

# MEDICINE HAT COLLEGE

# **COLLECTIVE AGREEMENT**

**Between** 

**FACULTY ASSOCIATION** 

and

**BOARD OF GOVERNORS** 

July 1, 2020 - June 30, 2024

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# ARTICLE 1 Definitions

- 1.1 "College Board" or "Board" means the Board of Governors of Medicine Hat College established pursuant to the provisions of the Post-Secondary Learning Act of the Province of Alberta.
  - 1.1.1 "College" means the Board of Governors of Medicine Hat College or any person designated to act on their behalf as the context of this collective agreement may require.
- 1.2 "Faculty Association" means the Faculty Association of Medicine Hat College, which is the organization recognized by the College established pursuant to the provisions of the Post-Secondary Learning Act of the Province of Alberta. It is the official body representing the regular, temporary, continuing, and term-certain academic staff members of the Medicine Hat College. For the purposes of this collective agreement, academic staff members may also be referred to as faculty. Where the term "Faculty Association" is used in reference to an individual providing representation, "Faculty Association" means one of the Executive Board members as defined by the Faculty Association Bylaws or a labour relations professional employed by or consulting for the Association.
- 1.3 "Faculty" means an academic staff member employed by the College pursuant to the Post-Secondary Learning Act. For the purposes of this agreement, designated categories of employees are instructors, program coordinators, or any other employee designated as such by mutual agreement of the Faculty Association and the College.

### Appointment Type

- a) Full-time Regular appointments are the appointments of faculty members employed for an indefinite term. Such appointments are to continue from year to year unless terminated according to Article 15 of this collective agreement. Normally, only faculty with a regular appointment are eligible to be appointed as program coordinators, elected and appointed as members of the College Board, or approved to serve on ad hoc committees set up for the purpose of grievance procedures.
- b) Temporary appointments, either full-time or part-time, are the appointments of faculty members employed for a definite term.
- c) Term-Certain appointments, either full-time or part-time, are the appointments of faculty members employed for a specific period of time who are replacing regular faculty on an approved leave or supervisory position. Such appointments do not qualify for regular status.
- d) Part-time Continuing appointments are the appointments of faculty members teaching a minimum of fifty (50) to a maximum of ninety (90) percent of a full-time annual instructional workload (excluding clinical and lab coach hours) and have worked within that threshold (50 90%) for two (2) consecutive academic years and have completed four (4) successful evaluations in consecutive academic years.
  - i. A reduction in workload below fifty (50) percent, for a period of one (1) academic year or less shall not trigger any redundancy or severance rights in accordance with Article 15, 16, or 17 of this Agreement unless the faculty member chooses not to teach the reduced workload, then the faculty member is entitled to their full rights under Articles 15, 16, and 17.

- 1.4 The College President is the official spokesperson for the College, and the Faculty Association President is the official spokesperson for the Faculty Association.
- 1.5 "Vice President Academic" means the chief academic officer appointed by the College.
- 1.6 "Dean" means the administrative officer appointed by the College as the Administrative and Academic Officer of a school or department.

For the term of this agreement, the "Dean" may mean the Academic Dean, Associate Dean, or the Manager or designate to whom the faculty member reports.

- 1.7 "Associate Dean" means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic areas within a school or department as assigned by the Dean.
- 1.8 "Manager" means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic services and/or program area(s).
- "Academic Chair" means a Faculty member who is responsible for day-to-day operations of one or more program areas, aligned with the overall vision, strategy, parameters, and program resource allocations set by the Dean. Academic Chairs are responsible for dealing with student issues within the program area(s) they oversee. Academic Chairs are appointed for a fixed term and are selected by the Dean using a competitive process that includes faculty representation from the relevant program area(s). Normally, the Academic Chair will be filled by a full-time regular, non-probationary faculty member coming from one of the program areas that the Academic Chair position is assigned to. The College will consult with the Faculty Association on the roles and responsibilities of the Academic Chair.
- "Program Coordinator" means a faculty member who is responsible for ensuring quality curriculum within one or more programs, aligned with the overall vision, strategy, and parameters set by the Dean. Program Coordinators are appointed for a fixed term and are selected by the Dean using a competitive process that includes faculty representation from the relevant program area(s). Normally, the Program Coordinator will be filled by a full-time regular, non-probationary faculty member coming from one of the program areas that the Program Coordinator position is assigned to. Normally, Program Coordinators shall be compensated by instructional workload release, a stipend, or some combination of the two. The compensation recommended by the Dean must be approved by the Vice President Academic. The College will consult with the Faculty Association on the roles and responsibilities of the Program Coordinator.

#### 1.11 Councils

The College shall create such Councils as are determined necessary by the College to remain compliant with the requirements of the Post-Secondary Learning Act as amended from time to time.

1.12 For purposes of interpretation, the 'days' referenced in Articles 16 and 17 mean the normal working days of Monday through Friday, except those that fall on paid holidays or are identified in the College's calendar as date(s) on which the College is closed. The day count begins on the day following the incident or notification.

1.13 "Semester" means a period of time in which a major unit of instruction is delivered. The college academic year is divided into semesters; their lengths are recommended through General Academic Council and approved by the President and are normally as follows:

Fall Semester – late August or early September through December Winter Semester – January through April Spring Semester – late April or early May through June Summer Semester – July through August

- 1.14 "Contact Hour" means a period of not less than fifty minutes and not more than sixty minutes spent by a faculty member, in person, online, or flexible delivery mode, in scheduled lecture, laboratory, seminar, or other group or individual instruction.
- 1.15 "Non-instructional time" refers to all non-instructional time during a regular teaching period and that time during non-instructional periods, exclusive of vacation, that encompass the responsibilities of a faculty member as outlined in Article 5.1.4.
- 1.16 "Scholarship" means research or scholarly activities that occur through processes of discovery, integration, application, and teaching which are disseminated through peer-reviewed venues.

# ARTICLE 2 Employee Coverage

- 2.1 This collective agreement applies to regular, temporary, continuing, and term-certain faculty.
- 2.2 This collective agreement does not include those persons designated by the College Board as non-academic staff, including Continuing Studies instructors, faculty hired for contract, or faculty hired for term-specific projects.
- 2.3 All faculty members covered by this collective agreement shall be required to pay dues. The College will deduct dues as directed by the Faculty Association. These dues shall be payable to the Faculty Association within two weeks of being deducted.

# ARTICLE 3 Terms of Collective Agreement

- 3.1 This collective agreement will take effect July 1, 2020, and shall remain in full force and effect until June 30, 2024, and shall continue to remain in full force and effect from year to year until amended as hereinafter provided.
- 3.2 Method of Re-Negotiating the Collective Agreement
  - 3.2.1 Collective bargaining for the renewal of this collective agreement shall be commenced and negotiated in accordance with Part 2, Division 10, of the *Labour Relations Code*, as amended from time to time.
  - 3.2.2 Any specific item may be opened for re-negotiation at any time by mutual agreement of the parties concerned.
  - 3.2.3 Any time limits set out in this article are calendar days, except where otherwise noted, and may be extended by mutual agreement of the parties concerned.
- 3.3 The Faculty Association recognizes that all functions, rights, powers, and authority which the College has not officially abridged, delegated, or modified by this collective agreement are retained by the College.

# ARTICLE 4 General Terms of Employment

# 4.1 Faculty Appointments

All appointments are made by the College President or designate on behalf of the College Board and are subject to the terms of this agreement. All appointments shall be made by a letter from the College President or designate. This letter of appointment shall state the type of appointment, grade and grid position, salary, conditions of employment, and effective dates of appointment. In the case of part-time continuing and part-time temporary faculty, the hours of instruction, workload assignment, and effective end date of the appointment will also be included. A copy of this collective agreement shall be given to every person hired into an instructional position.

## 4.1.1 Full-time Appointments

### a) Temporary

- All full-time temporary faculty shall serve a probationary period of two (2) consecutive years, during which they shall be entitled to the benefits and subject to the terms of this agreement.
- ii. All temporary appointments automatically terminate at the time designated in the letter of appointment.
- iii. Full-time temporary faculty who are to continue for another year will receive a letter of intent no later than the 1st day of May in the year in which the appointment expires.
- iv. A faculty member who has served two (2) consecutive years of active employment as a full-time temporary faculty member and has completed three (3) evaluations in accordance with Article 13 shall normally be considered for appointment as a full-time regular faculty member at a June senior academic leadership meeting. Full-time regular appointments will be effective July 1<sup>st</sup>.
- v. A full-time temporary faculty member who is hired within the Summer semester, has worked a full-time workload, and has completed three (3) evaluations in accordance with Article 13 in the past two (2) consecutive years, shall normally be considered for appointment as a full-time regular faculty member at a June senior academic leadership meeting.
- vi. A full-time temporary faculty member who has completed the probationary period will receive one (1) month's notice or pay in lieu of notice for each year worked as full-time temporary when the temporary appointment is not renewed.

#### b) Regular

i. All full-time regular faculty who have not served a probationary period of two (2) years shall serve a probationary period of two (2) consecutive years, during which they shall be entitled to the benefits and subject to the terms of this Agreement.

#### c) Term-Certain

- i. Full-time term-certain appointments may be made to replace full-time regular faculty on professional leave or leave of absence, for programs whose ongoing enrolment is uncertain, or for programs that have not been permanently funded or given ongoing approval by the Alberta Government Ministry responsible for Post-Secondary institutions. Fulltime term-certain appointments may be made for other reasons only with the approval of the Dean.
- ii. All term-certain appointments automatically terminate at the time designated in the letter of appointment.

## 4.1.2 Part-time Appointments

Part-time appointments will be made only when it is not practical to cover teaching loads with full-time faculty.

# a) Temporary

- i. Part-time temporary appointments may be for any part of a semester or year, and for any portion of a full course load. All temporary appointments automatically terminate at the time designated in the letter of appointment.
- ii. Part-time temporary faculty who have accumulated six (6) semesters of employment and are teaching twenty-five percent (25%) or more of the maximum of the category range in a given semester, shall be entitled to employee benefits on a pro rata basis for that semester.
- iii. Part-time temporary faculty are not eligible for professional leave.
- iv. Part-time temporary faculty are not eligible for paid illness leave.

### b) Continuing

- i. Part-time continuing appointments will be made after the part-time temporary faculty member has taught fifty (50) to ninety (90) percent of a full-time annual instructional workload (excluding clinical and lab coach hours) for two (2) consecutive academic years and has completed four (4) successful evaluations in consecutive academic years.
- ii. Part-time continuing faculty members will be hired for ten (10) months per academic year.
- iii. Part-time continuing faculty shall be entitled to employee benefits (excluding Local Authorities Pension Plan (LAPP)) on a pro rata basis over the term of employment.
- iv. Part-time continuing faculty are not eligible for professional leave.
- v. Part-time continuing faculty are not eligible for paid illness leave.

#### 4.2 Personnel Files

Access to a faculty's personnel file shall be granted within a reasonable time.

# ARTICLE 5 Professional Responsibilities

### 5.1 Full-Time Faculty (Regular, Temporary and Term-Certain)

### 5.1.1 Presence on Campus

Full-time faculty shall, in addition to instructional hours, participate in program-specific and committee work, and other administrative duties related to their professional responsibilities. To fulfil this responsibility, all full-time faculty will maintain a visible presence on campus when not on vacation or fulfilling other duties as approved in their annual professional development plan. Faculty are encouraged to attend special events celebrating the achievements of students and colleagues. Meetings that require any faculty's attendance should normally be held within the academic year.

#### 5.1.2 Absence from the College

Permission to be absent from the College during the faculty member's scheduled teaching year (including scheduled examinations) must be arranged in advance with the Dean.

#### 5.1.3 Office Hours

Full-time faculty members will be accessible to students, scheduling a minimum of five (5) face-to-face hours (in office, lab or clinical locations) per week during regular teaching semesters, set for the convenience of students, and posted in course outlines and outside the faculty member's office as approved by the Dean.

#### 5.1.4 Non-instructional Time

Faculty members shall use non-instructional time, exclusive of vacation, for curriculum improvement, course development, program review, school meetings, and College committee work, as approved by the Dean. Individual developmental activities may be arranged only after obligations to the teaching responsibilities are fulfilled.

#### 5.1.5 Scholarship

For faculty teaching within collaborative degree programs, there is an expectation that they undertake research scholarly activities which lead to peer reviewed outputs. As part of their annual professional development planning, faculty who teach within collaborative degrees are expected to generate a scholarship plan. Faculty participating in scholarship will be allowed to apply for workload reassignment for up to fifty percent (50%) of the lower hours of the workload range.

#### 5.1.6 Entrepreneurial Activity

Medicine Hat College recognizes faculty may become involved in entrepreneurial activities related to their own fields of expertise. However, as the primary employer of full-time faculty, Medicine Hat College requires that individual faculty members not become engaged in activities that directly compete with the College's current program offerings. Faculty members must disclose such external activities to the appropriate Dean and to the Vice President Academic to ensure that conflicts with the College's current program offerings or unauthorized use of College resources does not occur.

# 5.2 Part-time Continuing Faculty

### 5.2.1 Presence on Campus

Part-time continuing faculty may, in addition to instructional hours, participate in program-specific and committee work, and other administrative duties related to their course and program. Faculty are encouraged to attend special events celebrating the achievements of students and colleagues. Meetings that require any faculty's attendance should normally be held within the academic year.

### 5.2.2 Absence from the College

Permission to be absent from the College during periods of instruction (including scheduled examinations) must be arranged in advance with the Dean.

#### 5.2.3 Office Hours

Part-time continuing faculty will be accessible to students, scheduling a minimum of three (3) face-to-face hours (in office or lab locations) per week during regular teaching semesters, set for the convenience of students, and posted in course outlines and outside the faculty member's office as approved by the Dean.

## 5.3 Part-time Temporary Faculty

### 5.3.1 Presence on Campus

Part-time faculty may, in addition to instructional hours, participate in programspecific and committee work, and other administrative duties related to their course and program.

# 5.3.2 Absence from the College

Permission to be absent from the College during periods of instruction (including scheduled examinations) must be arranged in advance with the Dean.

#### 5.3.3 Office Hours

Part-time temporary faculty shall make time available to meet students for course counseling outside of regularly scheduled classes.

# ARTICLE 6 Workload

# 6.1 Workload Flexibility

It is agreed that various programs of instruction differ sufficiently in the nature of the instructional assignment and that it is neither practical nor equitable to expect faculty in different programs to have the same number of classroom contact hours. Within a particular department or program, there shall be considerations such as class size, number of different course preparations, method of instruction, use of teacher aides, expertise required, and percentage of laboratory/practicum/studio, which would justify variation in the number of classroom contact hours assigned to faculty. To accommodate the differences between programs and allow flexibility within a given program, a workload range has been established for different categories of programs offered.

Each program area, using the appropriate category of workload range, shall determine the specific faculty member's workload and initial assignment. In accordance with Article 6.2 d), any increase in workload hours beyond this value approved for the specific faculty member, even within that category's range, will constitute an overload for that year. However, it may be acceptable to determine a two (2) year workload to allow for greater flexibility in scheduling for scholarship, educational and short-term leave accommodations. This form of scheduling will not be retroactive. Normally, it is expected that faculty will work towards the average of the workload range as specified for their program in Article 6.3.

### 6.2 Procedure to Assign Workloads

Each school is responsible for workload allocations. Workloads are established by the specific program areas in consultation with the Dean or Dean's designate as per the following process:

- a) The Dean shall establish a consultative process for determining workloads for specific program areas.
- b) After the school's proposed workloads have been approved by the Dean, the Dean shall meet with the Vice President Academic to review them. Workload for full-time faculty members shall be set by May 31 of the preceding academic year.
- c) Once the school's workloads have been prepared, the workloads will be distributed to the school as information by June 15.
- d) Seven (7) calendar days prior to the first day of classes in the fall semester, any increase in workload hours beyond the value approved for the specific faculty member, even within that category's range, will constitute an overload for that year.
- e) Should the Vice President Academic disagree with the workload allocation as submitted, the appropriate program area will be notified of the workload concerns. The program area will then have the opportunity to defend its workload proposal before the Vice President Academic, or submit a revised workload that addresses these concerns. If, by May 31 of the preceding academic year, the program area has not submitted a workload allocation which is acceptable to the Vice President Academic (VPA), the VPA may determine the workload allocation, provided the assignment is made reasonably and fairly and is consistent with the collective agreement.

- f) Following approval by the Vice President Academic, information regarding College workload assignments will be made available to program faculty and the Faculty Association.
- 6.3 In considering annual school workloads, the following schedule shall be a guide for faculty contact hours as defined in Article 1.14:

| WORKLOAD SCHEDULE - JULY 1, 2020 - JUNE 30, 2024  |  |  |  |  |
|---|--|--|--|--|
| CATEGORY  | RANGE OF HOURS                         |  |  |  |
|   |  |  |  |  |
| CATEGORY 1 Courses within 4-year, government approved collaborative degree programs or courses applicable for university transfer within the Canadian university system (excluding those listed in category 3 and 4). | Minimum: 420 hrs.<br>Maximum: 462 hrs. |  |  |  |
|   |  |  |  |  |
| CATEGORY 2 Courses within 2-year government approved diploma programs and 1- year government approved certificate programs (excluding those listed in category 3 and 4).  | Minimum: 462 hrs.<br>Maximum: 504 hrs. |  |  |  |
|   |  |  |  |  |
| CATEGORY 3 Courses within government approved art and design credentials.   | Minimum: 504 hrs.<br>Maximum: 550 hrs. |  |  |  |
| CATEGORY 4 Courses within health care aide, power engineering, and skilled trades apprenticeship programs; and clinical courses in nursing and practical nurse.   | Minimum: 640 hrs.<br>Maximum: 720 hrs. |  |  |  |

#### 6.4 More than one Category

When determining a faculty member's contact hours, the annual workload will be dictated by the range of the category in which the majority of the faculty member's workload is allocated.

### 6.5 Faculty Association Activity Release Time

The Faculty Association has the option to replace up to fifty percent (50%) per semester of an executive member's workload. A Faculty Association member may have up to fifty percent (50%) workload release or, in extenuating circumstances, an executive member may have additional workload release as mutually agreed to by the Faculty Association and the Vice President Academic. The Faculty Association will be responsible for the salary costs of the replacement(s). Where there is no requirement to fill the released workload, the Faculty Association will be responsible for an equivalent amount equal to what would have been the cost of the replacement(s). The hiring of the replacement(s) will follow the normal hiring procedures for instructional employees.

### 6.6 Exceptions

#### 6.6.1 Overload

In general, compensation for overload will be administered according to Article 6.1 and only when it has been determined that part-time faculty cannot be hired to alleviate the overload. To ensure academic quality, overload should be discouraged and only permitted as a result of a crisis situation, such as illness or resignation. Overload assignments will be made with the mutual consent of the Dean and the faculty member. In all cases, overload situations must be reviewed and approved by the Vice President Academic.

#### 6.6.2 Course Secondment

If a faculty member teaches a course for a university or other college, this may be either as an overload or as part of the workload. If it is overload, the faculty member will be paid directly by the university or college concerned. If it is part of the faculty member's load, the course will be treated for load as though it were one of Medicine Hat College's courses, and the faculty member will receive the same salary from the College as the faculty member normally would receive. The College will be reimbursed from the university or other college for the faculty member's services.

#### 6.6.3 Underload

As a temporary measure, if a faculty member is below the workload range, this underload may be made up as mutually agreed upon in ways such as, but not limited to, program development, continuing studies, community services, assistance to the Dean, research, counselling, special administrative duties, and extracurricular activities. Underload situations must be approved by the Dean and reviewed with the Vice President Academic.

#### 6.6.4 Evenings/Weekends

When evening classes (commencing at 6:00pm or later) and/or weekend classes are part of a faculty member's load, every effort will be made to avoid early morning classes (commencing at 8:00am or earlier) the following day. A faculty member shall not be required to offer more than one full course during an evening or on Saturday without the member's approval.

#### 6.6.5 Program Development

Faculty hired to teach in an area or program under development may be allowed a reduced workload. The workload reduction must be reviewed by senior academic leadership and approved by the Vice President Academic.

# 6.6.6 Flexible Learning

Effective July 1, 2023, when an in-person or online course is delivered in a flexible learning modality (as defined by the Medicine Hat College calendar) for the first time by a faculty member, that faculty member delivering the course shall be provided twelve (12) hours of additional workload.

#### 6.6.7 Non-instructional Time

Administration has the right to assign workloads throughout the academic year in order to provide more learning opportunities for students provided administration exercises the right reasonably and fairly, and is consistent with the collective agreement. The Dean, with the agreement of the faculty member and Vice President Academic, may consider the Fall, Winter, Spring, or Summer semesters as non-instructional time. Any teaching assignment that is agreed to take place during non-instructional time will receive payment as per Article 7.6 a) of this collective agreement.

Every faculty member is expected to be on campus two (2) weeks prior to commencing teaching duties unless otherwise arranged for with the Dean.

# 6.7 Off-Campus Assignment

- a) Faculty hired after June 30, 1992, may be assigned to teach in alternate locations as a requirement of employment. Faculty hired prior to July 1, 1992, have the right of refusal with respect to an off-campus teaching assignment. If a faculty member hired prior to July 1, 1992, refuses an off-campus teaching assignment, such refusal does not prejudice the faculty member's employment at the College.
- b) When making off-campus assignments, the College shall consider both the best interests of the faculty member as well as the best interests and purpose of the College. Such things as
  - i. rotation of assignments where possible,
  - ii. availability of numerous qualified faculty, and
  - iii. personal problem areas with specific faculty

shall be considered when offering assignments.

- c) The faculty member shall recognize and consider both the interests and purpose of the College. Such things as
  - i. the recognized responsibility to participate in off-campus assignments and
  - ii. the right of consent shall not be unreasonably withheld

shall be considered when offered assignments.

d) When a faculty member who teaches the majority of the workload hours at one campus agrees to teach at another campus, the faculty member shall be reimbursed for inter-campus travel in accordance with the College's travel policy.

#### 6.8 Academic Chair

## 6.8.1 Term of Academic Chair Appointment

The initial term of the Academic Chair will be for three (3) years with the option of renewal for an additional three (3) year term as mutually agreed among the Vice President Academic, Dean, and the Academic Chair. Normally, the term will not exceed two (2) consecutive appointments or six (6) years.

## 6.8.2 Workload

The Academic Chair is normally expected to teach two (2) courses per semester. Variations to teaching workload may be requested by the Dean and approved by the Vice President Academic. Academic Chairs will receive a maximum annual stipend of ten thousand dollars (\$10,000) gross (paid in monthly installments) and may be pro-rated to reflect additional teaching workload.

#### 6.8.3 Return to Regular Instructional Duties

If the Academic Chair wishes to return to a full-time instruction position, written notification will be provided by April 15<sup>th</sup>. If the Dean elects to return the Academic Chair to their full-time instruction position, normally written notification will be provided by April 15<sup>th</sup>. Otherwise, two (2) months' written notification or two (2) months' stipend pay in lieu of notice will be provided.

# ARTICLE 7 Salary Grid Placement

## 7.1 Salary Grid for Full-time Faculty (See Appendix A)

The Salary Schedule in Appendix A will be adjusted to incorporate the following:

- Effective April 1, 2023, a general wage increase of 1.25% to all classifications in the Salary Grid;
- Effective December 1, 2023, a general wage increase of 1.5% to all classifications in the Salary Grid; and
- Effective March 31, 2024, a 0.5% gain share entitlement for all employees actively employed on March 31, 2024, the eligibility for such payment subject to the following Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

 Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank

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

## 7.2 Salary Grid for Part-time Faculty (See Appendix B)

The Salary Schedule in Appendix B will be adjusted to incorporate the following:

- Effective April 1, 2023, a general wage increase of 1.25% to all classifications in the Salary Grid;
- Effective December 1, 2023, a general wage increase of 1.5% to all classifications in the Salary Grid; and
- Effective March 31, 2024, a 0.5% gain share entitlement for all employees actively employed on March 31, 2024, the eligibility for such payment subject to the following Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

 Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank

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

7.3 Qualifications and Verification for Grade Placement for Full-time Faculty

In general, recognition will be given only to academic qualifications from an accredited Canadian University that are applicable to the area in which a faculty member is teaching.

Degrees conferred outside of Canada must be accredited by the Province of Alberta, International Qualification Assessment Service, Alberta Advanced Education and Technology, in order to be valid and recognized by Medicine Hat College.

All faculty who are newly hired, or are on temporary contracts, must provide official transcripts verifying their qualifications.

GRADE A: Earned Doctorate

GRADE B: a) Master's Degree, plus completion of the candidacy requirements of a

doctoral program, or

b) Two (2) Master's Degrees, each of which is applicable to the discipline

in which the faculty member gives instruction.

GRADE C: A Master's Degree or First Class Power Engineer Certification

GRADE D: A Bachelor's Degree plus one (1) full year in a graduate program, but

lacking the Master's Degree. For the purposes of this collective agreement, one (1) full year is defined as completing all course requirements for the Master's Degree except for the thesis. If the

Master's Degree is course based (no thesis), the faculty member must have successfully completed one half (1/2) of the course credits in the

degree.

GRADE E: All other faculty

7.4 Increment Requirements for Initial Placement

7.4.1 Post-Secondary Teaching Experience
One (1) increment will be granted for each one (1) year of experience up to a maximum of six (6) increments.

7.4.2 Secondary and Elementary Experience
One (1) increment will be granted for each two (2) years of experience up to a maximum of six (6) increments.

7.4.3 Other Experience

Other experience related to the subject and considered by the Vice President Academic or designate to be of specific value in the offering of that subject shall be considered for credit at the following rate:

- one increment for each two (2) years of approved experience to a maximum of six (6) increments.
- 7.4.4 A combination of Articles 7.4.1 and 7.4.2 and 7.4.3 shall not exceed six (6) increments.
- 7.5 The Vice President Academic or designate reserves the right to grant higher than normal initial salary placement on the grid to a faculty member.

# 7.6 Non-instructional Time Stipends

The College Board shall pay a stipend above the preceding schedule for the following services:

a) Full-time faculty who have completed their contracted workload assignments for the academic year may instruct during non-instructional time. The remuneration will be paid according to Appendix A, non-instructional time stipends.

#### 7.7 Promotion on Grid

- a) Promotion will be withheld only for just cause on the recommendation of the Vice President Academic and appropriate Dean. A notice stating the specific grounds for refusing promotion on the grid will be delivered to the faculty member no later than the first day of April of that academic year. Examples of just cause would include failure to follow the established policies for faculty assessment (Article 13), failure to meet conditions of employment as identified in the employment contract, or unsatisfactory instructional performance.
- b) Promotion to the next step on the salary grid shall follow for full-time regular and full-time temporary faculty at the completion of a full year's satisfactory service with the College, up to a grade maximum. Promotions will be effective the first day of January or the first day of July of the following academic year in correlation with the full-time hire date.
- c) If a faculty member's academic qualifications change during the year and the faculty member is entitled for movement to another grade, the adjustment may be made the first day of the month following receipt by the Vice President Academic of proof of the following requirements:
  - Grade A or Grade C movement: completion of all requirements and the designation has been awarded or conferred.
  - Grade B or Grade D movement: completion of all requirements as outlined in Article 7.3.
- Annual salary for regular, temporary, probationary, and term-certain full-time faculty shall be paid in equal monthly installments after appropriate deductions have been made. Salaries for part-time continuing and part-time temporary faculty shall be paid in the same manner during the period of appointment. Monthly salary shall be paid three (3) banking days prior to the end of the month.
- 7.9 Full-time Temporary and Term-Certain Faculty

Full-time temporary and term-certain faculty will be paid one hundred percent (100%) of the salary determined by their grid placement, pro-rated for the length of the contract. Full-time temporary and term-certain faculty must perform all instructional and administrative duties in connection with their position for the term of their contract. Their responsibilities will end when the contract period has been completed.

# 7.10 Part-time Temporary and Continuing Faculty (Appendix B)

All salaries in this section include an allowance for holiday pay and employee benefits.

A part-time faculty member who teaches in the workload range will receive a salary equitable to a full-time faculty member.

#### a) Contact Hours

Part-time faculty pay shall be calculated based on contact hours multiplied by the hourly rate.

# b) <u>Initial Grid Placement (Step 1)</u>

At the time of initial appointment, part-time faculty shall be given recognition for their academic qualifications from an accredited Canadian University that are applicable to the area in which a faculty member is teaching. Degrees conferred outside of Canada must be accredited by the Province of Alberta, International Qualifications Assessment Service, in order to be valid and recognized by Medicine Hat College.

All part-time faculty who are newly hired must provide official transcripts verifying their qualifications. The faculty member will be placed on the part-time salary grid as follows.

Level E: A Bachelor's Degree or experience related to the subject and consideration by the Vice President Academic or designate to be of specific value in the offering of that subject.

Level C: Earned Doctorate, Master's Degree, or First Class Power Engineer Certification

### c) Service Increment (Step 2)

A part-time faculty member who has satisfactorily completed six (6) semesters of work as a part-time faculty member with Medicine Hat College shall be moved to Step 2 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

# d) Service Increment (Step 3)

A part-time faculty member who has satisfactorily completed an additional six (6) semesters of work as a part-time faculty member following movement to Step 2, shall be moved to Step 3 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

## e) <u>Service Increment (Step 4)</u>

A part-time faculty member who has satisfactorily completed an additional four (4) semesters of work as a part-time faculty member following movement to Step 3, shall be moved to Step 4 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter, or Spring/Summer semester (maximum of three (3) per year).

7.11 Faculty Remuneration for Special Offerings (Appendix B)

In exceptional circumstances, where the college provides a course to under ten (10) students for the purpose of piloting a new offering, to address a student progression barrier, or any other exceptional circumstance as determined by the college, faculty shall be remunerated at the following rates:

- Lecture and Lab Rates
   Hourly and lab rates and associated formulas are specified in the part-time salary schedule, Appendix B.
- b) Approval
  Exceptions to the payment formula are subject to the approval of the Vice President
  Academic or designate.

It is understood that Special Offerings are not considered part of workloads.

7.12 Retirees (Appendix A)

A retiree who has returned to part-time employment after retirement will be paid on the full-time salary grid at the level the faculty member was at upon retirement. Rates and the associated formula are specified in the full-time salary schedule, Appendix A.

7.13 Clinical and Lab Coach Rates

Part-time faculty in Paramedic, Practical Nursing, Health Care Aide, Nursing, or related programs who are assigned clinical, practical, lab, or preceptorship responsibilities will be paid at the clinical or lab coach rate as specified in the part-time salary schedule Appendix B. This rate is inclusive of all preparation including orientation to the program(s) and clinical/lab areas(s), marking, maintaining records, evaluating students, and attending course meeting(s).

7.14 No claim for salary adjustment will be considered beyond the terms of the current collective agreement. In no case will any experience/training claim retroactive to a period prior to the first day of July in any academic year be considered.

# ARTICLE 8 Benefits

- 8.1 Extended Health Insurance, Life Insurance and Accidental Death and Dismemberment Insurance, and Dental Health Insurance.
  - a) The College Board will pay one hundred percent (100%) of the premium for Alberta Health Care Insurance, Extended Health, Life Insurance, and Accidental Death and Dismemberment Insurance for all eligible faculty. The College Board will continue to pay premiums for the above benefits for a period not to exceed one (1) year while an eligible individual is on total disability.
  - b) The extended health and dental plans include a Vision Care Plan with a three hundred dollar (\$300) maximum coverage in accordance with the plan documents for each eligible participant, orthodontic life time maximum of two thousand five hundred dollars (\$2,500), paramedical maximum of thirty dollars (\$30) per visit, coverage for diabetic supplies, eye exam maximum of seventy dollars (\$70) every twenty four (24) months, and dental reimbursement in accordance to the Usual and Customary Dental Fee Schedule.
  - c) The College's current benefit plan includes an eight hundred fifty dollar (\$850) Health and Wellness Spending Account per eligible employee each benefit year with a maximum one (1) year carryover on June 30<sup>th</sup>. The Health and Wellness account is administered by the College's current benefit provider and in accordance with the income tax act and applicable regulations.
  - d) The amount of life insurance is four (4) times the annual earnings, rounded to the next highest one thousand dollars (\$1,000), with a maximum coverage of seven hundred fifty thousand dollars (\$750,000).
  - e) The dental plan includes the basic dental plan, plus fifty percent (50%) Extensive Dentistry and fifty percent (50%) Orthodontics for dependent children, with cost shared twenty-five percent (25%) by the individual faculty member and seventy-five percent (75%) by the Board.
  - f) The College will pay a proportional percent of the premium costs contained in subsections 8.1 a) and 8.1 e) for Part-time Continuing faculty. The College's proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 8.1 a) and 8.1 e).
  - g) The College has the right to change insurance carriers and/or plans, provided comparable level of benefits are available. The College shall notify the Association of any changes to the benefits carrier through joint consultation meetings.

#### 8.2 Pension Plan

The College will make the required deductions from the salaries of all eligible faculty for the Local Authorities Pension Plan. All eligible faculty will be required to participate in the Local Authorities Pension Plan.

# 8.3 Long-Term Disability Insurance

The individual eligible faculty member will pay one hundred percent (100%) of the premium. If and when the College wishes to change the Insurer, the selection of the insurance plan will be by mutual agreement between the College Board and Faculty Association. A faculty member, upon approval of the Insurer and after one hundred twenty (120) calendar days of continuous illness, will receive Long-Term Disability Insurance Plan benefits, as well as the benefits of Article 8.1. The Long-Term Disability benefit is sixty percent (60%) of regular monthly salary, with a maximum of eight thousand dollars (\$8,000) per month, or eighty-five percent (85%) of net pre-disability earnings, whichever is less.

## 8.4 Employment Insurance Premium Reduction Program

Medicine Hat College (MHC) participates in the Employment Insurance Premium Reduction Program as offered through Service Canada which is related to the short-term disability benefit. This allows MHC to pay Employment Insurance premiums at a rate that is lower than the standard employer rate. As a result, the College will make available to the Faculty Association by April 30<sup>th</sup> of the following year, and each subsequent calendar year, an amount equal to six twelfths (6/12) of the EI reduction premium savings for Faculty Association members based on the previous calendar year. This will remain in effect as long as MHC is actively participating and receives a premium reduction from the Employment Insurance Premium Reduction Program.

The Faculty Association will administer and utilize the funds exclusively for professional development activities of their members.

#### 8.5 Tuition Waivers

Tuition waiver(s) for a course(s) taken at Medicine Hat College are provided for each full-time regular, full-time temporary, and full-time term-certain faculty member, the member's spouse or common law partner, and eligible dependents.

Eligible dependent means an unmarried, fully dependent child under twenty-one (21) years of age; or an unmarried child over the age of twenty-one (21) years but under twenty-six (26) years of age and attending an accredited educational institute on a full-time basis; or an unmarried child over twenty-one (21) years of age, but fully dependent due to a mental or physical infirmity.

- a) Course(s) taken by an eligible faculty member that are at the request of the College will receive a benefit of one hundred percent (100%) waiver of tuition.
- b) Credit courses taken by an eligible faculty member, the member's spouse or common law partner and eligible dependents will receive a benefit of fifty percent (50%) waiver of tuition.
- c) Non-Credit Course(s) taken by an eligible faculty member, the member's spouse or common law partner and eligible dependents will receive a benefit of fifty percent (50%) of tuition. All non-credit courses must be self-supporting from participants paying full tuition before waivers of tuition apply.

Part-time faculty members are eligible for tuition waiver(s) for a course(s) taken at Medicine Hat College. These are provided for the part-time faculty member only. The part-time faculty member must instruct a minimum of two (2) credit courses per semester (or a minimum of six (6) hours per week) during the semester in which the faculty member is employed.

Tuition waivers do not apply to courses offered at the Conservatory. The College reserves the right not to issue tuition waivers for specific courses or programs.

For purposes of fees, tuition refers to tuition, instructional material fee(s), non-instructional service fee(s), and lab fee(s). Any other fee(s) levied by the College are exempt from tuition waivers.

# ARTICLE 9 Statutory Holidays & Vacation

# 9.1 Statutory Holidays

Faculty Association members covered by this collective agreement shall be entitled to the following statutory holidays:

New Year's Day
Alberta Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Four (4) days at the discretion of the Employer

If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as designated in advance by the College.

## 9.2 Vacation

- a) All full-time faculty covered by this collective agreement shall be entitled to forty-four (44) working days of paid vacation. The forty-four (44) working days entitlement is based on working a full academic year and is pro-rated for periods less than one (1) year. Prior written permission to be on vacation must be obtained from the Dean.
- b) Vacation will be taken during the contract year from July 1 to June 30. At least four (4) consecutive weeks of vacation time must be provided for each full-time faculty. Unless altered by written permission of the Dean, whose permission will not be unreasonably withheld, all full-time faculty are to be on campus two (2) weeks prior to the commencement of class instruction.
- c) Vacation time cannot be accumulated from one contract year to the next. The maximum annual vacation time allowed a faculty member cannot exceed forty-four (44) days.

# ARTICLE 10 Leaves

#### 10.1 Illness Leave

A full-time faculty member shall be entitled to a maximum of one hundred twenty (120) calendar days of illness. Normally salary will be paid at one hundred percent (100%) of base salary for a maximum of ninety (90) calendar days with supporting medical documentation. The base salary will be reduced from the ninety-first (91st) day of disability through, and inclusive of, the one hundred twentieth (120th) day of disability to an amount equal to what the insurance company pays for Long-Term Disability.

This entitlement shall be reinstated immediately in the case of an unrelated illness. This entitlement shall be reinstated after three (3) months have elapsed since the employee's return to work for recurring illness.

For the purposes of this article, base salary shall mean regular salary. Therefore, if overtime or bonuses become regular, they will be included in base salary.

A part-time faculty member shall not be entitled to paid illness leave.

## 10.2 Maternity/Parental Leave

Eligible faculty members shall be entitled to maternity and/or parental leave in accordance with Part 2, Division 7 of the *Employment Standards Code, Alberta*. If a faculty member's maternity and/or parental leave commences during either the Fall or Winter Semester, the salary shall be calculated as follows:

The current salary x <u>number of days worked</u> 260 working days per year

Faculty members shall provide notice of commencement and cessation of their maternity and/or parental leave in accordance with the timelines specified in the *Employment Standards Code*, *Alberta*, as amended from time to time.

## 10.3 Bereavement Leave

At the request of a faculty member, bereavement leave of up to five (5) workdays, including travel, with pay shall be allowed in the event of the death of any of the following relations of an employee or employee's partner: partner, child, parent, guardian, grandparent, grandchild, sibling, sibling's spouse, or a person permanently residing in the employee's household or with whom the employee permanently resides.

Upon approval of the Dean and Human Resources, bereavement leave may be extended in extenuating circumstance up to three (3) additional days with pay.

#### 10.4 Special Leave

At the request of a faculty member and approval by the Dean, special leave for jobprotected leaves within Alberta Employment Standards referenced in Article 10.6 d) may be granted with pay not to exceed two (2) days in an academic year. A faculty member's immediate family is defined in Article 10.3.

#### 10.5 Court Leave

A faculty member summoned or subpoenaed to appear as a witness during court proceedings or to serve jury duty shall be allowed leave of absence with pay, but fees received by the faculty member shall be reimbursed by the faculty member to the College.

The College may require the faculty member to provide proof of service from an officer or Clerk of the Court.

## 10.6 Leave Without Pay

- a) If, in the judgement of the College President, it is considered to be in the best interest of the College, a full-time regular faculty member may be granted up to two (2) years' leave with or without pay. Prior to the granting of such leave, a recommendation regarding advancement, or otherwise, on the salary grid will be submitted by the Vice President Academic to the College President. The College President will inform the faculty member of the decision before the faculty member commences the period of leave.
- b) During a leave-of-absence year granted for educational purposes, the College will cover the employer's normal portion of the cost of the following benefits: Extended Health Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Health Insurance, Pension Plan, and Long-Term Disability Insurance. The individual who takes leave without pay must stipulate the requested benefits and must make the matching contribution where this applies.
- c) A faculty member who is on a leave of absence shall confirm written intent to return to College employment, no later than the first day of April in the concluding year of that leave. Such written notice shall be sent to the Vice President Academic. If such written confirmation is not received on or before the first day of April, the College will have considered that the faculty member has resigned from College employment effective the last day of June of the concluding year of the leave.
- d) An eligible faculty member shall be entitled to a leave without pay for any of the various types of leave contemplated by Part 2, Division 7.1 to 7.6 of the *Employment Standards Code*, *Alberta* as amended from time to time.

# ARTICLE 11 Proof of Illness

- 11.1 To obtain illness leave benefits as described in Article 10, the Employer requires a medical note for illness leave of more than three (3) days. The Employer may require an Employee to provide additional medical information, other satisfactory proof of illness, or undergo a medical examination. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide additional medical information or proof of illness or attendance at an appointment, the Employee shall be advised prior to returning to work.
- 11.2 a) The Employer may require that an Employee be examined by a Medical Board:
  - i. in the case of prolonged or frequent absence due to illness; or
  - ii. where there is indication of apparent misuse of illness leave; or
  - iii. when it is considered that an Employee is unable to satisfactorily perform duties of the position due to disability or illness; or
  - iv. in cases of inconsistencies between two or more medical assessments.
  - b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of the position and the medical information leading to those conclusions.
  - c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 11.2(a).
- Pursuant to Clause 11.2, Employees shall be entitled to have their personal physician or other physician of their choice to be a member of the Medical Board or to act as their counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.

# ARTICLE 12 Professional Development

## 12.1 Travel on College Business

Travel related to instructional duties as pre-authorized by the Vice President Academic or designate will be paid for at the official College rate.

# 12.2 Faculty Professional Development

The College Board and the Faculty Association jointly recognize the need for faculty to continually upgrade individual job skills and professional competencies, which will contribute to the faculty member's effectiveness in the classroom, enhance expertise in the member's respective discipline or specialization, and promote the faculty member's personal growth.

Faculty members are responsible for developing and annually maintaining a professional development plan in consultation with their Dean. The professional development plan will outline the faculty member's professional development short- and long-term goals in accordance with program needs, collaborative degree institution requirements, and the College mission and mandate statements. The professional development plan is the primary document in the approval of applications for sabbaticals, short-term study leaves, or other professional development activities as sponsored by the College.

# 12.3 Professional Development Criteria

It is recognized that professional development funds are to provide for professional leaves, short-term professional development programs, research, and other activities, which are deemed to be of a professional development nature for the faculty member and of value to the discipline, school, and College. Receipts verifying the expenditures associated with these activities are required for auditing purposes.

Movement on the grade, as a result of the professional development activities, must be approved in writing and in advance of the activity by the Vice President Academic. Unless such written approval is obtained, movement on the grade will not occur.

Full-time temporary faculty hired on a twelve (12) month contract are eligible for the individual professional development allotment during the academic year of the employment contract.

#### 12.4 Individual Allotment

Individual allotment funds will be allocated for professional development, based on an amount of one thousand nine hundred fifty dollars (\$1950) per year for each full-time regular and full-time temporary faculty member hired in an ongoing position for a minimum of six (6) months within the academic year. It is recognized that these funds are to provide assistance for activities that are deemed to be of a professional development nature for the faculty member and of value to the College. Examples are, but are not limited to, short-term professional development activities, research, membership dues for professional associations, tuition and books for further education, travel to professional meetings, and software and electronic devices (such as computers, laptops, tablets, and e-readers) for use within the faculty member's position at MHC. The purchase of televisions and cell phones will not be allowed.

In addition, each full-time faculty member may accumulate unused individual allotment funds for a period not to exceed three (3) years, or five thousand eight hundred fifty dollars (\$5850). Funds from the personal allotment that have been carried over and are not spent in the third year will be allocated to the Vice President Academic's fund for faculty professional development.

#### 12.5 Professional Leave

The College will annually make available funds for an approved one-year professional leave. These funds may be allocated to a long-term professional leave or a short-term study reassignment, or a combination thereof.

- a) A full-time regular faculty member is eligible for a professional leave after serving at least five (5) consecutive years as a full-time faculty member, or following a previous leave, for which financial assistance was provided for by the College.
- b) Any full-time regular faculty member may apply, in writing, for a professional leave for the following academic year, prior to the first day of November of the current academic year. The application should be submitted to the Vice President Academic, who will refer the application to senior academic leadership. Senior academic leadership will consider the benefit of the professional leave to both the College and the faculty member. In addition, the Vice President Academic will recommend whether the faculty member will be moved on the grade, in accordance with Article 7.3.
- c) Generally, the granting of a professional leave will be based on the following factors:
  - specific relevance to the College/school objectives and program priorities
  - consistency with the faculty member's professional development plan
  - availability of suitable replacement staff
  - duration of the professional leave requested
  - number of applications received for professional leaves and total funds available for these activities
  - length of time the applicant has been employed at the College
  - length of time since the applicant was granted funding for a professional leave

d) The recommendations of senior academic leadership shall be submitted, by the Vice President Academic, to the College President for approval, whose approval shall not be unreasonably withheld. The decision of the College President is final.

The College President or designate shall inform the applicant, in writing, of the decision no later than the first day of January of the current academic year.

e) Long-Term Professional Leave

Long-term professional leaves will consist of either one (1) full year (July 1 to June 30), or one-half (1/2) year (July 1 to December 31, or January 1 to June 30).

- i. While on a full-year professional leave, the faculty member will receive eighty percent (80%) of salary after five (5) years of service with the College.
- ii. While on a half-year professional leave, the faculty member will receive eighty percent (80%) of one-half (1/2) of the annual salary the member would have received had the member remained in instructional duties.
- iii. After completing a full-year professional leave, the faculty member shall be required to return to the College and carry out instructional duties for at least two (2) years. After completing a one-half (1/2) year professional leave, the faculty member shall be required to return to the College and carry out instructional duties for a period of at least one (1) year. Failure to complete this obligation will result in repayment of a proportionate amount of the professional leave salary received while on such a professional leave.
- f) A faculty member, while on a professional leave, may receive outside assistance in the form of grants or scholarships; however, the College President reserves the right to approve or to refuse engagement of the faculty member in remunerative employment while on professional leave beyond current additional employment.
  - If the sum of the outside assistance and/or new remunerative employment and the professional leave salary, less reasonable traveling and living expenses, exceeds the basic College salary, the professional leave salary will be reduced accordingly, to maintain the total amount at the basic College salary the faculty member would have received if the faculty member was not on such a professional leave.
- g) If a faculty member's salary is increased while on a professional leave, the faculty member will receive the benefit of such a salary increase and shall retain standing on staff.
- h) During a professional leave, the faculty member is eligible for benefits under Article 8.1 of the collective agreement. The granting of a paid professional leave will not interfere with normal salary increments.
- i) Faculty members, while on a professional leave, are entitled to apply for the individual allotment.

- j) Faculty members are required to provide written reports to their Dean detailing the individual, program, and College learning outcomes of the professional leave. Professional leaves that are one (1) year in duration require a midpoint report. A midpoint and final report must be submitted to the Dean within thirty (30) days of the midpoint of the leave and within thirty (30) days of the end of the leave respectively, and then forwarded to the Vice President Academic, Human Resources and Faculty Association.
- k) If these funds are not spent in the academic year, they may be carried over to the following year to fund faculty professional development activities. The maximum amount available for professional leaves in any given year may not exceed the equivalent of two (2) full-year professional leaves.

# 12.6 Short-Term Study Reassignment

Short-term study reassignments are not to be equated with scholarly activity. They may include

- any individual or group development activity twelve (12) weeks or less in duration where a faculty member would have no teaching obligations or
- an activity where the faculty member would be partially or fully released from one (1)
  course in a semester to engage in academic study, skill enhancement, or
  professional work to maintain credentials as mandated by accrediting bodies.
- A full-time regular faculty member is eligible for short-term study reassignment after serving at least five (5) consecutive years as a full-time faculty member, or one (1) year following a previous professional leave or short-term study reassignment.
- b) A full-time regular faculty member may apply, in writing, for a short-term study reassignment for the following academic year prior to April 1 of the current academic year. The application should be submitted to the Dean for approval. Senior academic leadership will review the applications and consider the benefits to both the College and faculty member. Granting of the short-term study reassignment will be dependent on available funds unspent from monies allocated to Professional Leaves for the previous year and final approval by the Vice President Academic.
- c) Generally, the granting of a short-term study reassignment will be based on the following factors:
  - specific relevance to the College/school objectives and program priorities
  - inclusion in the faculty member's professional development plan
  - availability of suitable replacement staff
  - number of applications received and total funds available for these activities
  - length of time the applicant has been employed at the College
  - length of time since the applicant was granted funding for a professional leave or short-term study reassignment
- d) While on an approved short-term study reassignment, the faculty member will receive one hundred percent (100%) of the annual salary the member would have received had the member remained in instructional duties.
- e) After completing a short-term study reassignment, the faculty member shall be required to resume instructional duties for a period of one (1) semester. Failure to complete this obligation will result in repayment of a proportionate amount of the short-term study reassignment salary received.

# ARTICLE 13 Faculty Evaluation

#### 13.1 Evaluations

The parties recognize that faculty evaluation is a comprehensive process that involves many facets of the individual's role and duties, as each instructor and program/pathway is unique. Evaluation therefore involves an equal consideration of things such as relevant duties accomplished (i.e., scholarship, committee work, community service, professional development, etc.), student feedback on instruction, and demonstration of teaching innovation and/or reflection, recognizing that teaching is normally the primary activity of a faculty member at a comprehensive community college. Further, the parties recognize the goal of faculty evaluation is continuous improvement.

## 13.2 Timelines and frequency

- 13.2.1 Full-time temporary faculty members are on probation for the first two (2) years of their appointment. During this time, they will be evaluated once per semester in the first year and once (in either semester) during their second year of the probationary period.
- 13.2.2 Part-time temporary faculty members teaching 50-90% of a full-time annual instructional workload will be evaluated once per semester for two (2) consecutive years.
- 13.2.3 Part-time temporary and term-certain faculty members will be evaluated once per academic year for their first year, and once every four (4) years thereafter. Faculty teaching in clinical, lab, or preceptorship settings may be evaluated at the discretion of the Dean.
- 13.2.4 Full-time regular and part-time continuing faculty members will be evaluated once every four (4) years.

#### 13.3 Requirements

All faculty evaluations will include:

- A 3-5 page reflective self-assessment written by the evaluatee. Information should include, but not be limited to, a response to the student feedback, the achievement of goals, PD and scholarship activities during this period, workload duties, future plans, community service, and/or participation on College committees. It is understood that faculty members are not responsible for demonstrating success in all facets within the evaluation timeframe.
- Results from the most recent standardized student feedback of instruction questionnaires. In the case of full-time regular faculty, the evaluatee may also choose to include evaluations from the last three (3) years of teaching.

All faculty evaluations may include other content, such as peer observations, at the discretion of the faculty member.

- 13.4 Evaluation Process for faculty within Article 13.2.1, 13.2.2, and 13.2.3
  - 13.4.1 For each evaluation period, the evaluation will be done by a committee comprised of the evaluatee's Dean, the Academic Chair, and two (2) full-time regular faculty members. One is chosen by the evaluatee, and the other one is chosen by the Dean. Ideally, one faculty member will be from a different program or area of study.
  - 13.4.2 The Dean or Dean's designate is responsible for setting up the evaluation committee and administering the process. When the Academic Chair is being evaluated, the Dean is responsible for setting up the evaluation committee and administering the process.
  - 13.4.3 The committee will review the evaluation materials provided by the evaluatee and write a report based upon these materials with commendations, recommendations for continuous improvement, and where applicable, recommendation for successful or unsuccessful completion of probation. The evaluation report must clearly describe the instructional abilities, performance, professional activities, and professionalism of the evaluatee.
  - 13.4.4 The committee shall meet with the evaluatee and review the report, and the evaluatee shall sign the report to acknowledge that it has been reviewed. The evaluatee's signature only indicates that the evaluation report has been reviewed and does not necessarily indicate agreement with the opinions offered.
  - 13.4.5 Should the evaluatee disagree with any part of the evaluation report, the evaluatee may express such disagreement in writing, a copy of which shall then be filed with the report.
  - 13.4.6 When all phases of the evaluation process have been completed, and the evaluation report has been signed by both the Dean and the evaluatee, one copy of the report shall be given to the evaluatee. The Dean shall present a copy of the report to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing.
  - 13.4.7 For full-time temporary faculty on probation:
    - the evaluation report presented to them must be submitted no later than the first day of May of that probationary year.
    - if warranted, probation may be extended by semester for a maximum of two (2) additional semesters beyond the second probationary year.
    - In the event they are not able to complete all evaluation processes by June of the second probationary year, or for any reason during a given semester receives no teaching assignment, the probationary period shall be extended to meet this requirement.
  - 13.4.8 The decision of the Dean shall be final with no appeal.
- 13.5 Evaluation Process for faculty within Article 13.2.4
  - 13.5.1 The Dean or Dean's designate will review the evaluation materials provided by the evaluatee and write a report with commendations as well as recommendations for continuous improvement, if applicable, based upon the criteria of the report. The evaluation report must clearly describe the instructional abilities, performance, professional activities, and professionalism of the evaluatee.

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- 13.5.2 The Dean or Dean's designate shall meet with the evaluatee and review the report, and the evaluatee shall sign the report to acknowledge that it has been reviewed. The evaluatee's signature only indicates that the evaluation report has been reviewed and does not necessarily indicate agreement with the opinions offered.
- 13.5.3 Should the evaluatee disagree with any part of the evaluation report, the evaluatee may express such disagreement in writing, a copy of which shall then be filed with the report.
- 13.5.4 When all phases of the evaluation process have been completed, and the evaluation report has been signed by both the Dean and the evaluatee, one copy of the report shall be given to the evaluatee. The Dean shall present a copy of the report to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing.

#### 13.6 Student Feedback of Instruction

The parties recognize the following:

- Student feedback of instruction is but one source of information that is used when evaluating faculty members' work.
- There is value in seeking student feedback on instruction, to understand how students experience learning at the college.
- All students deserve an opportunity to provide feedback on all courses and instructors, where feasible.
- There is value of both standardized and non-standardized approaches to seeking student feedback of instruction.
- Use of a consistent student feedback questionnaire by the college allows for the aggregation of data at the program, school, and college level, to support institutional celebration and provision of support, as appropriate.
- 13.6.1 Standardized student questionnaires will be based on educational best practice.
- 13.6.2 Scoring and administration of standardized questionnaires will ensure confidentiality and anonymity, whether the course is face-to-face, online, or some combination.
- 13.6.3 Student feedback results (either student feedback scores or copies of students' written comments) shall not be forwarded to the instructor until after the final grades for the course(s) being evaluated have been submitted to the Registrar's office.
- 13.6.4 The form of student feedback will ensure compliance to requirements by the accrediting body of the program in which the student is enrolled.

#### Article 13, continued

#### 13.7 Additional Evaluation and Training Activities

Based upon the evaluation report or in the normal course of coaching and support, the Dean may recommend that a faculty member undertake one (1) or more additional evaluation and training activities as outlined below. Faculty may also engage in these other activities that go beyond the minimum requirements:

- a) Student Questionnaire
  In addition to student questionnaires, faculty may also distribute school or program specific form(s) or faculty specific form(s).
- b) Teaching Portfolios and/or Curriculum Vitaes
  A teaching portfolio documents a faculty member's accomplishments in teaching
  and professional development or scholarly activity relevant to teaching. Examples
  may include the following:
  - course outlines, handouts, quizzes, and exams;
  - teaching philosophy statement;
  - program development;
  - other materials.

A Curriculum Vitae may include the following examples:

- summary of conferences and seminars attended;
- summary of any research or scholarly activity;
- participation on College-related committees; and
- involvement in community or academic organizations.

#### c) Peer Feedback

- Faculty may invite a peer to attend a class then provide feedback. This
  process could be very informal and open-ended or could involve a structured
  questionnaire completed by the peer.
- Upon invitation from the member, a peer may audiotape or videotape a class and then, while viewing the video or listening to the tape, the peer and faculty member could discuss teaching methods and strategies.
- The faculty member may meet with one (1) or more peers to discuss professional and instructional goals.
- d) Courses or workshops provided by the College and/or external organizations.

#### 13.8 Method for Changing Faculty Evaluation Procedures

Changes to the Faculty Evaluation Procedures may be made at any time by mutual consent of the Faculty Association and the Vice President Academic. The party wishing to make changes to the faculty evaluation process must provide written notice of the proposed changes to the other party.

### ARTICLE 14 Discipline

#### 14.1 Disciplinary Action

- a) No faculty member shall be disciplined without just cause.
- b) When disciplinary action is to be taken against a faculty member, the faculty member is entitled to have Faculty Association representation. If disciplinary action is intended to be placed on the faculty member's record, that faculty member shall be informed in writing as to the action and the reasons thereof. When a faculty member has been given a written disciplinary letter, the College shall provide the Faculty Association with a copy of that disciplinary letter.
- c) A faculty member who has been subjected to disciplinary action may, after thirty-six (36) months worked from the date that disciplinary action was invoked, request that the faculty member's personnel file be purged of any record of the disciplinary action, provided there have been no offenses of which written warnings have been delivered to the faculty member within that time and there is not an outstanding grievance related to the disciplinary action.
- d) Neither an Academic Chair nor a Program Coordinator shall be responsible for issuing discipline to a Faculty member.

### ARTICLE 15 Termination of Appointment

- The appointment of a faculty member shall continue in force until terminated by one of the following:
  - a) A faculty member shall normally resign from employment at the end of the academic year by giving written notice to the Dean no later than the first day of May in the academic year; such termination will be effective June 30. However, when a faculty member must resign outside of the normal academic year, the faculty member shall make every effort to give written notice to the Dean as much in advance as possible.
  - b) A faculty member's appointment may be terminated at any time by mutual agreement between the faculty member and the College President or designate.

#### 15.2 Suspension and Termination

The President of the College may, at any time, suspend or terminate a faculty member's appointment.

- a) At the time of suspension or termination, the written notice setting out the specific grounds for suspension or termination shall be given to the faculty member by the College President or designate. The Faculty Association shall be notified of the suspension or termination.
- b) A faculty member will have the right to have Faculty Association representation when suspended or terminated.
- c) A faculty member whose appointment has been suspended or terminated under this clause shall have the right to grieve in accordance with Article 16, except in the case when the faculty member has accepted a severance payment under the terms of Article 15.4. A faculty member who accepts the severance payment as per Article 15.4 automatically waives any rights to grievance.

#### 15.3 Redundancy

The College shall terminate a faculty member as a result of redundancy pursuant to Article 15.3. The College may determine redundancy as a result of curriculum changes, insufficient enrolment, or insufficient workload. The College shall determine redundancy in the following order and shall notify the Faculty Association when such redundancy occurs.

15.3.1 The College shall first determine redundancy of part-time continuing faculty members within a certain program. A part-time continuing faculty member whose appointment is terminated as a result of redundancy shall be entitled to severance as indicated in Article 15.4.

#### Article 15, continued

- 15.3.2 The College shall then determine redundancy by issuing a request to the faculty members within a certain program to volunteer to the Vice President Academic to resign and accept severance as indicated in Article 15.4. Subject to Article 15.3.2, upon receiving volunteers for resignation, the Vice President Academic may identify the volunteer(s), if any, accepted for resignation. The College reserves the right to deny any such volunteer pursuant to this Article. Any volunteer accepted for resignation shall be considered redundant and terminated as a result, and shall be entitled to receive severance as indicated in Article 15.4.
- 15.3.3 In the event that there are no volunteers for resignation, or in the event that the Vice President Academic does not accept any such volunteers, the Vice President Academic shall consider any temporary employee or probationary employee within a certain program as redundant. A temporary employee or probationary employee who is terminated as a result of redundancy shall be entitled to receive severance as indicated in Article 15.4.
- 15.3.4 In the event that there are no temporary employees or probationary employees within a certain program for the purpose of Article 15.3.2, the Vice President Academic shall identify a full-time regular faculty member to be considered redundant as a result of curriculum changes, insufficient enrolment, or insufficient workload. A full-time regular faculty member whose appointment is terminated as a result of redundancy shall be entitled to severance as indicated in Article 15.4.

#### 15.4 Severance Payment

A full-time regular or part-time continuing faculty member who is terminated from employment is entitled to receive a severance payment equal to one (1) month's pay for each year of equivalent full-time service, to a maximum of eighteen (18) months' salary in effect at the time of termination.

### ARTICLE 16 Grievance Procedure

- 16.1 A grievance is a difference arising
  - 16.1.1 with respect to the interpretation, application, or operation of this Agreement,
  - 16.1.2 with respect to a contravention or alleged contravention of this Agreement, and
  - 16.1.3 with respect to whether a difference referred to in Article 16.1.1 or 16.1.2 can be the subject of arbitration, between the parties to or persons bound by this Agreement and not otherwise covered by other procedures in the Agreement.
- 16.2 A grievance shall be addressed in the following manner:
  - 16.2.1 Step 1.

A faculty member, with or without the assistance of the Faculty Association, shall first seek to settle the grievance with the member's supervisor (with or without the assistance of Human Resources), within ten (10) working days from the date of the incident giving rise to the grievance.

#### 16.2.2 Step 2.

Failing settlement at Step 1, the faculty member through the Faculty Association Representative shall, within thirty (30) days of the initial discussion with the immediate supervisor, submit the grievance in writing to the Vice President Academic of the College.

The written grievance shall contain the following information:

- a) a summary of the circumstances giving rise to the grievance,
- b) the provisions of the Agreement considered, and
- c) the particulars of the remedy sought.

The Vice President Academic or designate shall hear the grievance (with the assistance of Human Resources) at a meeting within ten (10) working days of the submission of the written grievance. The Vice President Academic or designate shall provide a written response to the Faculty Association within twenty (20) working days of hearing the grievance.

#### 16.2.3 Step 3.

Failing settlement at Step 2, the Association shall within fifteen (15) working days of receipt of the written response of the Vice President Academic, submit the grievance in writing to the President of the College. The President of the College or designate shall hear the grievance (with the assistance of Human Resources) at a meeting within ten (10) working days of the submission of the written grievance. The President or designate shall provide a written response to the Faculty Association within twenty (20) working days of hearing the grievance.

#### 16.2.4 Step 4.

Failing satisfactory settlement at Step 3, the Association shall, within fifteen (15) working days of receipt of the written response of the President, convey the grievance to Arbitration in accordance with the requirements of Article 17.

#### Article 16, continued

- 16.3 Grievances arising from demotion, suspension, or dismissal may be commenced at Step 2. A policy grievance by the Association or Board may be commenced at Step 2.
- Where any person or party or committee fails to discharge responsibilities included under this Grievance Procedure within the time limits stipulated, a griever may, upon expiry of such time limit, advance the grievance to the next step or stage.
- In the event a grieving party or person fails to process a grievance within a time limit set out in the procedure, such grievance is terminated and considered abandoned unless extended by agreement in writing.
- Time in this Grievance Procedure shall be computed exclusive of Saturdays, Sundays, College Holidays, and Statutory Holidays.

### ARTICLE 17 Arbitration

17.1 The parties may proceed to Arbitration by way of Arbitration Board if the parties have reached Step 4 pursuant to Article 16.2.4 of the Collective Agreement or by mutual agreement of the parties.

#### 17.2 Arbitration Board

- 17.2.1 The grievance shall be referred to the Arbitration Board by notifying the other Party within ten (10) days of the preceding step, and the referent shall name a nominee to the Arbitration Board.
- 17.2.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
- 17.2.3 If a party fails to appoint a nominee to the Arbitration Board, the other may seek an appointment by the Director of the Labour Relations Board, as contemplated by the *Labour Relations Code*, as amended from time to time.
- 17.2.4 Upon the appointment of the two nominees so selected, they shall within ten (10) days appoint a third person as a member who shall be chair.
- 17.2.5 If the two nominees fail to agree upon a chair, either or both may request the Director to make an appointment as contemplated by the *Labour Relations Code*, as amended from time to time.
- 17.2.6 The time within which any appointment must be made may be extended by agreement between the Parties.

#### 17.3 Single Arbitrator

- 17.3.1 Notwithstanding Articles 17.1 and 17.2, by consent the Parties agree that at any time following notice of arbitration under Article 17.2.1, they may elect to proceed to arbitration by way of Single Arbitrator in lieu of an Arbitration Board.
- 17.3.2 Once the parties have agreed by consent to proceed by a Single Arbitrator, the parties must agree within ten (10) days as to whom the Single Arbitrator will be.
- 17.3.3 If the two parties fail to agree upon a Single Arbitrator, either or both may request the Director of the Labour Relations Board to appoint a Single Arbitrator.
- 17.3.4 The time within which the selection of a Single Arbitrator must be made may be extended by agreement between the Parties.

#### Article 17, continued

- 17.4 The Arbitration Board and Single Arbitrator are governed by the following provisions:
  - 17.4.1 They shall neither add to, detract from, nor modify the language of any Section of the Collective Agreement.
  - 17.4.2 They shall hear and determine the grievance and shall issue a decision in writing which is final and binding upon the Association and the College and upon any employee affected by it.
  - 17.4.3 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair or Single Arbitrator governs.
  - 17.4.4 The two parties shall equally share the expense of the chair or Single Arbitrator and, if applicable, each party shall bear the expense of its nominee.
  - 17.4.5 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
  - 17.4.6 Where an employee has been suspended pursuant to Article 15.2, it may direct the College to reinstate the employee and may make such other directive in regard to any penalty it considers fair and reasonable.
  - 17.4.7 Where an employee has been dismissed pursuant to Article 15.2, it may direct the College to reinstate the employee and pay to the employee a sum equal to the salary lost by removal, or such lesser sum as in the opinion of the Arbitration Board or Single Arbitrator is fair and reasonable, and may make such other directive in regard to any penalty it considers fair and reasonable.

#### 17.5 Option – Mediation

17.5.1 A grievance may, upon agreement of both parties, be submitted to Mediation for possible resolution before accessing the Arbitration process as contained in Article 17. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the grievance, the grievance shall proceed to arbitration. Should the grievance proceed to Mediation, the parties shall share equally the costs of the Mediator.

### ARTICLE 18 General Clauses

- All previous agreements or collective agreements between or affecting the College Board and the Faculty Association are hereby cancelled except as outlined in the attached Letters of Understanding.
- Nothing herein contained shall reduce the regular salary of a regular faculty member below the amount paid in the year immediately prior to the effective date of this collective agreement.

#### **SIGNATURES**

# THIS COLLECTIVE AGREEMENT IS ACCEPTED BY THE BOARD OF GOVERNORS AND THE FACULTY ASSOCIATION OF MEDICINE HAT COLLEGE.

| SIGNED THIS  | 14 <sup>th</sup> | DAY OF    | February        | , 2023     |
|--|------------------|-----------|-----------------|------------|
| For Medicine Hat Coll  | ege:             |           |                 |            |
| Sarah MacKenzie<br>Chair, Board of Govern<br>Medicine Hat College      | ,                | Witness   | othy Pou        | <u>200</u> |
| Kevin Shufflebotham<br>President & CEO<br>Medicine Hat College         |                  | Witness   | athy 1 PDo      | wall       |
| For Medicine Hat Coll  | ege Faculty Ass  | ociation: |                 |            |
| Dr. Darren Howes President MHC Faculty Association                     | e S<br>on        | Witness   | onrie M. Schack | <u> </u>   |
| Dr. Mark Kaethler<br>Chair, Negotiating Com<br>MHC Faculty Association |                  | Witness   | Dried Schack    |            |

# APPENDIX A - Salary Schedule Full-time Grid

July 1, 2020 to March 31, 2023

|    | E      | D      | С       | В       | Α       |   |
|----|--------|--------|---------|---------|---------|---|
| 1  | 63,025 | 66,299 | 72,642  | 75,096  | 77,718  | _ |
| 2  | 66,091 | 69,368 | 75,715  | 78,166  | 80,787  |   |
| 3  | 69,161 | 72,436 | 78,780  | 81,235  | 83,862  |   |
| 4  | 72,234 | 75,506 | 81,848  | 84,305  | 86,929  |   |
| 5  | 75,299 | 78,573 | 84,915  | 87,375  | 89,996  |   |
| 6  | 78,369 | 81,641 | 87,984  | 90,441  | 93,067  |   |
| 7  | 81,437 | 84,712 | 91,059  | 93,510  | 96,139  |   |
| 8  | 84,507 | 87,783 | 94,124  | 96,578  | 99,209  |   |
| 9  | 87,579 | 90,853 | 97,196  | 99,649  | 102,283 |   |
| 10 | 90,649 | 93,925 | 100,266 | 102,722 | 105,353 |   |
| 11 | 97,184 | 98,658 | 105,125 | 107,909 | 112,227 |   |
|    |        |        |         |         |         |   |

April 1, 2023 to November 30, 2023 (1.25%)

|    | Е      | D      | С       | В       | Α       |
|----|--------|--------|---------|---------|---------|
| 1  | 63,813 | 67,128 | 73,550  | 76,035  | 78,689  |
| 2  | 66,917 | 70,235 | 76,661  | 79,143  | 81,797  |
| 3  | 70,026 | 73,341 | 79,765  | 82,250  | 84,910  |
| 4  | 73,137 | 76,450 | 82,871  | 85,359  | 88,016  |
| 5  | 76,240 | 79,555 | 85,976  | 88,467  | 91,121  |
| 6  | 79,349 | 82,662 | 89,084  | 91,572  | 94,230  |
| 7  | 82,455 | 85,771 | 92,197  | 94,679  | 97,341  |
| 8  | 85,563 | 88,880 | 95,301  | 97,785  | 100,449 |
| 9  | 88,674 | 91,989 | 98,411  | 100,895 | 103,562 |
| 10 | 91,782 | 95,099 | 101,519 | 104,006 | 106,670 |
| 11 | 98,399 | 99,891 | 106,439 | 109,258 | 113,630 |

December 1, 2023 to December 30, 2023 (1.5%)

|    | Е      | D       | С       | В       | Α       |
|----|--------|---------|---------|---------|---------|
| 1  | 64,770 | 68,135  | 74,653  | 77,175  | 79,870  |
| 2  | 67,921 | 71,289  | 77,811  | 80,330  | 83,024  |
| 3  | 71,076 | 74,442  | 80,961  | 83,484  | 86,184  |
| 4  | 74,234 | 77,597  | 84,114  | 86,639  | 89,336  |
| 5  | 77,384 | 80,748  | 87,266  | 89,794  | 92,488  |
| 6  | 80,539 | 83,901  | 90,420  | 92,945  | 95,644  |
| 7  | 83,692 | 87,057  | 93,580  | 96,099  | 98,801  |
| 8  | 86,847 | 90,213  | 96,730  | 99,252  | 101,956 |
| 9  | 90,004 | 93,368  | 99,887  | 102,408 | 105,115 |
| 10 | 93,159 | 96,526  | 103,042 | 105,566 | 108,270 |
| 11 | 99,875 | 101,390 | 108,036 | 110,897 | 115,334 |

# APPENDIX A - Salary Schedule Full-time Grid

January 1, 2024 to June 30, 2024 (0.5%) (If Gain Sharing threshold is met; For all employees actively employed on March 31, 2024)

|    | E       | D       | С       | В       | Α       |
|----|---------|---------|---------|---------|---------|
| 1  | 65,094  | 68,475  | 75,027  | 77,561  | 80,269  |
| 2  | 68,260  | 71,645  | 78,200  | 80,732  | 83,439  |
| 3  | 71,431  | 74,814  | 81,366  | 83,902  | 86,615  |
| 4  | 74,605  | 77,985  | 84,535  | 87,072  | 89,783  |
| 5  | 77,771  | 81,152  | 87,702  | 90,243  | 92,950  |
| 6  | 80,942  | 84,321  | 90,872  | 93,410  | 96,122  |
| 7  | 84,110  | 87,493  | 94,048  | 96,580  | 99,295  |
| 8  | 87,281  | 90,665  | 97,214  | 99,748  | 102,466 |
| 9  | 90,454  | 93,835  | 100,387 | 102,920 | 105,641 |
| 10 | 93,625  | 97,008  | 103,557 | 106,094 | 108,811 |
| 11 | 100,374 | 101,897 | 108,576 | 111,451 | 115,911 |
|    |         |         |         |         |         |

January 1, 2024 to June 30, 2024 (0%) (If Gain Sharing threshold is not met)

|    | Е      | D       | С       | В       | Α       |
|----|--------|---------|---------|---------|---------|
| 1  | 64,770 | 68,135  | 74,653  | 77,175  | 79,870  |
| 2  | 67,921 | 71,289  | 77,811  | 80,330  | 83,024  |
| 3  | 71,076 | 74,442  | 80,961  | 83,484  | 86,184  |
| 4  | 74,234 | 77,597  | 84,114  | 86,639  | 89,336  |
| 5  | 77,384 | 80,748  | 87,266  | 89,794  | 92,488  |
| 6  | 80,539 | 83,901  | 90,420  | 92,945  | 95,644  |
| 7  | 83,692 | 87,057  | 93,580  | 96,099  | 98,801  |
| 8  | 86,847 | 90,213  | 96,730  | 99,252  | 101,956 |
| 9  | 90,004 | 93,368  | 99,887  | 102,408 | 105,115 |
| 10 | 93,159 | 96,526  | 103,042 | 105,566 | 108,270 |
| 11 | 99,875 | 101,390 | 108,036 | 110,897 | 115,334 |

#### **Formulas**

| Article 6.7.1  | Overload Formula:  |
|----------------|--|
| _              | Hours of Instruction  Maximum hours of category range in which the course exists  X Full-time Grid Placement |
| Article 7.6 a) | Non-instructional Time Stipend Formula:  |
| _              | Hours of Instruction  42 hours (lec) or 14 hours (lab)  X Non-instructional Time Rate                        |

#### Non-Instructional Time Rates:

|                 | July 1, 2020 to | April 1, 2023 to  | December 1, 2023 to |
|-----------------|-----------------|-------------------|---------------------|
|                 | March 31, 2023  | November 30, 2023 | December 31, 2023   |
| Instruction     | \$3,373         | \$3,415           | \$3,466             |
| Lab Instruction | \$675           | \$683             | \$694               |

|                 | January 1, 2024 to              | January 1, 2024 to         |
|-----------------|---------------------------------|----------------------------|
|                 | June 30, 2024                   | June 30, 2024 (0%)         |
|                 | (If Gain Sharing threshold is   | (If Gain Sharing threshold |
|                 | met; For all employees actively | is not met)                |
|                 | employed on March 31, 2024)     |                            |
| Instruction     | \$3,483                         | \$3,466                    |
| Lab Instruction | \$697                           | \$694                      |

#### Article 7.12 Retirees Formula:

 $\frac{\text{Hours of instruction}}{\text{Maximum hours of range}} \ \ x \ \ \text{Full-time Grid Placement}$ 

# APPENDIX B - Salary Schedule Part-time Rates

#### July 2020 - March 2023

|                |        | <u>E</u>            | <u>c</u>          |
|----------------|--------|---------------------|-------------------|
| Category 1 - 3 | Step 1 | 91.87               | 109.86            |
|                | Step 2 | 98.39               | 118.75            |
|                | Step 3 | 116.28              | 139.10            |
|                | Step 4 | 135.46              | 161.51            |
| Category 4     | Step 1 | 65.10               | 77.81             |
| catogory .     | Step 2 | 68.93               | 82.38             |
|                | Step 3 | 79.18               | 94.60             |
|                | Step 4 | 92.57               | 110.60            |
|                |        | April 1, 2023 to No | ovember 30, 2023  |
|                |        | <u>E</u>            | <u>c</u>          |
| Category 1 - 3 | Step 1 | 93.02               | 111.23            |
|                | Step 2 | 99.62               | 120.23            |
|                | Step 3 | 117.73              | 140.84            |
|                | Step 4 | 137.15              | 163.53            |
| Category 4     | Step 1 | 65.91               | 78.78             |
|                | Step 2 | 69.79               | 83.41             |
|                | Step 3 | 80.17               | 95.78             |
|                | Step 4 | 93.73               | 111.98            |
|                |        | December 1, 2023 to | December 31, 2023 |
|                |        | <u>E</u>            | <u>c</u>          |
| Category 1 - 3 | Step 1 | 94.41               | 112.90            |
|                | Step 2 | 101.11              | 122.04            |
|                | Step 3 | 119.50              | 142.95            |
|                | Step 4 | 139.21              | 165.98            |
| Category 4     | Step 1 | 66.90               | 79.96             |
|                | Step 2 | 70.84               | 84.66             |
|                | Step 3 | 81.37               | 97.22             |
|                | Step 4 | 95.13               | 113.66            |

# APPENDIX B - Salary Schedule Part-time Rates

January 1, 2024 to June 30, 2024 (If Gain Sharing threshold is met; For all employees actively employed on March 31, 2024)

|                |        | <u>E</u> | <u>C</u> |
|----------------|--------|----------|----------|
| Category 1 - 3 | Step 1 | 94.88    | 113.46   |
|                | Step 2 | 101.62   | 122.65   |
|                | Step 3 | 120.10   | 143.66   |
|                | Step 4 | 139.91   | 166.81   |
|                |        |          |          |
| Category 4     | Step 1 | 67.23    | 80.36    |
|                | Step 2 | 71.19    | 85.08    |
|                | Step 3 | 81.77    | 97.71    |
|                | Step 4 | 95.61    | 114.23   |
|                |        |          |          |

### January 1, 2024 to June 30, 2024 (If Gain Sharing threshold is not met)

|                |        | <u>E</u> | <u>C</u> |
|----------------|--------|----------|----------|
| Category 1 - 3 | Step 1 | 94.41    | 112.90   |
|                | Step 2 | 101.11   | 122.04   |
|                | Step 3 | 119.50   | 142.95   |
|                | Step 4 | 139.21   | 165.98   |
|                |        |          |          |
| Category 4     | Step 1 | 66.90    | 79.96    |
|                | Step 2 | 70.84    | 84.66    |
|                | Step 3 | 81.37    | 97.22    |
|                | Step 4 | 95.13    | 113.66   |

## APPENDIX B - Salary Schedule Part-time Rates

### **Faculty Remuneration for Special Offerings (SO)** (Article 7.11)

|               | July 1, 2<br>March 3 |                | April 1, 2<br>November    |                | December 1 December       | •              |
|---------------|----------------------|----------------|---------------------------|----------------|---------------------------|----------------|
| Therapist     | 0044                 |                | <b>#</b> 040              |                | Ф000                      |                |
| Assistant Lab | \$611 per stud       | aent per lab   | \$619 per stud            | ent per lab    | \$628 per stud            | ient per lab   |
| Paramedic     |                      |                |                           |                |                           |                |
| Lab           | \$650 per stud       | dent per lab   | \$658 per student per lab |                | \$668 per student per lab |                |
|               |                      |                |                           |                |                           |                |
|               | Bachelor's           | Master's       | Bachelor's                | Master's       | Bachelor's                | Master's       |
| SO Rate       | \$91.87              | \$109.86       | \$93.02                   | \$111.23       | \$94.42                   | \$112.90       |
| Overload SO   | #404.00              | <b>#400.04</b> | £402.45                   | <b>6404 57</b> | ¢404.70                   | <b>#400 F0</b> |
| Rate          | \$101.88             | \$132.91       | \$103.15                  | \$134.57       | \$104.70                  | \$136.59       |

|               | January 1, 2024 to June 30, 2024<br>(If Gain Sharing threshold is met;<br>For all employees actively employed<br>on March 31, 2024) |          | January 1, 2024 to June 30, 2024<br>(If Gain Sharing threshold is not met) |          |  |
|---------------|---|----------|--|----------|--|
| Therapist     |   |          |  |          |  |
| Assistant Lab | \$631 per student per lab   |          | \$628 per student per lab  |          |  |
| Paramedic     |   |          |  |          |  |
| Lab           | \$671 per student per lab   |          | \$668 per student per lab  |          |  |
|               | Bachelor's  | Master's | Bachelor's   | Master's |  |
| SO Rate       | \$94.89   | \$113.46 | \$94.42  | \$112.90 |  |
| Overload SO   | , -   | ·        | , -  | ·        |  |
| Rate          | \$105.22  | \$137.27 | \$104.70   | \$136.59 |  |

Formula for part-time and overload special offering:

Number of students x course lecture hours x special offerings hourly rate 10

Formula for part-time special offering lab hours:

Number of students x course lab hours x 40% of the special offerings hourly rate 10

# APPENDIX B - Salary Schedule Part-time Rates

#### **Clinical & Lab Coach Rates**

(Article 7.13)

|                | July 1, 2020 to<br>March 31, 2023 | April 1, 2023 to<br>November 30, 2023 | December 1, 2023 to<br>December 31, 2023 |
|----------------|-----------------------------------|---------------------------------------|--|
| Clinical Rate  | \$70.50                           | \$71.38                               | \$72.45                                  |
| Lab Coach Rate | \$58.81                           | \$59.55                               | \$60.44                                  |

|                | January 1, 2024 to June 30, 2024 (If Gain Sharing threshold is met; | January 1, 2024 to June 30,<br>2024    |
|----------------|---|--|
|                | For all employees actively employed on March 31, 2024)              | (If Gain Sharing threshold is not met) |
| Clinical Rate  | \$72.81   | \$72.45                                |
| Lab Coach Rate | \$60.74   | \$60.44                                |

#### ADDENDUM

### Medicine Hat College Supplementary Employment Insurance Benefit Plan

#### (S.E.I.B.)

- 1. The objective of this plan is to supplement the Employment Insurance benefits of Employees where the Employee is medically unable to work due to the pregnancy and/or birth of the employee's child. Such period of time shall be considered a health-related absence covered by illness leave subject to the Employee's right-of-access to Employment Insurance benefits.
- 2. This plan covers Full-time Regular and Full-time Temporary Employees.
- 3. Benefits payable under the plan are a sum which, combined with gross E.I. benefits and all other earnings, equals one hundred percent (100%) of the employee's weekly earnings. In any week, the total amount of SEIB payments and the weekly rate of E.I. benefits will not exceed one hundred percent (100%) of the Employee's weekly earnings.
- 4. The duration of the benefit is the period of health-related maternity leave, as established and confirmed in writing by the Employee's physician, to a maximum of fifteen (15) weeks, or the Employee's accumulated sickness entitlement, whichever is the lesser.
- 5. In order to qualify for this plan, a pregnant Employee must:
  - a. provide the Employer with a certificate of a duly qualified medical practitioner certifying the duration of the health-related leave;
  - b. provide the Employer with proof that the employee has applied for, and is in receipt of Employment Insurance benefits. (Satisfactory proof will be the provision of a cheque stub from Human Resources Development Canada.)
- 6. During the period of maternity leave, an Employee who qualifies is entitled to a maternity leave allowance in accordance with the SEIB plan as follows:
  - a. For the first two (2) weeks waiting period, or the Employee's accumulated sickness entitlement, whichever is the lesser, the Employee shall receive one hundred percent (100%) of the employee's weekly rate of pay;
  - b. For up to a maximum of thirteen (13) weeks, or the remainder, if any, of the Employee's accumulated sickness entitlement, whichever is the lesser, payments equivalent to the difference between E.I. benefits the Employee is eligible to receive one hundred percent (100%) of the employee's weekly rate of pay. Normally, the health-related portion of the leave is a maximum of six (6) weeks post-delivery unless extenuating circumstances exist.
- 7. Employees do not have a right to SEIB payments, except for supplementation of E.I. benefits for the unemployment period as specified in paragraph 4 of the plan.
- 8. This plan is financed solely by the Employer from general revenues. Separate accounting procedures will be implemented for SEIB payments.

#### **ADDENDUM S.E.I.B, continued**

- 9. This plan shall remain in effect subject to continued compliance and approval with the requirements of the Human Resources Development Canada.
- 10. Human Resources Development Canada shall be notified in writing within thirty (30) days of any changes to this plan and the effective date of such changes.
- 11. The following deductions shall be made from the Supplementary Employment Insurance Benefit, as applicable:

\*Income Tax \*Dental Plan
\*L.A.P.P. \*Faculty dues

\*Group Insurance

- 12. Employees in receipt of SEIB payments shall not be entitled to receive leave for other purposes (i.e. compassionate leave) during the period of leave related to maternity.
- 13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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