00-2.50 <input type="checkbox"/>	2.00 <input type="checkbox"/>	1.50 <input type="checkbox"/>	Below 1.00 <input type="checkbox"/>
6. This course is required for my major				
Yes <input type="checkbox"/>		No <input type="checkbox"/>		
7. Sponsored Student				
Yes <input type="checkbox"/>		No <input type="checkbox"/>		

SECTION 1 –THE COURSE

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
1. The course reflects the description in the course outline.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. This course unnecessarily duplicates materials covered in another course I have taken.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The textbook and other instructional materials are appropriate for my reading level.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Films, audio-visual materials, and other teaching devices used are appropriate to my learning in this course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The course is well organized.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The test(s) are a measure of what was presented.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. I believe this course is relevant to my program.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. My knowledge from previous courses/school work was adequate preparation for me to take this course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 2 – THE INSTRUCTOR

1. The instructor is well-prepared for class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor meets the class on time.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor summarizes the major points in the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
4. The instructor emphasizes the important material in the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor gives clear responses to questions asked in class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor follows the course outline.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor's tests reflect the subject matter of the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor grades fairly.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor provides me with information on how well or how poorly I am doing in this class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor is interested in my learning.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor encourages students to come to him/her for assistance.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor was readily available for help.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The instructor provides a clearly worded course outline on the first day of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The instructor provides a clearly worded statement of the evaluation procedure for the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. I would recommend this instructor to another student.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor returns all graded material promptly.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION 3 – TYPE OF COURSE:
A. LECTURE/DISCUSSION**

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
1. The instructor greets the class prior to beginning the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The instructor states the learning objectives of the day's lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The instructor relates the present topic to previous topics.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor adequately introduces the material for the day.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor separates major points from supporting points.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor summarizes and draws conclusions at the end of the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor uses illustrations/examples.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. This lecture course is adequately supported by audio-visual aids (charts, models, maps, films, overheads, chalkboards, or handouts).				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The instructor's appearance and/or gestures contribute to effectiveness of the lecture.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
13. This course increased my appreciation for the subject.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The physical classroom environment was distracting.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor frequently cancelled classes.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. LABORATORY/SHOP

16. The materials and supplies needed to complete lab assignments are available.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The tools and equipment needed to complete lab assignments are available.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The tools and equipment are in a safe operating condition.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The laboratory is generally neat, clean, and well-organized.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The proper instructional materials are provided.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. The instructor adequately demonstrates the equipment.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. The instructor circulates among the students.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. The lab experience relates to the course learning objectives.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. The instructor provides adequate verbal explanations.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
25. The instructor circulates among the students according to their individual needs.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. The lab provides a hands-on experience.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. The instructor is available to respond the student questions.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. The instructor shows a procedure and allows you the opportunity to repeat it yourself.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. The instructor provides enough feedback on you performance and/or projects.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. The instructor gives corrective criticism or suggestions in a positive manner.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. INDIVIDUALIZED INSTRUCTION

34. A clearly worded course outline is provided at the beginning of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. A definite timetable for completion of all units in one semester or one term is provided.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
36. The classroom where one takes tests is quiet and well-supervised.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. The instructor is available for consultation during the entire period.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. The instructor gives a thorough orientation into self-pacing on the first day of class.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39. Provision is made for orientation for students entering the class after the first day.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40. The instructor encourages the students to come for help during office hours.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41. The instructor has a clear policy regarding the use of enrichment activities.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42. The instructor is helpful.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43. The instructor is knowledgeable on the subject matter of the course.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44. The instructor is an accurate grader/evaluator.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45. The instructor provides enough feedback on your performance and/or project.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46. The instructor gives corrective criticism or suggestions in a positive manner.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47. The instructor speaks slowly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
48. The instructor speaks loudly enough to be clearly understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49. The instructor speaks clearly enough to be understood.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 4 – OPTIONAL

On the back of the response sheet please comment on how the course may be improved. Consider such factors as the content and objectives, the course position in the program, physical facilities, your readiness, and the instructor.

APPENDIX 3

COURSE REACTION SURVEY

The institution would like to know what it and the instructor can do to improve the course and program. Please rate each item by coding your answer on the following pages.

Please make your decisions about the degree to which you agree/disagree with each statement separately rather than on your overall feeling about the instructor or program.



COURSE REACTION SURVEY

Instructor		Course Title/Number			Date	
Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Not Applicable	
1. Clear objectives were given at the beginning of the course.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The course followed the objectives and course outlines given.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The content was relevant to my program.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The instructor was consistently well prepared in the class.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The instructor spoke clearly, and avoided distracting mannerisms.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The instructor was available for advice and assistance when asked.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Evaluation/grading system was clearly explained at the beginning of the course.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. The evaluation system accurately measured my progress in this course.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Graded materials were returned soon enough to be useful.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The instructor made helpful comments on papers, exams, and other work used in evaluating my performance.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. The instructor made sure that materials were available (films, lab equipment, handouts, etc.) when required.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The text and references helped my learning.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. The field trips helped my learning.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The class was held at scheduled or agreed upon times.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. The instructor was interested in ensuring that we learned in class.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. The instructor encouraged participation by students in class.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The instructor treated students with respect.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. The variety of materials and teaching/learning experiences used by the instructor was sufficient to maintain my interest and help me to learn.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The facilities and equipment available were adequate to allow effective teaching and learning to occur.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. The course topics were presented in an orderly manner that encouraged learning of the material or achievement of course objectives.					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

Please feel free to make additional comments to your responses on the above statements or other factors that hindered or helped your progress in this course/program (the place of this course in the program, college facilities, administration, policies, procedures, and faculty knowledge, skills or attitudes). Use the other side of this sheet if necessary.

APPENDIX 4

INTERPRETATION GUIDELINES FOR COURSE EVALUATIONS

Principles for the use of student ratings for faculty evaluation and development

In using and interpreting student ratings, committees, chairs, deans, and other administrators should be guided by these principles:

1. Student course evaluations must be supplemented with other sources of information about teaching, such as syllabi, tests, grade distributions, faculty self-evaluations, and reports of class observations by colleagues.
2. Student course evaluations are only one tool for helping to improve teaching. Student course evaluations can be a valuable source of information that aids in instructional improvement. However, while serving this “diagnostic” function, standard rating forms are not very “prescriptive” in terms of specific suggestions to the instructor for making adjustments. In this regard, the role of one’s peers and chairperson are probably more valuable. Faculty members should be encouraged to do their own confidential surveys during the course of the semester.
3. Chairs, deans, and peer committees who rely on student course evaluations have a responsibility to be educated in the interpretation of these data. Extensive research has been done on student ratings and those who use these data should be aware of the strengths and limitations of student ratings. Among other things, the research suggests the following principles:
 - Standardized procedures should be carefully developed and scrupulously followed for the administration of student rating forms. For example, the forms should be anonymous; the instructor should not be in the room when the forms are administered; the forms should be distributed toward the end of the semester; and the students should not be unduly rushed when completing them.
 - When using student ratings for evaluative purposes, look primarily at data that include multiple classes or sections across several semesters, and from classes that have at least 10 raters and two-thirds of the class present. Data on a few classes or a few students are likely to be unreliable.
 - Do not overanalyze the data. Small differences between one instructor or another or between one section and another may be meaningless.

- Look at the results in terms of relevant comparison; the absolute numbers in student ratings are of only limited value. Department chairs should furnish faculty members with reports that allow faculty members to compare their own results to that of the department as a whole.
- Take into account the fact that some courses typically receive higher or lower evaluations, and do not inappropriately reward or penalize instructors for these differences. For example, large classes typically receive lower ratings, as do required courses and courses outside of a student's major areas. Upper-level courses tend to receive higher ratings.
- Allow faculty to submit comments on their student evaluations, and take into account special factors (e.g. whether the course is a new or redesigned course or is team-taught).

Recommended background reading:

Cashin, William E. (1998) "Student Ratings of Teaching: A summary of the Research," (IDEA Paper No. 20). Manhattan: Kansas State University, Center for Faculty Evaluation and Development, and William E. Cashin (1990) "Student Ratings of Teaching: Recommendations for Use," (IDEA Paper No. 22). Manhattan: Kansas State University, Center for Faculty Evaluation and Development.

APPENDIX 5



FACULTY PERFORMANCE APPRAISAL
SUMMARY REPORT

Name (full name)	Position/School	Evaluation Period

Faculty Evaluation Committee Members:

1.
2.
3.
4.
5.

1. Areas of Strength

Classroom	Other

2. Areas Requiring Improvements

Classroom	Other

3. Development Plan

Objective	Plan	Intended Outcome

4. Performance Summary

Unacceptable <input type="checkbox"/>	Needs Improvement <input type="checkbox"/>	Acceptable <input type="checkbox"/>
----------------------------------------------	----------------------------------------------------------	---------------------------------------------------

Comments: (Required if ratings are “below standards of performance” or “unacceptable performance”.)

5. Faculty Member’s Comments

Agree with the Rating <input type="checkbox"/>	Disagree with the Rating <input type="checkbox"/>
Faculty Signature	Date:

(Your signature in this section indicates only that you have read and discussed with your supervisor all of the sections of the appraisal, not that you are in agreement.)

6. Faculty Evaluation Committee Members’ Comments

Peer Evaluation Signature	Date:
Peer Evaluation Signature	Date:
Chair Signature	Date:
Dean’s Signature	Date:
Vice President’s Signature	Date:

APPENDIX 6

CODE OF CONDUCT AND ETHICS

The Association shall encourage its members to conform to the following code:

With Respect to the Association:

1. The member will accept service to the Association as a professional obligation.
2. A member who has requested the Association to represent him in any grievance or controversy will honour commitments made on his behalf by the Association.
3. The member will adhere to policies laid down by the Association and will seek to alter such policy only through constitutional means.
4.
 - a. A Faculty must declare the existence of any conflict of interest.
 - b. Following this declaration, the Faculty member must not participate in discussion in voting or in voting related to the issue that gave rise to declared conflict of interest.
 - c. In the special instance where the Faculty member's declaration of a conflict of interest and subsequent withdrawal from participating in discussion and voting lead to a lasting reduction in Faculty membership on a joint committee, the Faculty Board of Directors shall either appoint a replacement who will serve until the conflict of interest is resolved or call an election whichever is appropriate.

With Respect to Colleagues:

5. The member will do nothing that might result in a reduction of a student's confidence in a colleague.
6. A member will refrain from unfavourable criticism of a peer except in confidence to the appropriate officials, after informing the colleague of the criticism.
7. A member will submit to the Professional Standards Committee disputes arising from professional relationships with colleagues which resist resolution by personal discussion. The Board Faculty Board of Directors shall be the final arbiter of all such disputes.
8. A member will observe a reasonable and proper respect for the authority of the Board of Governors and the Administration of Lakeland College and will

recognize the duty to protest, through channels, administrative policies and practices that cannot be accepted in good conscience.

With Respect to the General Public:

9. A member will not divulge to non-members of the Association information considered to be confidential unless approved by the Board of Directors and/or the Association, except as required by law, or when, in the considered judgement of the member, it is in the best interest of a student.

With Respect to Lakeland College:

10. A member will not seek personal gain or advantage from professional position held at Lakeland College by offering goods or services to Lakeland College students or their families.
11. A member will refrain from accepting gainful employment not part of the duties of that member's position with Lakeland College where such outside employment might adversely affect the quality of work done for Lakeland College, the member's professional status or relationship with students, associates or community.
12. Members will strive to achieve and maintain good working relationships with students, colleagues and the administration and to that end will always adhere to the spirit and letter of the agreement between the Association and Lakeland College.
13. A member will avoid accepting a teaching assignment or responsibility for which the member is unqualified and will protest working conditions which make it difficult or impossible to render professional service.
14. A member will avoid conduct which might bring dishonour or disgrace to the member, the member's peers or the institution and will always strive to maintain personal professional prestige.
15. Members will strive to maintain academic excellence in educational practices through professional development activities and to increase their education through study and constructive criticism.
16. Any member intending to resign shall give notice of intention as early as possible.

With Respect to Students:

17. A member will speak to, deal with and act towards students in a respectful and dignified manner.
18. A member will avoid making any unreasonable demands upon a student.

19. A member will not accept extra remuneration for tutoring a student outside the classroom in a subject in which the member instructs that student during regular working hours.
20. A member will not offer special advantage to any student or unfairly require more of one student than another.