



Northwestern Polytechnic

**ACADEMIC STAFF ASSOCIATION/
BOARD OF GOVERNORS**

**COLLECTIVE
AGREEMENT**

August 15, 2024 – August 14, 2028

THIS AGREEMENT

between

**THE BOARD OF GOVERNORS
Of NORTHWESTERN POLYTECHNIC**

of the first part

and

**THE NORTHWESTERN POLYTECHNIC
ACADEMIC STAFF ASSOCIATION**

of the second part

WHEREAS, the Post-Secondary Learning Act requires the parties hereto to enter into negotiations to conclude an Agreement respecting terms and conditions of employment and associated matters relating to Academic Staff Members.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the premises and of the covenants and agreements herein contained the parties agree as follows:

Letter of Understanding

Between

Northwestern Polytechnic (the “**Employer**”)

-And-

The Northwestern Polytechnic

Academic Staff Association (the “**ASA**”)

The Employer and the ASA (the “**Parties**”) agree as follows:

Only the salary adjustment in this collective agreement is retroactive to August 15, 2024. This refers to the 2024 table in Article 8.7.1. All other provisions and benefits take effect upon ratification and after August 15, 2025.

FOR:
Northwestern Polytechnic



Dr. Jodi Peebles, Chairperson
Board of Governors
Negotiating Committee

FOR:
The Northwestern Polytechnic Academic
Staff Association



Mark Rochon, Chairperson
Academic Staff Association
Negotiating Committee

Letter of Understanding

Between

Northwestern Polytechnic (the “**Employer**”)

-And-


The Northwestern Polytechnic

Academic Staff Association (the “**ASA**”)

The Employer and the ASA (the “**Parties**”) agree as follows:


1. The amending of the timelines, processes and procedures governing the Faculty Evaluation Process as currently established at NWP and within the current collective agreement.
2. A committee will be established to develop and propose amendments to the current evaluation process. The committee will be comprised of 2 individuals selected by the VP academic and 3 members of the ASA as selected at a general ASA meeting. The committee is encouraged to consult with SME's, NWP Administration, and NWP Faculty Members while developing the proposed amendments.
3. The suggested amendments will be developed and presented for the agreement of NWP administration and the ASA prior to Aug 15th, 2026. However, the committee process will not start until the ratification of the Academic Staff Association/ Board of Governors Collective Agreement has occurred.
4. After the initial agreement of this amended process, as described in item 3, the ASA will agree to develop a Letter of Understanding to test and refine a new process for the Faculty Evaluation Process.
5. The Association and its members will participate in the new process to further refine and provide feedback on the new process. The Evaluation process adjustments outlined in this Letter of Understanding will only apply to Faculty in the bargaining unit to whom Appendix V currently applies.
6. NWP and the ASA have the right to terminate this Agreement due to changes in circumstance, unforeseen consequences or by mutual agreement. To terminate the Agreement, the terminating party must provide 30 days of written notice to the other party. If terminated the altered process will revert to the Collective Agreement terms and conditions.
7. The above-noted amendments shall not impact the current language in the Collective Agreement for Faculty who are not defined as affected faculty or any unrelated articles.
8. This Letter of Understanding shall not form part of the Collective Agreement past the expiry date and shall expire upon August 15, 2028.

FOR:
Northwestern Polytechnic



Dr. Jodi Peebles, Chairperson
Board of Governors
Negotiating Committee

FOR:
The Northwestern Polytechnic Academic
Staff Association



Mark Rochon, Chairperson
Academic Staff Association
Negotiating Committee

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ARTICLE 1.0 DEFINITIONS

1.1 In this Agreement:

- 1.1.1 **Academic Council** or **Council** means the Academic Council of the Polytechnic established pursuant to the provisions of the Post Secondary Learning Act.
- 1.1.2 **Academic Service Appointment** means the designation of any Member to an appointment which involves other than instructional or administrative responsibilities
- 1.1.3 **Academic Staff Association** or **Association** means the official body representing the Academic Staff Members employed by the Polytechnic.
- 1.1.4 **Academic Staff Member/Member/Polytechnic Professor/Instructor** means an employee appointed to the Academic Staff by the Board, and shall include all instructional staff in all credit courses, apprenticeship courses, and Professional Harley Davidson® courses, the T.E.N. Coordinator, Librarians and Chairpersons of Departments.
- 1.1.5 **Acting Position** occurs when the Academic Staff Association Member is authorized by the Polytechnic to render services within the organization; where an individual is temporarily assigned outside the ASA bargaining unit. During the fulfillment of the assignment, the employee will vacate their original position. Such employee will revert to their original position and entitlements once the acting period has been completed.
- 1.1.6 **Annual Appointment** means a twelve-month, term-certain appointment.
- 1.1.7 **Assignment** means the schedule of teaching, academic service, administrative responsibilities, or other equivalent responsibilities established with each Member.
- 1.1.8 **Associate Dean** means an administrative officer appointed by the Polytechnic as an Administrative and Academic Officer within a Division or School. The role of Associate Dean is a non instructional position. The person assigned this role will not be assigned an additional role under the ASA contract.
- 1.1.9 **Board** means the Board of Governors or its administrative officers.
- 1.1.10 **Contact Hour** means a period of not less than fifty minutes and not more than sixty minutes spent by a Member in scheduled lecture, laboratory, seminar, or other group or individual instruction.
- 1.1.11 **Continuing Appointment** means an appointment which is continuous from year to year, and renewed annually unless terminated in accordance with the provisions of this Agreement.
- 1.1.12 **Day** means a calendar period of twenty-four hours, other than Saturdays, Sundays,

or holidays.

- 1.1.13 **Dean**, means the administrative officer appointed by the Polytechnic as the Administrative and Academic Officer of a Division. The role of Dean is a non-instructional position. The person assigned this role will not be assigned an additional role under the ASA contract.
- 1.1.14 **Degree** means a bachelor's, master's, or doctoral degree conferred by an accredited university.
- 1.1.15 **Dismissal** means the cancellation for cause of a Member's appointment by the Polytechnic.
- 1.1.16 **Division** means, regardless of title, a collective of Departments and/or service units established by the Polytechnic.
- 1.1.17 **Department Chairperson** means a Member selected in accordance with the process outlined in this agreement. The Chairperson supports departmental initiatives, serves as a liaison among faculty and administration, and contributes to the coordination of academic and instructional activities.
- 1.1.18 **Department or Department Committee** means all full-time Academic Staff Members of a Department, together with such other Academic Staff Members who hold an assignment within the Department during the current academic year.
- 1.1.19 **Departmental Faculty Evaluation Committee** means a Committee made up of the Dean or Associate Dean, who shall Chair the Committee, the Department Chairperson, one tenured Member selected by the Department for a one year term and one tenured member selected by the Vice-President for a one year term. If there are no tenured Members in the Department, the Department shall elect a non-tenured Department Member to serve on the Committee.
- 1.1.20 **Initial Appointment** means a first appointment to the Polytechnic as a Member of the Academic Staff.
- 1.1.21 **Job Sharing** means the sharing of most or all duties and responsibilities of an appointment by two Members.
- 1.1.22 **Job Splitting** means that the duties and responsibilities of one position are divided into two assignments, which subsequently are the responsibilities of two Members.
- 1.1.23 **Part-time Appointment** means an appointment in which the total workload shall normally be less than a normal workload as determined herein.
- 1.1.24 **Permanent Position** means a position created to fulfill the academic programs and/or services that are base-funded and/or given final approval by the Department of Innovation and Advanced Education.

- 1.1.25 **Polytechnic** means the Board of Governors of Northwestern Polytechnic or any person(s) acting on their behalf, as the context of the Agreement may require.
- 1.1.26 **Polytechnic Year** or **Year** means the annual period beginning August 15 of any year and concluding on August 14 of the following year.
- 1.1.27 **President** means the President of the Polytechnic, or his/her designee.
- 1.1.28 **Reassignment** means a significant change in instructional duties set out in the current assignment of a Member or other specified responsibilities of a Member.
- 1.1.29 **Resignation** means the withdrawal from an appointment by a Member.
- 1.1.30 **Secondment** occurs when the Academic Staff Association member is authorized by the Polytechnic to render service, Full or Part-Time, to an outside organization, entity or project in lieu of their ASA service and therefore remains temporarily outside the ASA bargaining group for its duration and scope. During the fulfillment of the assignment, the employee will vacate their original position. Such employee will revert to their original position and entitlements once the secondment has been completed.
- 1.1.31 **Sessional Appointment** means a full-time or part-time term-certain appointment normally covering one half or one academic session.
- 1.1.32 **Suspension** means a partial or total removal of a Member, by the President, from his/her position.
- 1.1.33 **Tenure or Tenured Appointment** means an appointment without term.
- 1.1.34 **Termination** means the release of a Member by the Polytechnic from an appointment.
- 1.1.35 **Vice-President** means the chief academic officer appointed by the Polytechnic.

ARTICLE 2.0 GENERAL CONDITIONS OF THE AGREEMENT

2.1 Application of the Agreement

- 2.1.1 This Agreement shall be applicable to those employees of the Polytechnic who are designated as Academic Staff Members by the Polytechnic, pursuant to The Post Secondary Learning Act.

2.2 Duration of the Agreement

- 2.2.1 This agreement shall come into effect August 15, 2024 and shall remain in effect until August 14, 2028. Thereafter, and in the absence of the notice provided in accordance

with the Labour Relations Code, it shall be deemed to be renewed for the period of one additional year.

2.3 Limitations of the Agreement

- 2.3.1 This Agreement shall be deemed to have been made in accordance with provisions of the Labour Relations Code and the Post Secondary Learning Act, and in the event of any conflict between the provisions of this Agreement and either the said Act or the Code, that legislation shall prevail.

2.4 Application of Articles

- 2.4.1 In the application of any Article of this Agreement involving any Member's employment, the Polytechnic shall make provisions to ensure that all information used in the application of the Article is made available to the Member concerned upon request.

ARTICLE 3.0 ACADEMIC STAFF ASSOCIATION RECOGNITION

- 3.1 The Board recognizes the Association as the exclusive bargaining agent for the terms and conditions of employment for the Academic Staff Members.
- 3.2 The parties agree that there shall be no discrimination or coercion exercised or practised with respect to any employee for reason of membership or legitimate activity in the Academic Staff Association.
- 3.3 The Association shall have the use of the internal postal system, meeting rooms on any campus, audio-visual service, and telephone service. Duplicating, computer time, long distance telephone calls and other such services will be charged back at cost.
- 3.4 The Polytechnic agrees to provide online access to the Collective Agreement to all Members. New Members will be provided a paper copy at their orientation. ASA Executive will be provided fifteen (15) paper copies.

ARTICLE 4.0 PROCEDURES FOR COLLECTIVE BARGAINING

- 4.1 Collective Bargaining will follow the Labour Relations Code.

ARTICLE 5.0 ACADEMIC STAFF APPOINTMENTS

5.1 Guiding Principles

- 5.1.1 All Academic Staff shall become Members of the Academic Staff Association.
- 5.1.2 All Members shall have the right during their appointment to fair consideration for

promotion and for increases in responsibility and salary.

- 5.1.3 All Members shall be evaluated during the term of their appointment in accordance with Appendix V.
- 5.1.4 All Members shall enjoy reasonable access to all Polytechnic facilities.
- 5.1.5 All Members shall enjoy opportunity for academic freedom generally, and specifically in areas of research, publishing the results thereof and freedom from institutional censorship.

5.2 Procedures for Academic Staff Appointments

- 5.2.1 If a position becomes available in a Department, the Dean shall, after consultation and agreement with the Vice-President or designee, inform the Director of Human Resources of:
 - a) the category of the position, whether it be full-time or part-time.
 - b) the effective date and length of the position.
 - c) the minimum academic qualifications required.

- 5.2.2 In order to attract the best possible candidates, all positions will be advertised on the NWP website and through other relevant media as determined by the Director of Human Resources.

The appointment of any Member to the Academic Staff shall be recommended to the Vice-President by the appropriate Dean, following nomination by a Selection Committee. The Selection Committee membership consists of: the Dean as Chair, a non-voting Human Resources representative, two Members selected by the Department, and one Member appointed by the Polytechnic.

- In the event the Selection Committee cannot come to an agreement, the Vice-President will review the selection committee assessments and make a final decision.

- 5.2.3 The recommendation of the Committee shall include:
 - a) the category of the appointment, whether it be full-time or part-time;
 - b) the effective date, length and term of the appointment whether it be continuing, annual or sessional.

- 5.2.4 The confirmation of the appointment of any Member of the Academic Staff shall be given in writing by the Vice-President or designee, setting out at least the following:

- 5.2.4.1 the category of appointment, whether it be full-time or part-time

- 5.2.4.2 the effective date, length, and terms of the appointment

- 5.2.4.3 the placement as to salary level, and the experience increments granted
- 5.2.4.4 the salary entitlement of the appointment, on an annual and/or monthly basis
- 5.2.5 A copy of the confirmation of appointments shall be forwarded to the Secretary of the Academic Staff Association.
- 5.2.6 Any Member who is appointed on a full-time sessional basis for an academic session and who is subsequently re-engaged on a full-time basis for the next ensuing academic session may be granted either a full-time sessional, full-time annual or continuing appointment effective from August 15 of the second year of appointment.
 - 5.2.6.1 The ratio of full-time sessional Faculty, including sabbatical replacements, to all annual, continuing and tenured Faculty shall not be more than 20%.
- 5.2.7 In general, the Polytechnic shall establish full-time appointments and incorporate part-time appointments into full-time appointments when possible. This shall not preclude the hiring of part-time employees when necessary.
- 5.2.8 Any Member who holds a full-time tenured appointment shall be eligible for a part-time tenured appointment for health reasons.
 - 5.2.8.1 The minimum workload for a part-time tenured Member shall be fifty percent (50%) of the Departmental maximum full-time workload for that Department.

5.3 Probationary Status

- 5.3.1 A Member shall serve a probationary period of three consecutive years prior to being eligible for tenure.
- 5.3.2 Normally Members shall receive a sessional appointment in the first year, an annual appointment in the second year, and a continuing appointment in the third year.
- 5.3.3 If, during the first six months of a Member's appointment, adequate reasons for termination can be demonstrated to the satisfaction of the Polytechnic, in consultation with the Executive of the Academic Staff Association, then the Member's appointment may be terminated with two weeks' notice.
 - 5.3.3.1 The Member shall be given an opportunity to discuss with the Vice-President the demonstrated reasons for termination prior to any action being taken under Clause 5.3.3.
- 5.3.4 The Polytechnic may terminate a Member's continuing appointment by serving written notice to such effect not later than June 1 in any year, and such termination shall be effective on August 14 of the same year.

- 5.3.5 In addition, where the termination of a Member's continuing appointment is the result of position abolishment due to formal changes in programs or insufficient enrolment, the Member shall receive one year's notice or, in lieu of notice, a severance payment equal to three months' salary.
- 5.3.6 Where the termination of a Member's continuing appointment is the result of unsatisfactory performance, as identified through the Faculty Evaluation process, the Member shall not be entitled to receive severance.

5.4 Eligibility for Tenure

- 5.4.1 Any Member who holds a full-time continuing appointment and has qualified under Article 5.3.1 shall be eligible to apply for tenure.
- 5.4.2 Any Member initially appointed on a full-time sessional basis (no less than eight months) and subsequently appointed on a full-time annual or continuing basis shall receive credit for the sessional appointment as one year of the probationary period required in Clause 5.3.1.
- 5.4.3 Part-time appointments do not lead to tenure.

5.5 Selection of Chairpersons

- 5.5.1 The Department Chairperson shall be selected by a majority vote by secret ballot after each candidate presents to the department.
- 5.5.1.1 In the event of a tie, the Dean will make the tie breaking vote. In the absence of a candidate the Dean will propose a candidate from the same Division/School. This alternate candidate will be voted on by the department.
- 5.5.2 The designation of a Member as a Chairperson shall be held as part of a full-time Academic Staff appointment in accordance with the general terms of reference established by the Polytechnic.
- 5.5.3 When the term of a Chairperson expires, there shall be a department vote to fill the vacancy as per 5.5.1 and 5.5.1.1.
- 5.5.4 If the position of Chairperson becomes vacant for more than 10 days during the term of a Chairperson, the Dean will appoint an Acting Chairperson.
- If the Chairperson is absent for more than 3 days but less than 10 days during the term of a Chairperson, the Chair will appoint an Acting Chairperson.
- 5.5.5 The designation as a Chairperson shall be for a three-year term, normally August 15 to August 14, subject to annual review. The annual review during the third year of the Chairperson's term shall normally take place by March 1 of that year. A Member who has been selected as Chairperson for two consecutive terms will normally sit out

one term to be eligible for re-appointment as Chairperson.

- 5.5.6 The confirmation of appointment of a Chairperson or Acting Chairperson shall be made by the Dean setting out the specific terms and conditions which shall apply to the appointment. The assigned duties will be outlined in the HR Chairperson Roles and Duties document.
- 5.5.7 All terms and conditions in this Agreement, applicable to a Member holding an instructional or academic service appointment shall apply equally to a Chairperson with respect to the instructional or academic service portion of the full-time responsibilities of the Chairperson.
- 5.5.8 Each Department shall have the right, with a 2/3 vote of its membership, to recommend to the President, through the Vice-President, that the Member's appointment as Chairperson be terminated. Within 5 days, the President will inform the Department Members, the Chair, the Dean and the Vice-President, in writing, of the decision made.
- 5.5.9 The President may of his/her own volition terminate a Member's appointment as Chairperson if he/she believes that good and sufficient reasons exist. He/she shall normally consult with the appropriate Vice-President respecting this decision. If the timing of the termination does not permit the Member to assume a full-time academic position as per Clause 5.5.10, he/she shall be deemed to hold a full-time position for the remainder of the academic year.
- 5.5.10 A Chairperson, upon vacating the chair position at the conclusion of the defined term, shall assume a full-time academic position. This Clause shall not exclude the Chairperson from the application of Clause 6.4. A Chairperson who resigns prior to the conclusion of his/her term shall assume full teaching responsibilities that are pro-rated from the date of resignation to recognise the release time not used in the execution of the Chair's administrative duties.

5.6 Salary and Benefits for Members Holding Sessional and Annual Appointments

- 5.6.1 Any Member appointed to the Academic Staff on a full-time sessional basis shall receive, for the term of the appointment, a pro-rated monthly salary entitlement based on the annual salary that would be earned on a full-time continuing appointment.
- 5.6.2 Except as otherwise provided, any Member appointed to the Academic Staff on a full-time sessional or annual basis shall be entitled during the term of the appointment to the same benefits conferred by this Agreement on Members holding full-time continuing appointments.
- 5.6.3 Any Member appointed to the Academic Staff on a full-time sessional or annual basis and who subsequently joins the Academic Staff on a full-time continuing basis shall receive full credit for this experience for purposes of tenure and other benefits.

- 5.6.4 Any Member appointed to the Academic Staff on a part-time sessional or part-time temporary basis shall be entitled to a salary calculated in accordance with the following formula:

$$\frac{\text{Number of Hours}}{\text{Department Maximum}} \times 0.75 \times \text{Annual Salary}$$

This formula shall be implemented in accordance with the normal provisions of Articles 8.0 and 9.0 of this Agreement.

ARTICLE 6.0 CONDITIONS AND PROCEDURES GOVERNING RESIGNATION AND TERMINATION

6.1 General Conditions

- 6.1.1 The normal effective date applicable to the resignation from or termination of any continuing or tenured appointment shall be August 14 in any year.
- 6.1.2 A copy of the confirmation of resignations and terminations shall be forwarded to the Secretary of the Academic Staff Association.

6.2 Resignation

- 6.2.1 Any Member holding a continuing or tenured appointment may resign the position by sending notice in writing to the President, not later than the first day of April in any year, and the resignation shall become effective on August 14th of that year.
- 6.2.2 If a Member wishes to resign on an effective date other than August 14 in any year, the effective date and the conditions governing the resignation shall be subject to the approval of the Polytechnic with notification to the Executive of the Academic Staff Association. In lieu of vacation not taken, the Member shall be paid out any outstanding vacation days.
- 6.2.3 If a Member submits a resignation after the first day of April in any year, the effective date and the conditions governing the resignation shall be subject to the approval of the Polytechnic with notification to the Executive of the Academic Staff Association.

6.3 Severance Payment for Members Holding Full-time Sessional or Annual Appointments

- 6.3.1 When the full-time sessional or annual appointment to which the Member has been appointed ceases to exist and no other appropriate employment is available at the Polytechnic, then a severance payment will be made according to the following schedule:

- a) after completing 40 months of full-time employment in consecutive years the Member shall receive a severance payment equal to four months' salary;
- b) after completing 80 months of full-time employment in consecutive years, the Member shall receive a severance payment equal to seven months' salary.

6.4 Academic Staff Reduction Procedures

- 6.4.1 When the Polytechnic decides that it is necessary to reduce the number of faculty positions, terminations shall occur on the basis of expertise required by the Polytechnic. By April 1, the Vice-President or designee of the Polytechnic Administration shall provide the Department (in writing) with direction as to the areas/Programs of instruction or service which need to be curtailed.

Reductions and terminations shall be applied by asking Departmental Members for volunteers willing to receive a severance package. The volunteers must currently be teaching in the appropriate area/Programs of instruction identified for curtailment. All volunteers must apply in writing to the Dean. The volunteers will have until April 10 to apply. The Dean and the Vice-President shall determine if the applicants are acceptable candidates for addressing the required reductions. In the event that there are more volunteers than the required number of reductions, then seniority shall be the determining factor; the most senior faculty member will be accepted as the volunteer.

In the event that there are no acceptable volunteers, the Department facing the reduction shall be assessed as per the process defined in article 6.4.2.

- 6.4.2 The assessment shall be conducted by a Committee composed of the following:
- a) The Vice-President, who shall chair the committee
 - b) The Dean (responsible to identify expertise requirements of Program/Department)
 - c) Three tenured Members of the Academic Staff Association elected by the Association but not from the Department facing a reduction
 - d) The Director of Human Resources as a non-voting member (responsible to provide personnel information about all Department members)

The three ASA members who sit on the Committee must not be members of the Department facing the reduction(s). If the Vice-President and the Dean are the same individual, another Dean will be included in the Committee.

The committee shall assess the expertise required for delivery of the Departmental/Program course complement that will be offered in the following academic year. Expertise is defined as the academic and professional qualifications and experience regarded as minimally necessary in order to deliver that course complement. The expertise requirements shall be consistent with the tenure qualifications.

When determining the expertise requirements, the Committee will also take into consideration the Member's initial appointment and the Member's ability to serve the designated student groups.

Where two or more Members meet the expertise requirements, reductions and terminations shall be applied in the following sequence:

- 1) Part-Time Sessional Appointments
- 2) Full-Time Sessional Appointments
- 3) Annual Appointments
- 4) Continuing Appointments
- 5) Tenured Appointments.

Within each category, reductions and terminations shall be applied in order of seniority, starting with the least senior Member.

Seniority is defined as the length of full-time equivalent employment service as an Academic Staff Association Member with the Polytechnic. Seniority shall be relinquished upon resignation, termination, or dismissal.

This Committee shall, by majority vote, make recommendations of Members whose employment is to be terminated. Recommendations will be made to the President, who will send out the notification before May 1.

Any Member whose appointment is terminated shall be entitled to the benefits as noted in 6.3.1 or 11.6.

ARTICLE 7.0 CONDITIONS AND PROCEDURES GOVERNING REASSIGNMENT OF WORKLOAD DUTIES FOR MEMBERS HOLDING ANNUAL, CONTINUING OR TENURED APPOINTMENTS

7.1 General Conditions

- 7.1.1 No Member shall be reassigned from their current assignment except in accordance with the provisions herein.
- 7.1.2 In the process of reassignment of duties or responsibilities, consideration shall be given to the terms of a Member's initial and subsequent assignments and to the Member's professional advancement, consistent with expressed interest and appropriate qualifications.
- 7.1.3 Any reassignment of duties shall be made following consultation with the Member concerned, and except as hereinafter provided, with the consent of the Member, which shall not be unreasonably withheld. The administration will aim to make a minimal number of reassignments.

7.1.4 Reassignment means a significant change in instructional duties set out in the current assignment of a Member or other specified responsibilities of a Member. While it is not possible to contemplate all of the circumstances which might constitute a “significant change”

a) the following examples would not be a “significant change”:

- a change to contact hours within the Department maximum limit
- the addition or deletion of a lecture, lab, practicum or seminar of a course already in the workload, provided the number of contact hours remains within the Department maximum limit
- the addition of a lecture, lab, practicum or seminar of a different course than currently assigned, but familiar to the instructor, provided the number of contact hours remains within the Department maximum limit
- the time a lecture, lab, practicum or seminar is given
- the room in which a lecture, lab, practicum or seminar is given
- the delivery method for the lecture, lab, practicum or seminar, provided the instructor has used the method in the past or is familiar with it
- the addition of a lecture, lab, seminar, or practicum that the instructor has taught within the past two (2) academic years.

b) the following examples would be a “significant change”:

- the addition of a lecture, lab, practicum or seminar in a course which the instructor has never taught before
- the addition of a lecture, lab, practicum or seminar in a course in a discipline different from the instructor’s discipline.

7.2 Procedures for Reassignment

7.2.1 In the case of a reassignment of instructional duties within a Member's assignment, the Polytechnic shall provide written notice to the Member setting out the proposed change(s) no fewer than ten days prior to the date on which such change(s) is to be effective.

7.2.2 In the case of a reassignment of administrative or equivalent duties for a Chairperson, the Polytechnic shall provide notice in writing to the Member setting out the proposed changes no fewer than four days prior to the date on which such changes are to be effective.

7.2.3 With the mutual consent of the parties involved in the reassignment, and as set out in a memorandum signed by the parties (ASA, the member, and NWP administration), the notice provided for in either of Clauses 7.2.1 or 7.2.2 hereof may be reduced, or removed and the reassignment shall become effective on the date mutually agreed to.

- 7.2.4 In the event of a dispute involving any reassignment of duties, including the determination of whether a proposed change of duties is a reassignment within the meaning of this Article, such dispute shall be resolved in accordance with the procedures set out in Article 16.0 of this Agreement. The Polytechnic's reassignment shall apply pending the results of this process.

ARTICLE 8.0 CONDITIONS GOVERNING SALARY ENTITLEMENTS

8.1 Procedures in Calculating Salary Entitlement

- 8.1.1 Years of post-secondary education or equivalent, together with years of experience relevant to an Academic Staff appointment, shall determine the annual rate of salary entitlement of any Member.
- 8.1.2 The calculation of salary placement at the initial appointment of any Member shall be based on transcripts of academic work and appropriate documentation of professional experience, submitted by the Member prior to appointment, in accordance with the criteria set out in Section 8.2 hereof.

8.2 Criteria for Determining Academic Qualifications at Initial Appointment

Academic qualifications as specifically provided for on the following schedule shall determine the basic annual salary for any Member, provided that the Polytechnic determines that said qualifications are applicable to the discipline in which instruction or equivalent service is given by the Member.

- | | |
|---------|---|
| Level 1 | PhD. |
| Level 2 | Professional Doctorate, Doctor of Veterinary Medicine (DVM), or two master's degrees. |
| Level 3 | A master's degree. |
| Level 4 | Level 5 qualification, plus one of the following: <ul style="list-style-type: none">• A second bachelor's degree providing each degree is applicable to the discipline in which instruction or equivalent service is given;• An official professional designation with an annual continuing competence program or• Power Engineering Certificate (First Class) or• A second Journeyman Certificate requiring a minimum of two years additional training from another credential recognized at level 5. |
| Level 5 | A bachelor's degree; or <ul style="list-style-type: none">• Journeyman Certificate (minimum three year) or• An official professional, technology, or trade designation or |

- Power Engineering Certificate (Second Class minimum)

Level 6 Academic, professional, technologist, or trade qualifications of less than those described in Level 5.

8.3 Criteria for Evaluating Relevant Professional Experience for Determining Increments at Initial Appointment

8.3.1 Accredited school, Polytechnic, or university service: one experience increment shall be granted for each year of relevant full-time school, Polytechnic, or university teaching experience, or other equivalent service, to the maximum provided by this Agreement. University teaching as a graduate teaching assistant, or equivalent, or part-time school teaching, shall be counted in accordance with the extent to which such service may be equated with service required by the Polytechnic in a similar appointment.

8.3.1.1 For every year of relevant professional non-teaching experience one experience increment may be granted, up to a maximum of four increments.

8.3.2 Where professional or trade experience is required as an integral part of a program leading to a designation acknowledged in 8.2 for Levels 4 or 5, experience increments shall only be granted for those years beyond minimum required to achieve the designation.

8.3.3 Half of one experience increment shall be allowed up to the maximum provided for in this Agreement for each calendar year of other relevant professional experience.

8.3.4 Relevant professional experience shall be calculated to the nearest half increment.

8.3.5 Any Member at initial appointment to the Academic Staff shall be entitled to credit for previous experience to a maximum not exceeding seven increments.

8.3.6 Notwithstanding the provisions of this Article, the Polytechnic may, at its discretion, grant additional increments beyond the level normally credited to any Member at initial placement.

8.4 Procedures for Establishing Initial Salary Entitlement

8.4.1 Any applicant for a position on the Academic Staff shall furnish documentary evidence of professional qualifications claimed, in a form satisfactory to the Polytechnic.

8.5 Provisions for Adjusting Salary Entitlement

8.5.1 Increments for professional experience on the Polytechnic Academic Staff obtained

subsequent to initial appointment shall be reviewed annually in accordance with Clause 8.3 hereof and any increment earned shall be granted effective from the fifteenth day of August in each Polytechnic year.

- 8.5.2 Any Member shall be entitled to an increase of one or more levels on the salary schedule upon completion of professional qualifications beyond the Member's current placement.
- 8.5.3 Additional qualifications shall be evaluated in accordance with Clause 8.2 hereof.
- 8.5.4 Payment recognition of additional professional qualifications shall be effective from the date on which the Member completes such qualifications through an appropriate educational authority. Proof of qualifications in support of payment shall be filed by the Member within the Polytechnic year in which the Member completes such qualifications.
- 8.5.5 The minimum documentation required pursuant to Clause 8.5.4 shall be in the form of official transcripts from the educational authority/accrediting body certifying that the Member has completed a specified program, in a form satisfactory to the Polytechnic.

8.6 Administrative Stipends

- 8.6.1 Any Member appointed by the Polytechnic as a Chairperson to carry out administrative functions not normally associated with an instructional or equivalent position shall receive an annual positional allowance of \$4,200 in addition to the Member's normal salary entitlement. An acting chairperson serving over 10 consecutive business days will receive a prorated stipend and prorated workload applicable to the position.
- 8.6.2 Any Member who serves as a Chairperson shall normally have a minimum of 20% release from his/her normal teaching workload. However, this can be adjusted beyond the minimum to reflect complexity of the Department. The Chairperson will be informed of the amount of release prior to selection process.

8.7 Salary Schedule

- 8.7.1 All Members shall have their August 15, 2024 to August 14, 2028 salary entitlements calculated according to the following salary grids:

| | August 15, 2024 to August 14, 2025 | | | | | |
|------------------|---|----------|-----------|------------|-----------|----------|
| INCREMENT | LEVEL | | | | | |
| | VI | V | IV | III | II | I |
| 0 | 59032 | 63962 | 65282 | 69646 | 74985 | 80412 |
| 1 | 62595 | 67524 | 68929 | 73235 | 78569 | 83995 |
| 2 | 66163 | 71092 | 72577 | 76822 | 82160 | 87585 |
| 3 | 69730 | 74659 | 76229 | 80412 | 85748 | 91174 |
| 4 | 73296 | 78224 | 79873 | 83995 | 89334 | 94763 |
| 5 | 76866 | 81791 | 83523 | 87585 | 92918 | 98350 |
| 6 | 80431 | 85359 | 87171 | 91174 | 96515 | 101935 |
| 7 | 83997 | 88925 | 90813 | 94763 | 100103 | 105529 |
| 8 | 87565 | 92494 | 94463 | 98350 | 103690 | 109115 |
| 9 | 91133 | 96061 | 98115 | 101935 | 107278 | 112705 |
| 10 | 94700 | 99629 | 101764 | 105529 | 110864 | 116292 |
| 11 | 98267 | 103194 | 105411 | 109115 | 114453 | 119887 |
| 12 | 101835 | 106764 | 109057 | 112705 | 118043 | 123472 |
| 13 | 105401 | 110329 | 114334 | 117971 | 123388 | 128899 |
| 14 | 109090 | 114015 | 118766 | 122826 | 129245 | 135003 |

| | August 15, 2025 to August 14, 2026 | | | | | |
|------------------|---|----------|-----------|------------|-----------|----------|
| INCREMENT | LEVEL | | | | | |
| | VI | V | IV | III | II | I |
| 0 | 60803 | 65881 | 67241 | 71735 | 77235 | 82824 |
| 1 | 64473 | 69549 | 70996 | 75432 | 80927 | 86515 |
| 2 | 68148 | 73224 | 74754 | 79126 | 84625 | 90213 |
| 3 | 71822 | 76898 | 78516 | 82824 | 88320 | 93909 |
| 4 | 75495 | 80571 | 82270 | 86515 | 92014 | 97606 |
| 5 | 79172 | 84245 | 86028 | 90213 | 95706 | 101300 |
| 6 | 82844 | 87920 | 89786 | 93909 | 99411 | 104993 |
| 7 | 86516 | 91593 | 93537 | 97606 | 103106 | 108695 |
| 8 | 90192 | 95269 | 97297 | 101300 | 106801 | 112389 |
| 9 | 93867 | 98943 | 101058 | 104993 | 110496 | 116086 |
| 10 | 97541 | 102618 | 104817 | 108695 | 114190 | 119781 |
| 11 | 101215 | 106289 | 108574 | 112389 | 117886 | 123483 |
| 12 | 104890 | 109967 | 112329 | 116086 | 121584 | 127176 |
| 13 | 108563 | 113639 | 117764 | 121510 | 127089 | 132766 |
| 14 | 112363 | 117435 | 122329 | 126511 | 133123 | 139053 |

| | August 15, 2026 to August 14, 2027 | | | | | |
|-----------|------------------------------------|--------|--------|--------|--------|--------|
| INCREMENT | LEVEL | | | | | |
| | VI | V | IV | III | II | I |
| 0 | 62627 | 67857 | 69258 | 73887 | 79552 | 85309 |
| 1 | 66407 | 71636 | 73126 | 77695 | 83354 | 89111 |
| 2 | 70192 | 75421 | 76997 | 81500 | 87164 | 92919 |
| 3 | 73977 | 79205 | 80872 | 85309 | 90970 | 96726 |
| 4 | 77760 | 82988 | 84738 | 89111 | 94774 | 100534 |
| 5 | 81547 | 86772 | 88609 | 92919 | 98577 | 104339 |
| 6 | 85329 | 90558 | 92480 | 96726 | 102393 | 108143 |
| 7 | 89112 | 94341 | 96344 | 100534 | 106199 | 111955 |
| 8 | 92898 | 98127 | 100216 | 104339 | 110005 | 115760 |
| 9 | 96683 | 101911 | 104090 | 108143 | 113811 | 119568 |
| 10 | 100468 | 105696 | 107961 | 111955 | 117616 | 123374 |
| 11 | 104252 | 109478 | 111831 | 115760 | 121423 | 127188 |
| 12 | 108037 | 113266 | 115699 | 119568 | 125232 | 130992 |
| 13 | 111820 | 117049 | 121297 | 125155 | 130902 | 136749 |
| 14 | 115734 | 120958 | 125999 | 130307 | 137116 | 143225 |

| | August 15, 2027 to August 14, 2028 | | | | | |
|-----------|------------------------------------|--------|--------|--------|--------|--------|
| INCREMENT | LEVEL | | | | | |
| | VI | V | IV | III | II | I |
| 0 | 64506 | 69893 | 71336 | 76104 | 81938 | 87868 |
| 1 | 68399 | 73785 | 75320 | 80026 | 85855 | 91784 |
| 2 | 72298 | 77684 | 79307 | 83945 | 89778 | 95707 |
| 3 | 76196 | 81581 | 83298 | 87868 | 93699 | 99628 |
| 4 | 80092 | 85478 | 87280 | 91784 | 97618 | 103550 |
| 5 | 83993 | 89376 | 91268 | 95707 | 101534 | 107469 |
| 6 | 87889 | 93274 | 95254 | 99628 | 105465 | 111387 |
| 7 | 91785 | 97171 | 99234 | 103550 | 109385 | 115314 |
| 8 | 95685 | 101071 | 103223 | 107469 | 113305 | 119233 |
| 9 | 99584 | 104968 | 107213 | 111387 | 117225 | 123155 |
| 10 | 103482 | 108867 | 111200 | 115314 | 121144 | 127076 |
| 11 | 107379 | 112762 | 115186 | 119233 | 125065 | 131004 |
| 12 | 111278 | 116663 | 119170 | 123155 | 128989 | 134921 |
| 13 | 115174 | 120560 | 124936 | 128910 | 134829 | 140852 |
| 14 | 119206 | 124587 | 129779 | 134216 | 141230 | 147522 |

8.8 Salary Disbursements

- 8.8.1 The Polytechnic shall pay the salary entitlement of all Members in equal monthly instalments, less the deductions required by law, and the benefits applicable to or elected by the Member in accordance with the provisions of this Agreement. Members have the option to receive a mid-month advance to a maximum of 35% of their gross monthly salary. Members choosing to receive mid-month advances need to notify Human Resources before July 15. These installments will normally be deposited on or before three working days prior to the end of each month.

8.9 Administration of Payroll Deductions

- 8.9.1 The Polytechnic shall deduct and remit to the Association the membership fees established from time to time by the Association. The Association shall advise the Member of the appropriate assessment and inform the Polytechnic accordingly.
- 8.9.2 The Association shall advise the Office of Human Resources, in writing, of any changes in the membership fees at least thirty (30) days prior to the effective date of change.
- 8.9.3 The Polytechnic shall deduct and remit necessary premiums or other payments required for any group benefit plans, or other payroll deduction plans approved by the Association on behalf of the Members.

8.10 Stipend for Off-Campus Instruction

- 8.10.1 Stipend for travel required to provide off-campus instruction shall be paid to:
- 8.10.1.1 Any Member who is appointed to offer a course of instruction at a centre other than their normal place of work.
- 8.10.2 The schedule to be applied shall be as follows:
- 8.10.2.1 for travel by automobile, a stipend of eleven cents per kilometer, calculated from the Member's normal place of work to the centre at which instruction is given, and return.
- 8.10.2.2 for travel by air, a stipend of \$10.00 per hour for each hour of flying time and ground travel time between the airport nearest the Member's residence and the centre at which instruction is given.
- 8.10.2.3 any Member electing to travel by automobile to a centre which can be reached by commercial air service shall receive a stipend equal to the amount which would be payable for air travel.
- 8.10.2.4 in the case of delays due to unavoidable circumstances, the Member shall receive an additional stipend of \$10.00 per hour, up to a maximum of

\$100.00. This stipend shall apply only to the portion of delay in excess of two hours, and excludes normal sleeping time.

8.11 Stipend for Self-Study Instruction

A Member may agree to provide a student(s) with a self-study course.

8.11.1 Members involved in the Self-Study Program shall be paid a stipend in addition to their normal salary entitlement.

8.11.2 The stipend per student shall be \$150.00 per credit per student to a maximum of \$450. Members shall be paid the stipend at the completion of the course, and after the final grades have been submitted.

8.11.3 Members shall sign a special project agreement and be paid the stipend at the completion of the course, by submission of the final grades and a project completion notice.

8.11.4 Notwithstanding Clause 8.11.3 hereof, Members shall be entitled to half the stipend if a student withdraws after at least half the course has been completed.

8.11.5 The number of students that a Member may tutor shall not exceed 6 per academic year nor more than 3 per course.

8.12 Stipend for Challenge Exams

8.12.1 The stipend of \$100 per examination will be paid to a Member for the administration and grading of a challenge exam.

ARTICLE 9.0 DETERMINATION OF ACADEMIC RESPONSIBILITIES INCLUDING TEACHING OR EQUIVALENT WORKLOADS

9.1 Guiding Principles

9.1.1 The Polytechnic shall determine general Academic Staff responsibilities and terms of reference for Academic Members. The Members' workloads shall be the responsibility of the Dean, or Associate Dean, and the Department Chair who shall prepare proposed workloads in consultation with the Members. The proposed workloads of each Member must be distributed in advance for an open discussion and vote at a Department meeting with quorum. The consolidated workloads endorsed at this Department meeting shall be submitted for final approval to the Vice-President through the appropriate Dean, or Associate Dean.

9.2 Operational Procedures

9.2.1 Normally, the teaching load of a Member will not exceed the Department/Program

Maximum Hours as listed in the workload table in 9.2.1(b).

a) Asynchronous Courses:

If a member agrees to an assignment that includes distance education courses, workload hours shall be calculated on the following basis:

- Asynchronous workload hours are calculated per-student in alignment with the table below.

| Hr./Student | Course Hrs. |
|--------------------|--------------------|
| 0.9 | <45hrs |
| 1.5 | 45 – 74 |
| 2.5 | 75 – 100 |
| 3 | 101-200 |
| 5 | 201+ |

- The number of registered students will be calculated on the day after the course “Drop Date”
- The above excludes Work Integrated Learning (WIL) asynchronous courses (work experience, practicums, co-ops, clinicals). Those courses will be assigned workload the same as the on-campus WIL courses.

b) Workload Table

| Program/Department | Maximum Hours |
|--|----------------------|
| Academic Upgrading | 590 |
| Animal Sciences | 590 |
| Humanities and Social Sciences (405 with only lectures) | 405/450 |
| Education | 450 |
| Automotive Service Technician | 725 |
| Business Administration | 450 |
| Carpenter | 725 |
| Computer Science | 450 |
| Cooperative Trades Orientation | 641 |
| Electrician (CML and Traditional) | 725 |
| Emergency Services | 590 |
| Fine Arts | 590 |
| Harley-Davidson® Technician Certificate / Professional Harley- | 641 |
| Heavy Equipment Service (Think Big) | 641 |
| Heavy Equipment Technician | 725 |
| Early Learning Child Care / EA | 590 |
| Instrumentation Technician | 725 |
| Millwright | 725 |
| Motorcycle Mechanic | 725 |
| BSCN/PN/HCA | 590 |
| Office Administration | 590 |
| Parts Technician | 725 |
| Kinesiology and Health Sciences | 450 |
| Plumber | 725 |
| Power Engineering / Engineering Technology | 641 |
| Science | 450 |
| Steamfitter/Pipefitter | 725 |
| Wastewater Technology | 641 |
| Welding | 725 |

- Composite Workload Hours = Course Workload Hours *
(Instructor Category Workload Threshold / Course Category
Workload Threshold)
Example: 34.3 hours = 45 hours*(450/590)

9.2.2 Teaching loads will be established and signed by June 1.

9.2.2.1 Professional assignments for Librarians normally will not exceed 35 hours per week, although additional hours may be required during periods of increased demand.

9.2.2.2 For Members instructing in Emergency Services programs, Apprenticeship and Industry Training (AIT) and Power Engineering programs, the Polytechnic may require that up to 25% of a workload be comprised of Continuing Education courses.

9.2.2.3 With the approval of the Vice President, tenured Faculty may be granted release time of up to 50% of the Departmental maximum workload to undertake applied research.

9.2.2.4 a) The following factors will be considered when assigning workload

- Class Size
- Method of delivery
- Whether a new or existing course
- Member experience
- Number of assigned courses to the Member
- Complexity of the course content
- Other relevant considerations

b) Any alternative instructional arrangement beyond the workload table (9.2.1 b), will require an LOU between the ASA and the Polytechnic.

9.2.3 The assignment of duties which result in teaching overloads will be discouraged and require the specific approval of the appropriate Vice-President or designee.

9.2.4 No Member will be required to assume more than the maximum Departmental teaching load. Any teaching duties assigned as overload, as determined by the Polytechnic, will be compensated for in accordance with Clause 5.6.4.

9.2.5 A Member may be assigned 10 months of duties. Such duties would normally include 22 working days of planned and approved professional development, which may or may not be consecutive.

9.2.6 All full-time faculty members who teach 100% of their annual instructional workload in Year 3 and/or Year 4 courses of a Northwestern Polytechnic degree program shall be eligible for a course release of no less than 10% and up to a maximum of 25% of their instructional workload for the purposes of scholarly activity aligned with degree program quality assurance.

For members who teach less than 100% of their annual instructional workload in Year 3 or Year 4 degree-level courses, the release shall be pro-rated based on the proportion of their workload assigned to Year 3 or 4 courses, using the following formula:

Scholarly Release = % of Total Workload Assigned to Year 3 or 4 Courses \times (10% to 25%)

The specific percentage of release within the 10–25% range will be determined based on scholarly activity proposed and approved through an application process.

Applications for scholarly release must be submitted to the Scholarly Work Committee, co-chaired by two Deans, by April 25 each year. The committee will evaluate proposals and allocate release time in alignment with institutional priorities and available resources.

ARTICLE 10.0 SUPPLEMENTARY BENEFITS

10.1 Application of Schedule

10.1.1 Except as specifically provided otherwise, the provisions of this Article shall apply only to Members holding full-time appointments.

10.1.2 If any Member's full-time appointment is reduced to part-time annual, continuing or tenured, he/she shall be entitled to all benefits granted under Article 10.0 prorated with reference to the maximum workload hours in the Member's Department.

10.2 Holiday and Vacation Period

10.2.1 All Members shall be entitled to any statutory or other holiday observed by the Polytechnic, as set out in the Calendar of the Polytechnic.

10.2.2 Members holding full-time annual or continuing appointments shall be entitled to forty-four working days of paid vacation annually. No holidays will be deferred from one year to the next without prior written approval from the Dean and only in exceptional circumstances.

10.2.3 Any Member holding a full-time sessional appointment shall receive in lieu of vacation an amount equal to four percent of salary earned under the appointment.

10.2.3.1 After having completed 10 months of employment, any Member holding a full-time sessional appointment in subsequent consecutive years shall receive, in lieu of vacation, an amount equal to six percent of salary.

10.2.4 Each Member shall schedule vacation time in consultation and agreement with the appropriate Dean or Associate Dean. The Member is responsible to inform the Chairperson of their approved vacation time.

10.3 Conditions and Procedures Governing Sick Leave

10.3.1 The Polytechnic shall make provision for sick leave with full salary to all Members holding full-time appointments or part-time tenured appointments under the following conditions:

10.3.1.1 Any Member holding a non-tenured instructional, administrative or

academic service appointment shall be eligible for sick leave to cover absence through illness. Sick leave shall be available to any Member at the rate of two days for each month of service in an appointment, to a maximum of twenty days for any one full year of service.

- 10.3.1.2 Sick leave which is not used by any non-tenured Member in any year may be accumulated for subsequent credit, to a maximum of sixty days.
- 10.3.1.3 At the commencement of each academic year tenured Members shall be granted sick leave credits of 100 days for use during that academic year. Unused sick leave shall not be carried over to the next academic year.
 - 10.3.1.3.1 A tenured Member who is on sick leave when credits are granted shall not have annual sick leave credits (100 days) available until such time as the Member returns to work.
 - 10.3.1.3.2 A Part-time tenured Member's sick leave credits will be pro-rated and available upon return to work.
 - 10.3.1.3.3 Leave credit days specified in 10.3.1.3 shall be available to Victims of Family violence and for the care of the Members' dependants or parents.
 - 10.3.1.3.4 Leave credit days specified in 10.3.1.3 shall be available for the care of health for the Members' immediate family members, dependants or parents.
- 10.3.1.4 Any Member taking sick leave for more than three days may be required by the Polytechnic to provide a medical certificate in support of such claim.
- 10.3.1.5 Any Member taking sick leave for more than ten days may be required by the Polytechnic to have an appropriate Medical Specialist, as referred by the Member's family physician or a General Practitioner, submit medical evidence indicating that the Member is unable to perform his/her duties.
- 10.3.1.6 Any Member taking sick leave shall, upon return to work, ensure that their absence reporting has been updated.
- 10.3.1.7 Any Member who suffers from a mental or physical condition, which the Polytechnic reasonably determines would make it impractical or inappropriate to instruct or associate with students, or carry out the terms of an academic staff appointment, shall be required to take sick leave until all sick leave benefits have been exhausted, and may be required by the Polytechnic to take leave of absence without salary thereafter for an additional period. This does not preclude benefits referred to in Clauses 10.7 10.8 and 10.9.

- 10.3.1.8 Any Member granted leave of absence for illness in accordance with Clause 10.3.1.5 or 10.3.1.7 hereof may apply for reinstatement to the Academic Staff and shall, at the discretion of the Polytechnic, provide a statement from a Medical Examiner, mutually agreed to by the Polytechnic and the Executive of the Academic Staff Association, that the Member is reasonably capable of assuming the duties under such appointment.
- 10.3.1.9 Any Member leaving the employ of the Polytechnic shall relinquish all credit for accumulated sick leave, and such credit shall not be reinstated in the event the Member is subsequently re-appointed by the Polytechnic.
- 10.3.1.10 Notwithstanding Clause 10.3.1.9, a Member on a full-time sessional appointment leaving the employ of the Polytechnic shall relinquish all credit for accumulated sick leave and such credit shall be reinstated to a maximum of 20 days in the event that the Member is reappointed by the Polytechnic in the subsequent year.

10.4 Conditions and Procedures Governing Leave for Personal Reasons

10.4.1 General Conditions

- 10.4.1.1 Leave to any Member for personal reasons may be granted with or without salary at the discretion of the Polytechnic.

10.4.2 Procedures for Granting Leave for Personal Reasons

- 10.4.2.1 Any Member seeking leave for personal reasons shall make application to the Polytechnic on the earliest date possible prior to the date that such leave is required.
- 10.4.2.2 The Polytechnic shall normally rule on the application within two days of receiving the application, and inform the Member in writing accordingly.

10.4.3 Procedures for Granting Special Leave

- 10.4.3.1 If emergency or uncontrolled personal circumstances prevent a Member from reporting for work, special leave shall be granted subject to the following:
 - a) The Member shall communicate the reason for the special leave to the Chair as soon as possible and, if possible, prior to the commencement of the leave.
 - b) Special leave shall be limited to the time required to attend the leave circumstances.

- c) Any absences under this section shall not be extended beyond five (5) consecutive working days without the approval of the Dean.
- d) Special leave shall be limited to fifteen (15) working days per academic year, unless additional special leave is approved by the Vice-President.
- e) This entitlement will be pro-rated for those eligible employees who commence employment other than at the commencement of the Polytechnic Year.

10.5 Pension Plans

- 10.5.1 The Polytechnic shall deduct and remit contributions for all eligible Members under the Canada Pension Plan and under any of the Provincial Pension Plans adopted by the Polytechnic.
- 10.5.2 Members shall participate in the provincial pension plans adopted the Polytechnic, provided they meet the eligibility requirements for Members outlined in the Polytechnic's LAPP Participation Policy, as it may be amended from time to time.
- 10.5.3 A Member who holds a part-time tenured appointment shall be required to participate in the Local Authorities Pension Plan where such appointment meets LAPP registration requirements as set out in the conditions of the LAPP.

10.6 Retirement Incentive

- 10.6.1 Retirement Incentive shall be provided for Members as described in Appendix II of this Agreement.

10.7 Group Life and Long-Term Disability Insurance

- 10.7.1 The Polytechnic shall effect a group life and long-term disability insurance on behalf of all Members holding full-time and part-time tenured appointments and said insurance shall be a condition of employment for eligible Members.
 - 10.7.1.1 Eligibility for application to receive long-term disability coverage will be available to Members to the age of 64 years and 9 months.
- 10.7.2 The benefits consultant and insurance carrier(s) shall be determined from time to time after consultation between the Polytechnic and the Association.
- 10.7.3 The said group insurance plan shall provide the following benefits:
 - 10.7.3.1 term life insurance with a face value of three times the Member's normal annual salary, subject to a maximum of \$300,000
 - 10.7.3.1.1 accidental death and dismemberment insurance with a face value of three times the Member's normal annual salary to a

maximum of \$300,000.

10.7.3.2 long-term disability insurance to the age of 65 years, with benefits to begin following three months of disablement or incapacity;

10.7.3.2.1 Income protection equivalent to 60% of a Member's basic monthly earnings subject to a maximum monthly benefit of either \$4,000 or \$7,000, depending on the Member's choice of plan.

10.7.3.2.2 A Member who is receiving L.T.D. benefits and who is currently participating in the Polytechnic's benefit plans (Extended Health, Paramedical, Dental Group Life and Optional Life Insurance), shall continue to be covered under these Plans throughout the total period that the Member is receiving L.T.D. benefits unless the Member elects to opt out. The premium contributions for the same shall continue to be paid by the Polytechnic and the Member as before the commencement of L.T.D. coverage.

The Polytechnic shall ensure that when the Faculty Member returns from LTD leave, he/she can return to the position the Member occupied before commencement of LTD or article 11.6.3.1.3.2 shall apply.

10.7.4 The Polytechnic shall pay the full cost of premiums for life insurance, and accidental death and dismemberment; the Member shall pay the full cost of premiums for the long-term disability insurance.

10.7.5 Life and Accidental Death Insurance for Members on Part-Time Sessional Appointments

The Polytechnic shall provide Life and accidental Death insurance with \$100,000 coverage for all Members on part-time sessional appointments while travelling in an official capacity for the Polytechnic.

10.8 Alberta Health Care Insurance

10.8.1 The Polytechnic shall bear the cost of the premiums required for the single or family coverage applicable to each Member holding a full-time appointment and participating in the Plan administered by the Alberta Health Care Insurance Commission according to the following schedule:

10.8.1.1 In the event that the premiums of the day are greater than the premium in effect January 1, 2001, the Polytechnic shall pay:

10.8.1.1.1 the monthly premiums of qualified Members at the rate existing in January 1, 2001 plus

- 10.8.1.1.2 one-half of the difference between rates of the day and rates existing in January 1, 2001
 - 10.8.1.2 In the event that premiums of the day are less than the premiums in effect January 1, 2001, the Polytechnic shall pay:
 - 10.8.1.2.1 100 percent of the premiums of the day, and
 - 10.8.1.2.2 The difference between the premium schedule of the day and the schedule of January 1, 2001 into the Individualized Professional Enhancement Fund of the Member. This includes all part-time and full-time temporary, sessional, annual, continuing and tenured Members.
- 10.8.2 In the case of a part-time tenured Member, the Polytechnic and the Member shall share the cost, on a prorated basis, of the premiums required for the single or family coverage applicable to the Member participating in the plan administered by the Alberta Health Care Insurance Commission.

10.9 Extended Health and Dental Insurance

- 10.9.1 The Polytechnic shall effect a group health and dental insurance policy on behalf of all Members holding full-time appointments and part-time tenured appointment
- 10.9.2 The insurance carrier shall be determined by the Polytechnic after consultation with the Association.
- 10.9.3 The insurance plan shall make provision for the following benefits:
 - 10.9.3.1 supplementary hospital care
 - 10.9.3.2 supplementary health care
 - 10.9.3.3 prescription drugs
 - 10.9.3.4 vision care
 - 10.9.3.5 preventative, restorative and orthodontic dental care
 - 10.9.3.6 Paramedical Health Benefits.
- 10.9.4 Enrolment in the insurance plan shall be a condition of employment for all Members holding full-time appointments and part-time tenured appointments.
- 10.9.5 Notwithstanding the provisions of Clause 10.9.4 hereof, any Member who has extended health care and dental care insurance coverage under another plan carried by the Member's spouse may be exempted from participation, provided that such

non-participation is not detrimental to the maintenance of the plan.

10.9.6 The Polytechnic shall bear the full cost of the insurance plan.

10.9.7 In the case of part-time tenured Members, premium costs will be pro-rated.

10.10 Death in Service Benefit

10.10.1 In the event of the death of any Member holding a full-time appointment or part-time tenured appointment, other than a Member on professional leave without financial assistance, the Polytechnic shall pay to the Member's beneficiary (or in the absence of a named beneficiary to the Member's estate) the salary entitlement for the month in which the death occurs and, in addition, an amount equal to three months' salary as full settlement.

10.11 Workers' Compensation Board Benefits

10.11.1 The Polytechnic shall effect coverage under the Workers' Compensation Board for all Members, and shall bear the full cost of such coverage.

10.12 Maternity and Parental Leave

10.12.1 Maternity and Parental Leave shall be available to any Member holding a full-time annual, continuing, tenured or a part-time tenured appointment.

10.12.2 The Member shall submit application for Maternity and Parental Leave to the Dean not less than six (6) weeks prior to the estimated date of delivery.

10.12.3 Birth mothers may be eligible for up to 16 consecutive weeks of paid top-up maternity leave.

10.12.4 Birth and adoptive parents can, within 78 weeks of the date of birth or placement of the child, take up to 62 weeks of unpaid parental leave.

10.12.4.1 Parental leave can be taken by:

10.12.4.1.1 the birth mother, immediately following maternity leave

10.12.4.1.2 the other parent of the newborn child;

10.12.4.1.3 an adoptive parent, or

10.12.4.1.4 both parents of the newborn or adopted child, shared between them for not longer than the combined total of 62 weeks, and not taken at the same or overlapping period of time.

- 10.12.5 Maternity Leave can start any time within the 13 weeks leading up to the estimated due date of birth and no later than the date of birth.
- 10.12.6 Any Member on Maternity and/or Parental Leave may continue participation in all group benefit plans available to the Academic Staff but shall bear the full cost of participation in such benefit plans. The period of time on a Maternity and/or Parental Leave shall not count toward an employee's service time or earning of an increment.

10.13 Relocation Allowance

- 10.13.1 Expenses associated with relocation to Grande Prairie or district shall be reimbursed to any Member upon joining the Academic Staff provided that all such claims are submitted within the year of initial appointment. Reimbursement for such claims shall be subject to the policies and procedures of the Polytechnic, to a maximum of \$2,500. Exceptions may be approved by the Vice-President.
- 10.13.2 Where a Member's assignment is transferred to a work location which is more than 50 kilometers from their current work location, the Member will be entitled to relocation benefits outlined in 10.14.1.

10.14 Travel, Protective Clothing and Safety Equipment

- 10.14.1 In consultation with the Association, the Polytechnic shall, from time to time, establish a schedule for the reimbursement of transportation and subsistence costs associated with travel required of Members by the nature of their appointments, or on behalf of the Polytechnic as a whole.
- 10.14.2 The Polytechnic will determine if uniforms, coveralls, smocks or such other items should be provided for the protection of a Member's personal clothing in carrying out their responsibilities. Protective clothing and safety equipment shall be designated and supplied by the Polytechnic as required by the Occupational Health & Safety Act and its Regulations.

10.15 Waiver of Tuition/Refund

A tuition waiver will be approved provided that courses in which a Member or his/her dependents enroll in are not full as per the pre-determined class-size limit. The definition of dependent shall be in accordance with the Polytechnic's Extended Health and Dental Plan.

- 10.15.1 Members' dependents shall be eligible for tuition waiver for credit courses. The waiver shall not apply in a case where the Member's dependent repeats the same course(s).
 - 10.15.1.1 For programs/courses with wait lists, the Academic Staff Association will be limited to one (1) dependent tuition waiver for programs/courses with fewer than forty (40) seats, and two (2)

dependent tuition waivers for programs with forty (40) or more seats. Where necessary, tuition waivers will be allocated on a first-come, first-served basis.

10.15.2 Members shall be eligible for a tuition waiver of one 'for credit course' per session. Tuition waiver does not include courses that are collaborative or brokered.

10.15.3 For apprenticeship trades, a tuition refund shall be available for Members' dependents who have enrolled and paid for the program/courses. One tuition refund will be available for each class in each intake. The tuition will be refunded within 60 days after the course start date. The refund shall not apply if the Member's dependent repeats the same program/course(s). The application for this refund will follow the same process and documentation requirements as credit courses.

10.16 Individualized Professional Enhancement

10.16.1 In consultation with the Association, the Polytechnic shall make provision for an annual budget in support of the professional enhancement of the Members.

10.16.2 The terms of reference and procedures to be followed in the administration of professional enhancement shall be established, from time to time, by the Academic Staff Association and the Polytechnic, as is contained in Appendix III of this Agreement.

10.16.3 The Polytechnic will contribute \$1800 for each full-time tenured, full-time continuing, full-time annual, and full-time sessional Member. For part-time tenured Members, contributions will be made on a pro-rated basis. First year members and part-time sessional members are not eligible for the IPE fund. Calculation of the Polytechnic contribution will be based on the Faculty complement as of October 1 of each year.

10.17 Four For Five Leave Plan

The Polytechnic shall provide a Four for Five Leave Plan for full-time tenured Academic Staff Association Members as described in Appendix IV of this Agreement.

10.18 Physical Activities Centre

The Polytechnic shall provide free access to the Physical Activities Centre for each full-time Faculty Member who applies.

10.19 Health Spending Account

10.19.1 The Polytechnic will contribute \$750 for all active full-time Members into a Health Spending Account (HSA), in accordance with the Income Tax Act. The amount will be credited to each Member's HSA account annually on August 15. In the case of a part-time tenured Member the benefit will be pro-rated.

ARTICLE 11.0 TENURE FOR MEMBERS OF THE ACADEMIC STAFF

11.1 The Award of Tenure

- 11.1.1 In the third year of a Member's probationary service, the Member to be considered for tenure shall make application, in writing, to the Polytechnic by April 1. The application shall meet all the terms in accordance with Clause 5.1.3. It is the Member's responsibility to gather and submit a complete application.
- 11.1.2 The decision to award tenure will be made by the President on recommendation by the Tenure Committee.

11.2 Tenure Committee Membership

The Tenure Committee shall consist of:

- 11.2.1 the Vice-President, or his/her designee, as Chairperson of the Committee.
- 11.2.2 the Dean of the Member considered for tenure.
- 11.2.3 a tenured member elected by the Department of the Member considered for tenure.
- 11.2.4 two tenured Members elected at large by the Association.

11.3 Polytechnic-Wide Standards for the Awarding of Tenure

- 11.3.1 To ensure Polytechnic-wide standards in the application of criteria used in the Departmental Faculty review process, the Tenure Committee will review the Faculty Evaluation Assessments of the Departmental Faculty Evaluation Committees. As part of the review process concerning the Member, the Tenure Committee shall have access to all data used by the Dean and the Faculty Evaluation Committees.
- 11.3.2 Where any Member has an assignment in more than one Department, the Dean, in consultation with each Departmental Faculty Evaluation Committee, shall be responsible for submitting a written report regarding the Member eligible for tenure through the Office of the Vice-President to the Tenure Committee by May 1.

11.4 Minimum Academic Qualifications Required by Programs for the Granting of Tenure

The following are normally the minimum academic qualifications required by the Program/Department for the granting of tenure.

- 11.4.1 Academic Upgrading: an appropriate bachelor's degree.
- 11.4.2 Business: an appropriate master's degree, or L.L.B.

- 11.4.3 Education:
 - 11.4.3.1 For degree programs: an appropriate master's degree, PhD or Doctorate preferred.
 - 11.4.3.2 For certificate and diploma programs: an appropriate bachelor's degree.
- 11.4.4 Fine Arts:
 - 11.4.4.1 For positions involving instruction in university transfer courses, an appropriate master's degree.
 - 11.4.4.2 For positions involving instruction in Polytechnic credit and/or Polytechnic conservatory courses only, a bachelor's degree or proven proficiency in performance and/or instruction.
- 11.4.5 Humanities and Social Sciences: an appropriate master's degree, PhD preferred.
- 11.4.6 Industrial Training: Journeyman Certificate (Apprenticed Journeyman) or Power Engineering Certificate (Minimum of Fourth Class Certificate with five years of field experience) or equivalent, as determined by a Department Equivalency Committee, on the basis of evaluation of individual classes.
- 11.4.7 Kinesiology and Health Sciences: an appropriate master's degree.
- 11.4.8 Library: a Master's of Library Science degree.
- 11.4.9 Nursing and Health Programs:
 - 11.4.9.1 For degree programs: a master's degree in Nursing and registration, in good standing, with the appropriate regulatory body.
 - 11.4.9.2 For diploma and certificate programs: an appropriate diploma and registration, in good standing, with the appropriate regulatory body.
- 11.4.10 Office Administration: an appropriate bachelor's degree.
- 11.4.11 Science: an appropriate master's degree, PhD is preferred
- 11.4.12 Veterinary Technology
 - 11.4.12.1 For Veterinary positions, a Doctor of Veterinary Medicine (DVM) plus current C.V.M.A. registration.
 - 11.4.12.2 For Animal Health Technologist positions, an Animal Health Technology Diploma and certification as a Registered Veterinary Technologist.

11.5 Recommendation to the President

- 11.5.1 Following review of the information supplied by the Departmental Faculty Evaluation Committee, the Tenure Committee will recommend to the President:
 - 11.5.1.1 the candidate be granted tenure, effective August 15 of his/her fourth year of service, or
 - 11.5.1.2 the candidate be released, or
 - 11.5.1.3 the candidate be retained for an additional year, during which the Member shall again be considered for tenure.
- 11.5.2 The Tenure Committee may use the provisions of Clause 11.5.1.3 once only for any candidate.
- 11.5.3 The Member and the Chairperson of the Faculty Evaluation Committee will receive a copy of the recommendation to be submitted to the President.

11.6 Termination of Appointment for Tenured Members

The appointment of any Member who has acquired tenure shall continue in force until terminated:

- 11.6.1 by resignation;
- 11.6.2 by notification of dismissal pursuant to Article 15.0 of the Collective Agreement;
- 11.6.3 as a result of formal changes in programs/services, or insufficient enrolment;
 - 11.6.3.1 When a Member's professional assignment is declared redundant and notification of employment termination has been provided, the Member, if applicable, should identify in writing to his/her Dean other Department(s) where he/she believes he/she is qualified to work. The Reassignment Committee shall consist of the appropriate Vice-President, the appropriate Dean(s), a Faculty Member of each receiving Department. If the Reassignment Committee is of the opinion that the employee is qualified to perform other professional duties, and an appropriate position is vacant, the Member will be offered the assignment in lieu of completing the termination process or,
 - 11.6.3.2 If 11.6.3.1 is not invoked, on August 14 of the same year, the Member shall receive a severance payment of one months' salary plus a sum based on the following scale calculated on his/her potential succeeding year's salary on August 15. Should a position become available in the discipline of the Member terminated, justifying the hiring of additional staff, the

Member shall have the right of first refusal for any full-time position for which he/she is qualified for a period of 18 months following his/her effective termination date.

| Year of Tenure | Percentage |
|----------------|------------|
| 1 | 50 |
| 2 | 55 |
| 3 | 60 |
| 4 | 65 |
| 5 | 70 |
| 6 | 75 |
| 7 | 80 |
| 8 | 85 |
| 9 | 90 |
| 10 | 95 |
| 11 or more | 100 |

11.6.3.3 at the time of termination the Member must advise Human Resources of the Member's mailing address and telephone number and immediately advise Human Resources of any subsequent changes thereto.

11.6.4 as a result of unsatisfactory performance.

11.6.4.1 If the Dean, in consultation with the Departmental Faculty Evaluation Committee, finds any Member's academic performance to be unsatisfactory, the Member shall normally be given one year to improve in the areas outlined in an improvement plan. If at the end of that year, improvement as per the Improvement Plan, has not occurred, the Member may be given notice of termination before May 15 to be effective August 14 of that year.

11.6.4.1.1 The Member shall receive a lump sum based on the following as of August 14 of that year:

| Years of Tenure | Lump Sum Payment |
|-----------------|------------------|
| Less than 5 | 1 month |
| 5 – 10 | 2 months |
| Over 10 | 4 months |

ARTICLE 12.0 PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

- 12.1 Professional Leave with financial assistance may be granted to any Member holding a tenured appointment. One year of credit shall accrue for every year of service.
- 12.2 The Polytechnic shall provide 60 months of long-term professional development leave during each academic year as set out in this Article and Appendix I. Normally, the Polytechnic will consider only 12 month professional leave from the instructional or equivalent duties.
- 12.2.1 The dollar value of any portion of the 60 months not allocated or not used in the previous Academic year shall be deposited into the Taxable PD Fund by October 1. The dollar value of unallocated or unused month shall be calculated at the rate of 70% of Level 1 Increment 6.
- 12.3 Conditions Governing Financially Assisted Professional Leave
- 12.3.1 All benefits shall be available to any Member on leave, except sick leave. All accumulated sick leave credit shall be maintained while on leave but no sick leave benefits shall be paid during Professional leave.
- 12.3.2 Experience increments shall be credited for the period of leave in accordance with the normal provisions of the Agreement.
- 12.3.3 The Member shall continue participation in the group health, life insurance and pension plans and shall have his/her share of premiums deducted from salary.
- 12.3.4 The Polytechnic shall make its normal contributions to such group plans. The amount of the Polytechnic's contributions shall be a liability of the Member in the event of failure to return service as required within this Agreement.
- 12.3.5 The Member shall be entitled to accrue credit for further Professional Leave from the date of rejoining the staff following completion of the leave. If the Member accepts a one-year leave, he or she shall relinquish all prior credit for further Professional Leave. If the Member accepts six months of leave, he or she shall retain one-half of the prior credits up to a maximum of three years' credit for further Professional Leave.
- 12.3.6 Service Obligation
- The Member shall return service to the Polytechnic on the basis of one month of teaching or equivalent service for each month of leave granted.
- 12.3.7 Schedule of Financial Assistance
- 12.3.7.1 If the Member holds an administrative appointment, the Member shall relinquish the administrative appointment during the period of leave.

12.3.7.2 The amount of financial assistance to be granted shall be a percentage of the Member's total salary due to the Member for the period in which leave is taken.

12.3.7.3 The amount of financial assistance payable for Professional Leave shall be calculated in accordance with the following schedule:

After five years of credit
- 70 percent of total annual salary

After six years of credit
- 80 percent of total annual salary

12.3.8 Conditions Governing Liability for Financial Assistance Granted

12.3.8.1 The amount of financial assistance advanced shall be a liability to be paid by the Member in the event of the Member's failure, except in the case of death or long-term disability as determined by the insurance carrier, to return service to the Polytechnic under the terms in Clause 12.3.6 hereof.

12.3.8.2 A return of service of less than the whole of the period shall be credited against the Member's liability.

ARTICLE 13.0 PROFESSIONAL LEAVE WITHOUT FINANCIAL ASSISTANCE

13.1 Professional Leave without financial assistance may be granted to any Member following at least three years of service. Application will be made, in writing, to the Dean.

13.2 Supplementary Benefits

13.2.1 The Member on unassisted leave may elect to continue membership in the group health and life insurance plans.

13.2.2 The Member shall prepay all costs of group plans continued during the period of leave.

13.2.3 Experience increments shall be credited for the period of leave in accordance with the normal provisions of this Agreement.

13.3 Accumulation of Credit for Subsequent Leave

Any Member granted Professional Leave without financial assistance shall retain, for subsequent financially assisted leave, all credits earned prior to taking leave. The Member shall accumulate further leave credit from the date of rejoining the staff following

completion of the leave. The Member shall be entitled to apply for financially assisted leave following the completion of the required service commitment to the Polytechnic.

ARTICLE 14.0 CONDITIONS AND PROCEDURES GOVERNING SUSPENSION OF ANY MEMBER

14.1 Conditions

- 14.1.1 Where the Polytechnic has reasonable grounds for believing that a situation has developed such that it would be in the best interest of students or the Polytechnic as a whole, for any Member to be relieved of some or all of the responsibilities held under an Academic Staff appointment, the Polytechnic may suspend the Member for a period of not more than 10 days. The length of the suspension may be extended by the Polytechnic, after consultation with and with the agreement of the Association Executive.
- 14.1.2 Prior to issuing a notice of suspension to any Member, the Polytechnic shall normally inform the Association Executive, and may also consult with other persons as the Polytechnic thinks proper.
- 14.1.3 Any Member suspended from duty shall continue to receive full salary during the period of suspension.

14.2 Procedures

- 14.2.1 The Polytechnic shall meet the Member to advise him/her of:
 - 14.2.1.1 the reason(s) for suspension,
 - 14.2.1.2 the length of the suspension, and
 - 14.2.1.3 the time at which the suspension will take effect.
- 14.2.2 Within 24 hours, the Polytechnic shall confirm, in writing, the information given at the meeting referred to in Clause 14.2.1.
- 14.2.3 The Polytechnic shall notify the Executive of the Association in writing that any Member has been suspended.
- 14.2.4 The Polytechnic may take steps to secure a temporary replacement to fill the position during the suspension of the Member.
- 14.2.5 The Polytechnic shall advise the suspended Member, in writing, within ten days of the notice of suspension, whether proceedings for dismissal will be initiated and may extend the suspension with pay until the proceedings for dismissal are completed.

ARTICLE 15.0 CONDITIONS AND PROCEDURES GOVERNING THE DISMISSAL OF ANY MEMBER

15.1 Conditions

- 15.1.1 No Member shall be dismissed by the Polytechnic except in accordance with provisions and procedures set out in the Articles within this Collective Agreement.
- 15.1.2 Where the Polytechnic believes that good and sufficient reasons exist for the dismissal of any Member, the Polytechnic will initiate procedures for dismissal after informing the Association Executive. The Member shall also be entitled to have a representative from the Association Executive present when the Member is advised of the dismissal.
- 15.1.3 Any Member who is subject to proceedings for dismissal may be granted temporary leave of absence at full normal salary, on application to the President. Where the President believes that it is in the best interest of the Polytechnic, he/she may, at his/her sole discretion, grant temporary leave of absence at full normal salary. Such temporary leave shall be for a portion or for the whole of the period required to complete proceedings. The leave shall terminate as of the effective date of dismissal authorized by the Polytechnic.

15.2 Procedures

- 15.2.1 At the time of dismissal, the Polytechnic shall provide written notice to the Member respecting:
 - 15.2.1.1 a statement of the grounds for dismissal.
 - 15.2.1.2 the date on which the dismissal will become effective.
- 15.2.2 A copy of the letter referred to in Clause 15.2.1 shall be sent forthwith to the appropriate Dean and the President of the Association.
- 15.2.3 If the Member wishes to challenge the Polytechnic's decision and seeks changes or reinstatement, he/she may do so by means of Clause 16.3 of the Grievance Procedures.

15.3 Provision for Payment of Salary and Severance Allowance at Dismissal

- 15.3.1 Salary entitlement will be pro-rated to the effective date of dismissal as determined by the Polytechnic.

ARTICLE 16.0 GRIEVANCE PROCEDURES

16.1 Definition of Dispute, Disagreement or Grievance

- 16.1.1 Disputes, disagreements or grievances shall be characterized as one of
- a) Individual Grievance - initiated by a Member or Members and the Polytechnic;
 - b) Policy Grievance - between the Academic Staff Association and the Polytechnic to deal with matters included in the Collective Agreement;
 - c) Reassignment Grievance - pertaining to a change in a professional assignment of a Member.

16.2 Time Limits

- 16.2.1 Any time limits set out in the Article may be extended by agreement of the parties to the grievance.

16.3 Resolution of Grievance consistent always with the principle that grievances should be handled speedily and at the most appropriate level, the procedures to be employed are as follows:

16.3.1 Individual Grievance:

Step 1: The Member(s) shall initially seek in writing, via a letter to the Divisional Dean with a copy to the ASA Grievance Committee Chair, remedy of an administrative decision from the appropriate Divisional Dean who shall respond in writing within ten days. Failing resolution,

Step 2: Within ten days, the Member(s) and ASA Grievance Committee Chair (or committee member designee) shall meet with the appropriate Divisional Dean and the Director, Human Resources to discuss and attempt to resolve the member(s) grievance. The Divisional Dean shall respond in writing within ten days. Failing resolution,

Step 3: Within twenty days, the Academic Staff Association Grievance Committee, in consultation with the Member shall submit a written grievance setting forth:

- i. the section or sections of the Agreement alleged to have been violated;
- ii. the remedy or relief sought;

The written grievance shall be submitted to the appropriate Vice-President who shall respond in writing, within ten days. Failing resolution,

Step 4: Within twenty days, the Academic Staff Association Grievance Committee, in consultation with the Member, shall submit the grievance to the President, who shall respond in writing within fifteen days. Failing resolution,

Step 5: Within ten days, the Academic Staff Association Grievance Committee shall

meet with the member to review the substance of the grievance and provide the member with the Committee's opinion regarding the merits of the grievance. The Grievance committee chair shall then report its opinion to the Association Executive.

Step 6: Within thirty days, if the Member(s) wishes to continue to pursue the grievance, then the Member shall meet with the Academic Staff Association Executive to review the particulars of the case. The Academic Staff Association Executive will then have thirty days to complete its due diligence and determine (by majority vote) if the Member's grievance has merit. If the Academic Staff Association Executive deems that the grievance has merit, then the grievance shall proceed to arbitration as set out in Clause 16.5

Step 7: If the Association Executive (as per Step 6) concludes that there is no merit to the grievance, and that it should not be carried forward, then the member has the right to appeal this ruling to the ASA Grievance Appeal committee. The member will have twenty working days to file an appeal. The ASA Grievance Appeal committee will then have thirty days to make a ruling. If the ASA Grievance Appeal committee rules that the grievance should go forward, then the grievance shall proceed to arbitration as set out in Clause 16.5. If the ASA Grievance Appeal committee rules that the grievance should not go forward, then the grievance shall not be pursued further by the Association.

16.3.2 Where the decision of the President fails to satisfy the griever, and the grievance has ASA support either through Step 6 or Step 7, the grievance shall proceed to arbitration as set out in Clause 16.5.

16.4 Policy Grievance

Policy Grievances shall be addressed in writing by the Executive of the Academic Staff Association directly to the President of the Polytechnic. The President shall respond in writing within fifteen days. Failing resolution, the grievance shall proceed to arbitration as set out in Clause 16.5.

16.5 Arbitration Procedures

16.5.1 Where the decision of the President fails to satisfy the griever, within ten days of 16.3.2 or 16.4, the Association will notify the President, in writing, of their intention to submit the grievance to an Arbitration Committee. Such notice shall include the Association's nominee to single party arbitration and an appointee to a three person Arbitration Committee.

16.5.2 The President shall, within five days, inform the griever in writing of the name of his/her appointee to the Arbitration Committee, or acceptance of the single arbitrator who will henceforth be considered the Arbitration Committee.

- 16.5.3 Where a single arbitrator is not the choice, the two appointed Members of the Arbitration Committee shall, within ten days of the appointment of the second of them, appoint a mutually acceptable third person who shall be Chairperson thus completing membership in the Committee. If the two appointees fail to agree on a Chairperson, the senior officer, Labour Relations Board, shall be requested to appoint a Chairperson.
- 16.5.4 If either party fails to appoint a Member of the Arbitration Committee within the time limits, the dispute shall be deemed to be settled in favour of the party who has appointed the arbitrator within the agreed time limit.
- 16.5.5 The Arbitration Committee shall hear and determine the dispute and shall issue a decision, in writing, which shall be final and binding upon both parties. The decision of the majority is the decision of the Arbitration Committee.
- 16.5.6 Each party to the action shall bear the expense of its respective appointee to the Arbitration Committee, and the two parties shall bear equally the expense of the Chairperson.

16.6 Reassignment Grievance

The Member may, within three days of receiving notice of reassignment, notify the Dean in writing that he/she wishes a review of the proposed reassignment, and the Dean shall call a special meeting of the Department to be held within five days of the Member's request for review.

- 16.6.1 The Department, at a special meeting, shall decide whether it will act as a Committee of the whole on the review or whether it will elect a Review Committee. The Department will elect a Member from the Department who will act as Chair of the Review Committee. The Review Committee meeting will commence immediately.
- 16.6.2 The person recommending the reassignment and the Member concerned shall present their respective positions to the Review Committee. The Review Committee shall make a recommendation to the Dean immediately following the review. The Dean shall respond to the recommendation within one day.
- 16.6.3 The decision of the Dean may be appealed in writing to the Vice-President within one day.
- 16.6.4 The Vice-President's decision shall be delivered within two days and shall be final and binding.

ARTICLE 17.0 INTELLECTUAL PROPERTY

- 17.1 The Polytechnic will maintain an Intellectual Property policy. All amendments to said policy will occur after consultation with the Association.

ARTICLE 18.0 PARTICIPATORY GOVERNANCE

- 18.1 The Board of Governors, the Polytechnic and the Association endorse the principle of participatory governance in policy formulation. To that end, the Board agrees to provide for appropriate, direct and significant Academic Staff participation and representation on governing bodies, particularly in areas of academic concern.

ARTICLE 19.0 BINDING EFFECT OF THE AGREEMENT

- 19.1 This Agreement and everything herein contained shall extend to, and in sure to the benefit of heirs, executors, administrators, successors and assigns (as the case may be) of the Board and of the Association

Wednesday, July 9, 2025


IN WITNESS WHEREOF, the parties through their authorized officers hereto have set their hands and seal on the day and year first noted above.

**ACADEMIC STAFF
ASSOCIATION**



Richard McGrail, President
Academic Staff Association

BOARD OF GOVERNORS



Shawna Miller, Chairperson
Board of Governors



Mark Rochon, Chairperson
Academic Staff Association
Negotiating Committee



Dr. Jodi Peebles, Chairperson
Board of Governors
Negotiating Committee

APPENDIX I

ACADEMIC STAFF

PROFESSIONAL LEAVE

WITH

FINANCIAL ASSISTANCE

PROCEDURES

**PREAMBLE TO THE PROCEDURES
ON PROFESSIONAL LEAVE WITH FINANCIAL
ASSISTANCE**

The Polytechnic recognizes that providing an opportunity for Faculty Members to maintain and extend their area of expertise is necessary for the long-term academic excellence of the institution. Professional Leave is an essential endeavour, benefiting both Faculty and the Polytechnic. Faculty Members are encouraged to apply for Professional Leave at regular intervals, normally every seven years.

The Polytechnic also recognizes that its Professional Leave policy must be flexible to encompass a wide range of valid activities which reflect the diversity of programs.

The granting of Professional Leave by the Polytechnic shall be in accordance with the policy and procedures established.

PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

1.0 Application for Leave

1.1 Deadline Date

All applications shall be made in writing to the Vice-President who is the Chairperson of the Committee, with copies to the Divisional Dean by October 31st of the preceding academic year.

1.2 The following activities are examples of the type of acceptable activities considered as valid grounds for professional leave:

- enrolling in a full-time program of academic study at an appropriate institution. Relevancy to present or future assignments must be shown.
- engaging in research activities at an appropriate institution or agency. If the institution or agency provides compensation, then the compensation plus the financial assistance from the Polytechnic will not exceed 100% of the Member's salary while not on leave;
- undertaking a program of study, travel or independent work directly related to the Member's Polytechnic appointment where such program will generate verifiable evidence of accomplishment;
- updating industrial training. If the industry or agency provides compensation, then the compensation plus the financial assistance from the Polytechnic will not exceed 100% of the Member's salary while not on leave;

1.3 Contents of Written Application

Leave shall normally be for a period of twelve months, effective August 15.

Application must be made on the designated Application Form for Professional Leave with Financial Assistance by October 31.

The applicant shall request that the Dean, or Associate Dean, and one Member of their department provide a written comment to the Committee concerning the value of the proposed leave to the Department/Polytechnic. The applicant shall receive a copy of all such communications.

1.4 Oral Presentation

At the request of the Professional Leave Committee, all candidates shall appear before the Committee to elaborate on their written applications. A time limit will be assigned for each interview.

2.0 Granting Leave

The Professional Leave Committee will review all applications and grant leave.

If the Dean does not recommend the leave because of operational needs of the Department, and the Professional Leave Committee deems it an appropriate leave, the candidate is automatically approved for the following year. Any deferrals will not be counted against the following year allocation. If these deferrals are forfeited the allocations are available the following year in addition to regular allocation.

2.1 Professional Leave Committee: Terms of Reference

2.1.1 Composition

- 2.1.1.1 The Vice-President shall be the Chairperson of the Committee.
- 2.1.1.2 One full-time Academic Staff Member from each instructional Department, who has been elected at a Department meeting.

2.1.2 Voting

- 2.1.2.1 All elected Members of the Committee shall be voting Members.
- 2.1.2.2 The Chairperson shall have a vote only in the event of a tie vote.
- 2.1.2.3 Approval in Principle voting will occur by secret ballot.

2.1.3 Quorum

- 2.1.3.1 Quorum shall be 2/3 of the elected Members.

2.1.4 Length of Term

- 2.1.4.1 Each elected Member shall serve a two-year appointment effective September 15th.

2.1.5 Procedures

- 2.1.5.1 The Vice-President will notify all eligible Faculty Members of the opportunity to apply for Professional Leave and refer to the relevant Articles in the Collective Agreement.
- 2.1.5.2 During the last week of October, the Committee shall meet for

a process orientation to review and clarify collective agreement obligations and processes.

2.1.5.3 During the second week of November, Members of the Committee shall be sent copies of all applications received by the Vice-President's Office.

2.1.5.4 During the third week of November the Committee will meet to review applications and interview candidates.

2.1.5.5 Immediately after each candidate is interviewed, the Committee shall discuss the application and approve/disapprove the application in principle (by secret ballot) based on the quality of the proposed project and its relevance to the Member's professional appointment.

2.1.5.6 After all applications have been considered, each voting Member of the Committee shall assess each candidate approved in principle according to the Assessment Criteria Form. Once the Final Assessment Form is completed and submitted to the Chairperson, no further discussion will occur.

2.1.5.7 The Secretary and the Chairperson shall total the points and inform the Committee of the total count and rank for each candidate. Successful candidates will be those receiving the highest number of points.

2.1.5.8 The Committee shall then confirm by motion the leaves to be granted according to the ranking in Clause 2.1.5.7.

2.1.5.9 The Vice-President shall inform all candidates in writing whether or not their leave will be granted. Due to the confidential nature of the discussions, the deliberations of the Committee will not be shared with the candidates. Decisions of the Committee are final.

2.1.6 Minutes

Only motions and their resolutions shall be contained in the minutes.

2.1.7 Confidentiality

All discussions held in the absence of candidates shall be confidential. Any Committee Member who violates this provision shall forfeit membership on the Committee.

3.0 Letter of Offer

Candidates whose leaves are granted shall receive a letter offering such leave within two weeks of approval.

The letter of offer shall contain:

- the dates the leave is to begin and terminate.
- the nature of the leave
- the calculation to be used to determine salary while on leave
- the expectation that the candidate will seek approval from the Vice-President for any changes in the Professional Leave offer agreed to by the candidate, (i.e. altered plans for leave such as cancellation, acceptance into an institution not outlined in application, period of leave shortened)
- the expectation that the candidate will provide the Professional Leave Committee with a written interim report and a final report on completion of the leave
- outline of conditions, if any

4.0 Response

Candidates shall be required to respond in writing accepting the terms of the leave prior to January 31 unless granted extension from the Vice-President.

- 4.1 In the event the candidate does not accept or is unable to meet the terms of the leave by January 31, the unused months shall be added to the months not allocated or not used.

5.0 Changes in Contract

In the event of a change in the Professional Leave offer agreed to by the candidate, (i.e. altered plans for leave such as cancellation, acceptance into an institution not outlined in application, period of leave shortened) approval must be sought from the Vice-President, who will notify the Committee if deemed necessary.

6.0 Interim Report

Members on leave shall be expected to provide a written report to the Committee c/o the Vice-President's Office during the fourth month of a twelve-month leave. Other dates shall be designated for leave of shorter duration.

7.0 Final Report

Members returning from leave shall be expected to provide a final report, written and oral, to the Committee at a public meeting to be held in late August of the year of their return from Professional Leave.

APPENDIX II

RETIREMENT INCENTIVE

PROCEDURES

1.0 Preamble

The Retirement Incentive is designed to create the opportunity for Faculty renewal and meet Polytechnic operational requirements. This Retirement Incentive is a privilege and not a right. The purpose of this statement is to set out the process and circumstance under which the Academic Staff Members who wish to do so may apply to access the Retirement Incentive.

2.0 Eligibility

2.1 An applicant for the plan must:

- 2.1.1 be a tenured Academic Staff Member,
- 2.1.2 be at least fifty five (55) years of age at the time of retirement,
- 2.1.3 be at maximum salary in his/her category of qualification, and
- 2.1.4 have fifteen (15) or more years of service as an Academic Staff Member with the Polytechnic.

3.0 Notification

3.1 The Retirement Incentive window will be open between February 1 and February 15 each year. The President will specify by February 1 the minimum number of retirements that may be approved that year. At least two retirement incentive application will be approved each year.

4.0 Application

- 4.1 Members shall consult with the Human Resources Department on details of eligibility and benefits provided.
- 4.2 Application for Retirement Incentive shall be submitted to the Human Resources Department prior to February 15. Applications should include the Member's record of service to the Polytechnic and service to the ASA.

5.0 Date of Retirement

- 5.1 The date of retirement shall normally be August 14, or approximately the end of the academic year. The exact date is to be coordinated with the commencement of Local Authorities Pension Plan benefits.
- 5.2 For the application of this Appendix, the age of the Member on August 14 of the year in which retirement is to be effective shall be used.

6.0 Retiring Allowance

- 6.1 Effective August 15, 2013, every applicant who applies and meets the eligibility criteria shall receive, upon retirement, a one-time lump sum payment of \$9000.
- 6.2 Members who are approved for and accept the retirement incentive shall also receive a one-time retiring allowance equal to 55% of the Member's annual salary for the year in which application for the Retirement Incentive is made.

7.0 Benefits

- 7.1 Participants may elect to maintain certain health-related benefits under the Polytechnic Group Plan, subject to approval of the current insurer, from the date of retirement to age sixty-five (65) provided that:
 - 7.1.1 written notification of the intent to continue benefit coverage is provided to the Human Resources Department six (6) weeks prior to the date of retirement,
 - 7.1.2 the Member prepays the total premium cost annually,
 - 7.1.3 the Member remains a resident of Canada,
 - 7.1.4 the Member does not become eligible for comparable benefits with another employer; and
 - 7.1.5 the Member does not commence full-time employment with another employer.
- 7.2 Participants may elect to continue prepaid benefit coverage of all or none of the following benefits, provided that the Member is covered by the benefit more than six (6) months prior to the date of retirement:
 - 7.2.1 Extended Health Care (no maternity benefits or nursing home coverage)
 - 7.2.2 Dental Plan: Basic (80%) - unlimited maximum;
Major Restorative (50%) - maximum of \$2000.00 per calendar year,
 - 7.2.3 Life Insurance to a maximum of \$50,000.00,
 - 7.2.4 Accidental Death and Dismemberment Insurance to a maximum of \$50,000.00, and/or
 - 7.2.5 Optional Life Insurance.
- 7.3 Members retiring on or after August 15, 2012 shall be eligible for free access to the Polytechnic Libraries and Fitness Centres.

- 8.0 Approval
 - 8.1 Applications which meet the criteria for Retirement Incentive shall be reviewed and approved by a Retirement Incentive Committee prior to March 15.
- 9.0 Appeals
 - 9.1 Any Member may appeal a decision of the Retirement Incentive Committee as per Article 16. The Member must initiate the process under 16.3 within ten (10) days of the President's endorsement/or not of the Committee recommendations.
- 10.0 Retirement Incentive Committee
 - 10.1 Membership of the Retirement Incentive Committee shall be as follows:
 - 10.1.1 the Vice President Academic as Chairperson,
 - 10.1.2 Three (3) tenured Academic Staff Members (not more than one from each division) elected by the Association.
 - 10.2 The following weightings will be used in selecting applicants:
 - 10.2.1 seniority 50%
 - 10.2.2 contribution to the Polytechnic 25%
 - 10.2.3 contribution to the Association 25%
 - 10.3 The Retirement Incentive Committee shall forward its recommendation to the President by March 22.
- 11.0 Post-Retirement Re-Employment
 - 11.1 A Member who is granted a Retirement Incentive may be hired by the Polytechnic on a part-time basis not to exceed one-half (0.5) of a full-time workload and would be hired at an experience increment level seven (7) on the salary grid.

APPENDIX III

TERMS OF REFERENCE

INDIVIDUALIZED PROFESSIONAL

ENHANCEMENT FUND

It is recognized that Individualized Professional Enhancement (IPE) is essential to the maintenance of academic standards at Northwestern Polytechnic. The IPE Fund (the Fund) is intended to assist Members in attending conferences, seminars, workshops of significance to their discipline or field of Polytechnic service, to participate in Polytechnic-wide in-service activities, and to engage in research and publication and for the purchase of equipment relevant to IPE.

1.0 The Individualized Professional Enhancement Fund

- 1.1 The Polytechnic will contribute \$1800 for each full-time tenured, full-time continuing, full-time annual, and full-time sessional Members. For part-time tenured Members, contributions will be made on a pro-rated basis. Calculation of the Polytechnic contribution will be based on the Faculty complement as of October 1 of each year.

2.0 Eligibility

- 2.1 First year Members are not eligible for assistance from the fund.
- 2.2 Part-time sessional Members are not eligible for the fund.
- 2.3 Academic staff with full-time, annual, continuing or tenured appointments in their second year and beyond are eligible for the fund as defined in clause 3.1.2
- 2.3.1 Part-time tenured Members are eligible to receive pro-rated assistance from the Fund.

3.0 Terms and Conditions of IPE Funds

- 3.1 In calculating the amount of funding an eligible Member receives, 3.1.1 and 3.1.2 shall apply.
- 3.1.1 NWP will deposit the value calculated in Appendix 3.1.2 directly into each eligible Member's account via the payroll process.

3.1.2 The total value of the IPE to be deposited (A) will be based on the following calculation: **$A=(B+C)/D$**

Whereby:

A = The total dollar value of the IPE to be deposited to each eligible Member

B = The total dollar value determined in Appendix III Article 1.1 (\$1800 x number of Members)

C = The dollar value of Professional Leave with Financial Assistance months not allocated or not used as per Article 12.2.1

D = The number of eligible Members as determined in Appendix III Article 2.0

3.1.3 Funds remaining as of September 30, 2025 from the existing system will be distributed to the individual Member as a taxable PD payout November 30, 2025.

4.0 The monthly dollar value calculated from Article 10.8.1.2.2 (Alberta Health Care) will be distributed to all Members monthly via payroll. This monthly dollar value will be prorated for part-time Members.

5.0 Distribution of funds

5.1 The funds deposited as referred to in Appendix III 3.1 will be deposited on or prior to November 30 each year.

5.2 Upon request, NWP will provide a completed and signed T2200 form. The request noted above will be made to Human Resources between September 15 and September 30 each year. The request will contain the intended use of the Form. The sole responsibility and liability for the use of the form will be the Members.

6.0 T2200 Eligible Expenses

6.1 The list of eligible expenses are determined by the Canada Revenue Agency (CRA).

APPENDIX IV

FOUR FOR FIVE LEAVE PLAN

PROCEDURES

The Polytechnic recognizes that from time to time Members may wish to take a year of leave for personal/professional development. This FOUR for FIVE LEAVE PLAN (FFL-PLAN) enables Members to save 14% of their salary for each of four years. The Polytechnic will pay contributions to the benefit programs during the leave's fifth (5) year. The Board of Governors will make a one-time contribution of 24% of the Member's annual salary, pro-rated over the twelve month leave period.

1.0 Application for the FOUR for FIVE LEAVE PLAN (FFL-Plan)

- 1.1 A full-time tenured Academic Staff Member wishing to participate in the FFL-Plan shall make application to the Vice-President before March 31 of the year they wish to begin the FFL-Plan. The Vice-President shall forward all applications to the President with recommendations.
- 1.2 The Polytechnic shall notify all applicants as to their status before June 1. Upon approval, the Member shall indicate acceptance within ten (10) days or forfeit the approval.
- 1.3 Contributions to the FFL-Plan will begin on August 15 of the year of approval and will continue for 48 months.
- 1.4 Actual commencement of a Four for Five Leave will be upon mutual agreement between the Member and the Polytechnic, but may not be extended for more than 12 months from the original approved date.
- 1.5 The Polytechnic may limit participation in the plan to 5 new entrants every year to a maximum of 20 participants at any one time. By March 15 of each year the President will advise the ASA Executive and Members whether there is a window of opportunity to submit applications for this benefit. When required, selection will be determined by the drawing of lots.

2.0 Conditions Governing Participation in the FFL-Plan

- 2.1 During each of the five years of the FFL-Plan, a participating Member shall maintain coverage of all benefits and insurance plans. Entitlements for salary and related benefits shall be based upon one hundred percent (100%) of the salary the Member would have received if the Member were not a participant in the FFL-Plan. The Polytechnic and Member shall continue to pay their normal share of premium/contribution costs.
- 2.2 The Local Authorities Pension Board has deemed that gross salary before deferral is to be considered a Member's annual salary for contribution and pension purposes. Polytechnic and Member pension contributions shall be based on one hundred percent (100%) of normal gross annual salary, as per the salary grid, for all five (5) years of the FFL-Plan.

- 2.3 A participating Member shall retain their position and seniority where applicable, and shall receive all benefits.
- 2.4 A participating Member may have their Four for Five Leave considered a Professional Leave by making application to the Professional Leave Committee prior to commencing the Leave. In this case the Member shall be granted their normal experience increment for this period of leave.
- 2.5 Contributions will be deferred during Long-Term Disability, unless otherwise agreed to by the Member and the Polytechnic.
- 2.6 The period of leave is both pensionable and insurable subject to the regulations of the Local Authorities Pension Plan, the Canada Pension Plan, the Employment Insurance Act, and Revenue Canada.
- 2.7 In terms of Member benefits, Vacation days shall not be deemed to be accumulating while a Member is on Leave.

3.0 Contributions and Salary

- 3.1 During each of the first four years of a FFL-Plan the Member shall contribute 14% of salary to a Polytechnic-operated savings plan.
- 3.2 During the Leave period of a FFL-Plan the Member's salary shall be the Member's contribution, plus interest, plus a one-time Board contribution of 24% of the Member's annual salary, pro-rated over twelve(12) months.
- 3.3 Base annual salaries shall be determined from the salary schedule in effect as of August 15 of each year of the FFL-Plan.
- 3.4 A participating Member may opt out of the FFL-Plan at any time before March 15 of the Leave year, by notifying the Vice-President in writing. The Member shall then receive in the following month, the principal collected plus accrued interest computed at the rate paid on the Polytechnic Operating Account. If regulations permit, a Member opting out of the FFL-Plan may request to have this lump sum or portion thereof paid into a Registered Retirement Savings Plan.
- 3.5 Should a participant die during the period of his contribution to the FFL-Plan; the principle collected plus accrued interest shall be paid to their beneficiary.
- 3.6 A participating Member cannot opt out after March 15 of the year in which Leave is to commence.

- 3.7 A participating Member cannot normally prepay the FFL-Plan in order to obtain a more rapid Leave. However, in special circumstances to allow for orderly planning of Polytechnic business, the Polytechnic may allow a Member to make their total contributions over a shorter period of time.
- 3.8 Contributions will normally be made over a consecutive period of months. However, by mutual agreement between the Member and the Polytechnic, the Member may postpone contributing for a specific period no longer than 12 months.
- 3.9 A participating Member, while on leave of absence with reduced pay or without pay, may choose to terminate participation, to suspend contributions during the leave of absence, or to continue in the FFL-Plan, provided they pay to the Polytechnic on a monthly basis the predetermined percent of their regular non-leave monthly salary during the period. These arrangements must be concluded before the Member begins Leave.

APPENDIX V

FACULTY EVALUATIONS

PROCEDURES

1.0 Preamble

Northwestern Polytechnic promotes excellence in teaching. The attainment and maintenance of teaching excellence includes the evaluation of the performance of all Members. Excellence in teaching depends, in part, on successful Faculty evaluation and Faculty development activities. All Faculty Members will participate in an annual evaluation process. Evaluation refers to the formal process of performance review undertaken by the Polytechnic for the purposes of:

- determining whether the Faculty Member is maintaining the required performance standards set out by the Polytechnic.
- fostering academic and professional excellence.
- determining eligibility for tenure.
- identifying opportunities or requirements for improvement, and the parameters within which employment will continue.
- determining the Member's contribution to Polytechnic activities.
- ensuring adherence to Polytechnic policy.
- assessing the Member's contribution to curriculum review and development.
- encouraging and directing the Member's participation in professional activities.

2.0 Faculty Evaluations Criteria

When Faculty are engaged in delivering contract industrial training and where the contracting industry requires the use of their own student feedback instrument, that instrument will be used in lieu of the Northwestern Polytechnic student feedback form.

Faculty evaluations will include components of both instructional and professional responsibilities.

For a Member:

- Instructional responsibilities will be weighted at 60% or 80%.
- Professional responsibilities will be weighted at 20%.
- Scholarly Activity responsibilities will be weighted at 20% if teaching in Year 3 or Year 4 of a Northwestern Polytechnic Degree Program.

Librarians and the Teacher Education North (T.E.N) Coordinator will be evaluated with the existing instrument. Changes to the applicable instrument and procedures will only be made in agreement with the Association.

2.1 Instructional Responsibilities

2.1.1 Teaching Effectiveness

- Demonstrate proficiency in the subject area in which instruction is delivered.

- Deliver instruction using teaching strategies that promote learning and stimulate interest in the discipline.
- Use adult education techniques and integrate appropriate educational technology to enhance the learner experience.
- Prepare, administer, evaluate and grade tests and assignments, providing the students with prompt feedback and interpretation of the same.
- Ensure scheduled commitments are met.
- Maintain a presence in the place of work that is conducive to student consultation.
- Evaluate student progress and achievement through use of valid and effective measurement and feedback methods, and provide a final assessment of each student's competence in the course.

2.1.2 Curriculum Review and Development

- Plan and prepare for instruction by reviewing curricula and identifying materials and methodologies that will meet the needs of students.
- Prepare and provide course outlines that will inform students of course content, evaluation methods, progress timelines and any special attendance requirements.
- Facilitate student achievement of learning objectives by creating a positive learning environment and employing appropriate resources, techniques, strategies and methods.
- Participate in course development, program development and the modification of courses and programs.
- Participate in collaborative program development, planning and administration.

2.1.3 Polytechnic Records

- Ensure records are kept and provided as required by Polytechnic procedures and policies.
- Maintain confidentiality and security of student information and other records.

2.2 Professional Responsibilities

Additional professional responsibilities may include the following elements:

2.2.1 Contribution to Polytechnic Activities

- Contribute to student recruitment and retention.
- Project a positive image and maintain good public relations.
- Participate in curriculum projects/Committees, as appropriate.
- Participate in Department meetings, projects and work towards Polytechnic and

- Department goals.
- Adhere to Polytechnic policies and procedures.
- Participate in the Polytechnic Open House and other such Northwestern Polytechnic events as may be necessary to provide students, prospective students and the general public with knowledge of Northwestern Polytechnic.
- Participate on industry and professional program advisory Committees.

2.2.2 Professional Activities

- Participate in ongoing, Polytechnic approved professional development.
- Maintain awareness of current adult learning theory.
- Maintain memberships in relevant professional organizations.
- Network with colleagues.
- Assist in the delivery of professional development activities to the Polytechnic, the community and Industry.
- Establish and maintain working relationships with agencies/institutions.
- Help students identify community resources.
- Use knowledge of community resources to expand teaching and learning.
- Promote active citizenship.

2.2.3 Other (Optional)

May include but is not limited to the following:

- Advocate and promote adult education in the community.
- Participate and contribute to the community, thereby acting as an ambassador of the Polytechnic.
- Conduct research activities.

2.3 Scholarly Activity Responsibilities

- In accordance with Campus Alberta Quality Council Handbook and applicable NWP Scholarly Activity Policy

3.0 Faculty Evaluations Procedures

3.1 Timelines

3.1.1 Non-Tenured Faculty:

Student feedback will be collected for every section of every course taught in the academic year by all non-tenured Faculty Members. The Departmental Faculty Evaluation Committee will meet twice annually for all non tenured Faculty. The first meeting, to be held before December 15, will review student feedback summaries (covering all student feedback collected since the last review). During the second meeting, to be held before May 10, the Departmental Faculty Evaluation Committee will review student feedback summaries for the entire year and for full-time members, the committee will

prepare a Faculty Evaluation Assessment which will include information from:

- Student Feedback summaries
- Self Report (for a full-time Member)
- Any information related to adherence to Polytechnic policies

3.1.1.1 For Members who have applied for tenure, the Departmental Faculty Evaluation Committee will meet before May 1st.

3.1.2 Tenured Faculty:

Student feedback will be collected for at least one course in each academic year. The first tenure review of a tenured Member will occur three years after the Member has attained tenure status. Thereafter, tenure review will occur every five years. The Member is responsible for ensuring that over the three or five year evaluation period, student feedback will be collected for every course taught. The Dean's office will gather all relevant data for the Member's tenure review.

The Departmental Faculty Evaluation Committee will meet to discuss evaluations of tenured Faculty before May 10 of their tenure review year.

The Committee will review student feedback summaries for the entire tenure review period and prepare a Faculty Evaluation Assessment report which will include information from:

- Student Feedback summaries
- Self Reports
- Any information related to adherence to Polytechnic policies

3.1.2.1 Extraordinary Evaluation

Should circumstances warrant, the Dean may require an extraordinary evaluation of a tenured Member.

If the Dean deems it necessary after discussion with the Committee, the Faculty Member will be subject to a tenure review during the current academic year.

3.1.2.2 Faculty on Leave

When a Member is on leave during the year that their evaluation is due, the evaluation will occur in the year they return.

3.2 The Departmental Faculty Evaluation Committee shall complete the assessment portion of the Faculty Evaluation Assessment and the Dean shall complete the Dean's portion of the Faculty Evaluation Assessment of the Member concerned. The Committee will meet with the Member prior to May 10 for discussion and feedback. The Faculty Member will sign the Faculty Evaluation Assessment to indicate that he/she has met with the Departmental Faculty Evaluation Committee and reviewed the Faculty Evaluation Assessment.

3.3 For tenured Faculty, if the assessment is Unsatisfactory or Needs Improvement, an Improvement Plan will normally be developed by the Departmental Faculty Evaluation Committee. This improvement plan will be developed within 15 days of the Member signing the Faculty Evaluation Assessment.

3.3.1 The Improvement Plan will be documented, with a copy to the Member, the Departmental Chair and the Dean. A copy will be sent to Human Resources for the Member's file.

3.3.2 The Improvement Plan will include.

- Timelines
- Specified target performance measures
- Support strategies

3.3.3 The Member will be expected to improve in the areas outlined in the Improvement Plan and will participate in an evaluation in the following year. If the subsequent Faculty evaluation results in an overall unsatisfactory assessment, this constitutes grounds for termination due to poor performance. (See: 11.6.4.)

Two consecutive evaluations resulting in Overall "Needs Improvement" may constitute grounds for termination.

4.0 Student Feedback

4.1 Procedures:

All instruments will be administered electronically, except in exceptional circumstances where the use of electronic means is not possible or would prevent an individual student from having the opportunity to provide feedback. The use of non-electronic evaluation instruments will be at the discretion of the Dean in consultation with the member.

4.1.1 Tenured Faculty Members will, prior to the first day of classes in their assignment, notify the Chair's office of their selection of courses to be evaluated. If the Member fails to do so the Chair of the Department will select the course(s) to be evaluated. At a later date, a Member may select additional courses for student feedback evaluation, provided that the first class in the course has not occurred.

4.1.2 Student feedback will be obtained after 50% completion but before 80% completion of the course being evaluated.

4.1.3 The student feedback form will be administered by a Faculty Member, a lab assistant or the Departmental Administrative Assistant as designated by the Member whose course is being evaluated. Electronic evaluation will be open to students for no more than a single designated class block on a day chosen by the Member.

4.1.3.1 When Faculty are engaged in delivering contract industrial training

and where the contracting industry requires the use of their own student feedback instrument, that instrument will be used in lieu of the NWP student feedback form.

4.1.4 The Dean's office will provide the collated summary documents to the Department Chair and the Human Resources office by December 10 and April 10.

4.1.5 Faculty will receive copies of the summary documents from the office of the Dean only after they have turned in their grades.

5.0 Annual Self Report

All tenured and tenure-track Members will provide a report of their activities in accordance with 2.1, 2.2, and 2.3 over the academic year and will include strengths and areas of improvement. The report will be provided to the Dean by April 25. The Dean will send this self report to the Member's Human Resources file.

6.0 Annual Chairperson Evaluation Procedures

6.1 Preamble

Clause 5.5.5 of the Academic Staff Association Collective Agreement requires that an annual Chairperson evaluation be administered. In the case of a Chairperson in their third year of the appointment, the evaluation shall take place by March 1. In all other situations, the evaluation will occur by May 31 of each year.

6.2 General Procedures for Chair Evaluations

6.2.1 The Dean's Office will circulate evaluation materials for the Chair by April 30.

6.2.1.1 The evaluation materials will be circulated by January 31 for the evaluation of Chairpersons in their third year of the appointment.

6.2.1.2 The questionnaire will be sent to and completed by:

- All Department Members
- The Departmental Administrative Assistant
- The Dean
- The Executive Director, Human Resources
- The Director, Students Experience
- Other individuals as determined by the Chair and the Dean

6.2.1.3 The Chairperson will complete the self evaluation and provide it to the Dean's Office.

6.2.2 Review Committee Composition

6.2.2.1 The Dean as Chairperson

6.2.2.2 One Chairperson from another Department, selected by the Dean.

6.2.2.3 Two tenured Members of the Department selected at a Department meeting.

6.2.2.4 At the meeting, the Committee will:

- Verify the accuracy of the tabulated results
- Determine the feedback to be provided to the Chairperson
- Invite the Chairperson to join the meeting
- Provide the Chairperson with feedback as determined

6.2.2.5 The Dean will provide a written evaluation of the Chairperson's performance, taking into account the Committee's recommendations.

APPENDIX VI

FORMS

PROFESSIONAL LEAVE WITH FINANCIAL ASSISTANCE

APPLICATION FORM

(If additional space is required, please attach)

1. Summary of Proposed Professional Leave Activities (See 1.2 of Appendix I)

2. Start Date: _____

Length of Leave: _____

3. Relevancy of Professional Leave Activities to Professional Appointment

4. Benefits of Professional Leave to Institution.

5. Letters of Recommendation

- Department
- Divisional Dean

6. Other Supporting Documentation

- Department/Teaching Contributions
- Polytechnic Participation Contribution
- Professional Development Activities
- Community Service Contributions
- Professional Affiliations
- Other - University Transcripts

PROFESSIONAL LEAVE CANDIDATES ASSESSMENT CRITERIA

Candidate: _____

| | Initial Assessment | Final Assessment |
|--|-------------------------------|-----------------------------|
| LENGTH OF SERVICE TO POLYTECHNIC <ul style="list-style-type: none"> Points assigned using the criteria accepted by the Professional Leave with Financial Assistance Committee | /10 | /10 |
| PAST CONTRIBUTIONS TO POLYTECHNIC <ul style="list-style-type: none"> Teaching Excellence Service to Student Success Program/Course Development Professional Development Departmental Committees Polytechnic Committees Administrative Services Research/Publications Exhibitions/Performances Community Services Other Important Factors | /40 | /40 |
| FUTURE VALUE OF LEAVE TO THE POLYTECHNIC <ul style="list-style-type: none"> Discipline Related Enhance Students Needs Shared with Colleagues Probability of Completion New Knowledge/Upgrading Development of Programs and Courses Increase Student Success Development of Department Expertise Development of Self for Career Growth | /50 | /50 |

Total Points: _____

FACULTY SELF REPORT FORM

Name: _____ Department: _____

Evaluation period: _____ Date completed: _____

To be completed and returned to the Departmental Chair's office by April 25.

INSTRUCTIONAL RESPONSIBILITIES

Teaching Effectiveness

Curriculum Review and Development

Polytechnic Records

PROFESSIONAL RESPONSIBILITIES

Contribution to Polytechnic Activities

Professional Activities

SCHOLARLY ACTIVITY

STRENGTHS/AREAS OF IMPROVEMENT

Member's Signature: _____ Date: _____

FACULTY EVALUATION ASSESSMENT

To be completed by the Departmental Faculty Evaluation Committee and the Dean, then discussed and finalized with the Faculty Member.

Faculty Member: _____ *Department:* _____

Type of Appointment: ☐ Part time ☐ Sessional ☐ Full time
☐ Annual ☐ Continuing ☐ Tenured

Period Being Evaluated: _____ to _____

Results of Data Collected

INSTRUCTIONAL RESPONSIBILITIES

Teaching Effectiveness

Curriculum Review and Development

Polytechnic Records

PROFESSIONAL RESPONSIBILITIES

Contribution to Polytechnic Activities

Professional Activities

SCHOLARLY ACTIVITY

Performance Conclusions:

- | | |
|---|---|
| 1. Teaching Effectiveness | Unsatisfactory () Needs Improvement () Satisfactory () |
| 2. Curriculum Review and Development | Unsatisfactory () Needs Improvement () Satisfactory () |
| 3. Polytechnic Records | Unsatisfactory () Needs Improvement () Satisfactory () |
| 4. Contribution to Polytechnic Activities | Unsatisfactory () Needs Improvement () Satisfactory () |
| 5. Professional Activities | Unsatisfactory () Needs Improvement () Satisfactory () |

NOTES:

1. If the Member scores “Unsatisfactory” or “Needs Improvement” in “Teaching Effectiveness” the “Overall Evaluation Conclusion” will be either “Needs Improvement” or “Unsatisfactory”.
2. If the Member receives two or more “Unsatisfactory” in the “Performance Conclusions” the “Overall Evaluation” will be either “Needs Improvement” or “Unsatisfactory”.

OVERALL EVALUATION CONCLUSION:

| | |
|-------------------|-----|
| Satisfactory | () |
| Needs Improvement | () |
| Unsatisfactory | () |

If necessary: “Improvement Plan” to address areas requiring improvement

Dean’s Comments:

Dean’s Assessment:

| | |
|-------------------|-----|
| Satisfactory | () |
| Needs Improvement | () |
| Unsatisfactory | () |

Dean

Date

Departmental Faculty Evaluation Committee Members

Committee Member

Committee Member

Committee Member

I acknowledge that I have read the above assessments and comments.

Faculty Member

Date

INSTRUCTIONS FOR CLASSROOM ADMINISTRATION OF STUDENT FEEDBACK

Students are asked to complete the student feedback form for each instructor at the Polytechnic. Please answer the questions as thoughtfully, honestly and specifically as you can. If you feel you cannot answer a question, you may leave it blank. The views that students express on this form are **seriously considered in the evaluation of the instructor**. The results will not be given to the instructor until final grades have been submitted.

FACULTY EVALUATION: STUDENT FEEDBACK FORM

The purpose of this instrument is to gather student feedback about your instructor's teaching performance and about the design of this course.

TEACHING: Please answer the following questions about how this course was taught:

| | (1) Strongly Disagree | (2) Disagree | (3) Mildly Disagree | (4) Mildly Agree | (5) Agree | (6) Strongly Agree | | (0) Not Applicable |
|---|-----------------------------|-----------------|---------------------------|------------------------|--------------|--------------------------|--|--------------------------|
| 1. The instructor effectively inspired students to learn. | | | | | | | | |
| 2. The instructor used appropriate learning strategies for the course material. | | | | | | | | |
| 3. The instructor's explanations and examples were clear. | | | | | | | | |
| 4. The instructor used class time effectively. | | | | | | | | |
| 5. The instructor followed the course outline. | | | | | | | | |
| 6. The instructor created and maintained a respectful learning environment. | | | | | | | | |
| 7. The instructor was available to help during posted office hours. | | | | | | | | |
| 8. The instructor graded tests, assignments, projects, etc. fairly. | | | | | | | | |
| 9. The instructor returned graded assignments and tests within a reasonable time frame. | | | | | | | | |
| | | | | | | | | |
| 10. Overall, the instructor was effective. | | | | | | | | |

Please answer the following questions

TEACHING

11. The instructor's teaching strengths were

12. The instructor could improve his or her teaching by

COURSE DESIGN

13. The best things about this course were

14. The course could be improved by

Course Evaluation: *The following questions refer to the course, not the instructor*

| | Much Higher | Higher | Slightly Higher | Slightly Lower | Lower | Much Lower | | Don't Know |
|--|----------------|--------|--------------------|-------------------|-------|---------------|--|------------|
| 15. Relative to the other courses I have taken, the difficulty of this course is | | | | | | | | |
| 16. Relative to other courses I have taken , the required workload for the course is | | | | | | | | |

NORTHWESTERN POLYTECHNIC

Chairperson Evaluation

QUESTIONNAIRE

| | | |
|--------------|---------------------------|----------|
| Rating Scale | Very ineffectively | 1 |
| | Ineffectively | 2 |
| | Adequately | 3 |
| | Effectively | 4 |
| | Very effectively | 5 |
| | Not applicable/Don't know | No Score |

Use the above rating scale to complete the following statements:

Provides leadership in the form of planning, organizing and coordinating in collaboration with Faculty by:

1. developing common goals, shared vision and direction
2. making recommendations regarding new program development
3. developing and maintaining curriculum with the Department
4. developing timetable, workload and budget

Provides leadership and support through:

5. Department orientation and mentoring for new Faculty
6. communication with Department Faculty and staff
7. assisting Faculty to link their work with Department and Polytechnic directions
8. encouraging and supporting ongoing professional development of faculty and staff
9. the collection of data for Faculty evaluation.

Provides leadership in the promotion of a climate of continuous learning, student development and student success in cooperation with service Departments including:

10. supporting recruitment strategies
11. developing and implementing retention strategies
12. handling concerns related to curriculum issues
13. providing consultation regarding student and Faculty concerns
14. identifying and planning for changing student needs
15. providing or facilitating academic advising

Provides leadership in the advocacy and liaison of Polytechnic programs with bodies internal and external to the Polytechnic by:

16. facilitating communication between the Department and Polytechnic administration
17. consulting with other Polytechnic academic Departments and service areas
18. coordinating Department communication
19. acting as the contact person for consultation with relevant regulatory and professional associations and collaborative bodies.
20. acting as liaison with the Program Advisory Committee
21. acting as liaison with practicum/field placement agencies

Contributes towards development and implementation of plans within the Department and Polytechnic by:

22. ensuring that Department feedback, issues and concerns are communicated to the Dean
23. ensuring that Polytechnic and Department directions are shared with Department staff
24. participating in Polytechnic wide Committees or initiatives

Assists the Dean by:

NOTE: Questions 25-28 to be completed by the Dean only.

25. providing assistance in Divisional initiative as requested.
26. providing Departmental information to the Dean
27. providing support to the Dean.
28. assisting in program evaluation

CHAIRPERSON EVALUATION ASSESSMENT

To be completed by the Dean and the Chair Review Committee, then discussed and finalized with the Chairperson.

Chairperson: _____ *Department:* _____

Term of Appointment: _____

Period Being Evaluated: _____ to _____

RESULTS OF DATA COLLECTED

Program Maintenance and Development (questions 1 to 4)

Faculty Support and Development (questions 5 to 9)

Student Success (questions 10 to 15)

Internal and External Liaison (questions 16 to 21)

Departmental and Polytechnic Planning (questions 22 to 24)

Assists the Dean (questions 25-28)

Objectives for the following evaluation period *(to be completed by the Dean in consultation with the Chairperson)*

Dean’s assessment comments

Dean’s overall assessment:

| | |
|--|--------|
| Satisfactory to Excellent Performance | () |
| Marginal Performance/Needs Improvement | () |
| Unsatisfactory Performance | () |

Signed

| | |
|-------|-------|
| _____ | _____ |
| Dean | Date |

| | |
|------------------|-------|
| _____ | _____ |
| Committee Member | Date |

| | |
|------------------|-------|
| _____ | _____ |
| Committee Member | Date |

| | |
|------------------|-------|
| _____ | _____ |
| Committee Member | Date |

I acknowledge that I have read the above assessments and comments.

| | |
|-------------|-------|
| _____ | _____ |
| Chairperson | Date |

NORTHWESTERN POLYTECHNIC

Chairperson Self Evaluation

Areas of Strength:

Leadership growth/challenge areas:

Outside factors which significantly affected my work as a Department Chair this year:

Challenges faced by my Department:

Professional Development Plan (leadership):

Chairperson Signature

Date

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| <u>ITEM</u> | <u>ARTICLE / CLAUSE</u> |
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