

MEDICINE HAT
COLLEGE



MEDICINE HAT COLLEGE

COLLECTIVE AGREEMENT

Between

FACULTY ASSOCIATION

and

BOARD OF GOVERNORS

July 1, 2024 – June 30, 2028

TABLE OF CONTENTS

ARTICLE 1	1
DEFINITIONS	1
ARTICLE 2	3
EMPLOYEE COVERAGE	3
ARTICLE 3	4
TERMS OF THE COLLECTIVE AGREEMENT	4
ARTICLE 4	5
GENERAL TERMS OF EMPLOYMENT	5
ARTICLE 5	11
PROFESSIONAL RESPONSIBILITIES	11
ARTICLE 6	14
WORKLOAD	14
ARTICLE 7	19
SALARY AND STIPENDS	19
ARTICLE 8	25
BENEFITS	25
ARTICLE 9	30
GENERAL HOLIDAYS AND VACATION	30
ARTICLE 10	31
LEAVES	31
ARTICLE 11	33
PROOF OF ILLNESS	33
ARTICLE 12	34
PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY	34
ARTICLE 13	38
FACULTY EVALUATION	38
ARTICLE 14	43
DISCIPLINE	43
ARTICLE 15	44
TERMINATION OF APPOINTMENT	44
ARTICLE 16	46
GRIEVANCE PROCEDURE	46
ARTICLE 17	48
MEDIATION AND ARBITRATION	48
ARTICLE 18	50
GENERAL CLAUSES	50
APPENDIX A - SALARY SCHEDULE	52
APPENDIX B - SALARY SCHEDULE	55
ADDENDUM	59
SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFIT PLAN	59

ARTICLE 1

Definitions

- 1.1 **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.
- 1.2 **Associate Dean** means an administrator appointed by the College to be responsible for the administration of academic areas within a school or department as assigned by the Dean.
- 1.3 **Calendar Days** means each day on the calendar, inclusive of weekends, holidays, and College closures.
- 1.4 **College Board** or **Board** means the Board of Governors of Medicine Hat College established pursuant to the provisions of the *Post-Secondary Learning Act*.
- 1.4.1 **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.
- 1.5 **College President** means an administrator appointed by the College Board to be the President and Chief Executive Officer of Medicine Hat College in accordance with the *Post-Secondary Learning Act*.
- 1.6 **Contact Hour** means a period of not less than fifty minutes and not more than sixty minutes spent by a Faculty member during scheduled in-person, online, or flexible delivery mode, in lecture, laboratory, seminar, or other group or individual instruction.
- 1.7 **Dean** means an administrator appointed by the College to be responsible for a school or department. For the term of this agreement, the **Dean** may mean the Associate Dean, the Manager, or the designate to whom the Faculty member reports.
- 1.8 **Faculty** or **Faculty member** means an academic staff member employed by the College pursuant to the *Post-Secondary Learning Act* or in accordance with the *Labour Relations Code* or as agreed to by the parties of this collective agreement. Existing designated categories are instructors, Academic Chairs, Program Coordinators, or any other employee designated as such by mutual agreement of the Faculty Association and the College.
- 1.9 **Faculty Association** means the Faculty Association of Medicine Hat College, which is established pursuant to the provisions of the *Post-Secondary Learning Act* and is the statutory bargaining agent of the academic staff of Medicine Hat College pursuant to the provisions of the *Labour Relations Code*. It is the official body representing Faculty members designated in accordance with Article 4. 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, a volunteer union steward as authorized by the Faculty Association, or a labour relations professional employed by or consulting to the Faculty Association.
- 1.10 **Manager** means an administrator appointed by the College to be responsible for the administration of academic services and/or program area(s).
- 1.11 **Non-instructional Time** refers to all time outside of Contact Hours, exclusive of vacation, that encompasses the responsibilities of a Faculty member as outlined in Article 5.

- 1.12 **Professional Development** includes, but is not limited to, activities that:
- enhance currency, relevancy, and expertise in the Faculty member's discipline(s);
 - enhance pedagogical effectiveness and currency; and/or
 - enhance personal growth as a professional and/or scholar.
- 1.13 **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.
- 1.14 **Scholarship** means research or scholarly activities that occur through processes of discovery, integration, application, and teaching which are disseminated through peer-reviewed venues.
- 1.15 **Semester** means a period of time in which a major unit of instruction is delivered. The College's academic year is divided into semesters; their lengths are recommended by General Academic Council and approved by the College President. They are normally as follows:
- Summer Semester – July through August
Fall Semester – late August or early September through December
Winter Semester – January through April
Spring Semester – late April or early May through June
- 1.16 **Vice President Academic** means the chief academic officer appointed by the College.
- 1.17 **Working Days** mean the normal business 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.

ARTICLE 2
Employee Coverage

- 2.1 This collective agreement applies to all 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 covered by this collective agreement will be required to pay dues. The College will deduct dues at a rate determined by the Faculty Association. These dues will be remitted to the Faculty Association by the College within ten (10) Working Days of being deducted. The Faculty Association will provide the College with sixty (60) Calendar Days' notice of any changes to the dues deductions.
- 2.4 **Access to Information**
The Faculty Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this provision will not be published or otherwise used or made available in ways that could result in the identification of individual academic staff members. The College will provide the Faculty Association with the name, MHC email address, appointment, appointment type (Full-time Regular, Full-time Term-certain, Part-time Temporary, or Part-time Recurring category), school, and Faculty Association dues of current Faculty members on a monthly basis. The Faculty Association agrees to indemnify and save the College harmless against any claim or liability arising out of the application of this clause.

ARTICLE 3
Terms of the Collective Agreement

3.1 Term of this Collective Agreement

This collective agreement will take effect July 1, 2024, and will remain in full force and effect until June 30, 2028, and will 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 will 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 The parties may mutually agree to commence collective bargaining earlier, in accordance with the *Labour Relations Code*.

3.2.3 Any specific item may be opened for re-negotiation at any time by mutual agreement of the parties concerned.

3.2.4 Any time limits set out in this Article may be extended by mutual agreement of the parties concerned.

3.3 Management Rights and Responsibilities

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.

3.4 Spokespersons

The College President or designate is the official spokesperson for the College, and the Faculty Association President or designate is the official spokesperson for the Faculty Association.

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 will be made by a letter from the College President or designate which may be sent electronically. This letter of appointment will state the type of appointment, grade and grid position, salary, conditions of employment, and effective dates of appointment. Part-time appointments will also include Contact Hours, workload assignment, and effective end date of the appointment. The letter of appointment will include a link to the online collective agreement.

4.2 Appointment Types

4.2.1 Full-time Regular

Full-time Regular appointments are the appointments of Faculty members employed for an indefinite term and subject to successful completion of a probationary period as determined by the College in accordance with this Collective Agreement. Upon completion of the probationary period, these appointments are to continue from year to year unless terminated according to Article 15 of this collective agreement.

- i. Successful completion of the probationary period is subject to the following terms and conditions:
 - a. that the Faculty member successfully complete twenty-four (24) months of active probation. In the event that the Faculty member takes a leave of absence in accordance with Article 10, the probation period will be paused and will recommence from that point once the Faculty member returns from the leave;
 - b. that, during probation, the Faculty member maintain a full-time workload;
 - c. that the Faculty member successfully complete the applicable conditions of employment designated in the letter of appointment;
 - d. that the Faculty member successfully complete the evaluation process in accordance with Article 13;
 - e. that the Faculty member has their probationary status removed by the College at a Senior Academic Leadership meeting, which will normally occur in the month prior to the end of the probationary period; and
 - f. in the event the Faculty member is not able to complete all evaluation processes by the end of the second probationary year, or for any reason during a given semester the Faculty member receives no teaching assignment, the probationary period will be extended to meet this requirement.

- ii. Failure to meet any of the foregoing terms and conditions of employment may result in either the College extending the probation period for such period of time as determined appropriate by the College or termination of the Faculty member's employment.

For further clarity, the College may terminate a probationary Faculty member's employment at any time for just cause or if the probationary Faculty member's work performance, quality of work, or interpersonal conduct is unsatisfactory.

- iii. Upon successfully meeting all requirements in 4.2.1(i), the Full-time Regular Faculty member will be employed thereafter unless terminated in accordance with this collective agreement.

Following the successful completion of all probationary requirements, the Full-time Regular Faculty member will receive a letter confirming continued employment and the end of probation.

- iv. Normally, only Faculty with a regular appointment who have successfully completed their probation period are eligible to be nominated to serve as members of the College Board.

4.2.2 Part-time Recurring

Part-time Recurring appointments are the appointments of Faculty members employed on a Part-time, term-certain term and subject to successful completion of a probation period as determined by the College in accordance with the Collective Agreement. Part-time Recurring appointments are normally subject to renewal unless conditions triggering the operation of Article 15 apply. Part-time Recurring appointments teach a minimum of fifty (50) to a maximum of ninety (90) percent of a full-time annual instructional workload.

Part-time Recurring Faculty members will be hired for a minimum of nine (9) months but less than twelve (12) months per academic year and each recurring appointment will automatically terminate at the time designated in the letter of appointment unless mutually agreed upon between the Faculty member and the College.

Part-time Recurring appointments will be made only when it is not practical to cover teaching assignment(s) with Full-time Faculty.

- i. Successful completion of the probationary period is subject to the following terms and conditions:
 - a. that the Faculty member successfully complete twenty-four (24) months of active probation. In the event that the Faculty member takes a leave of absence in accordance with Article 10, the probation period will be paused and will recommence from that point once the Faculty member returns from the leave;
 - b. that, during probation, the Faculty member maintain a workload of fifty (50) to a maximum of ninety (90) percent of a full-time annual instructional workload;
 - c. that the Faculty member successfully complete all applicable additional conditions of employment, as outlined in the letter of appointment;

- d. that the Faculty member successfully completes the evaluation process in accordance with Article 13;
 - e. that the Faculty member has their probationary status removed as exclusively determined by the College at a Senior Academic Leadership meeting, which will normally occur in the month prior to the end of the probationary period; and
 - f. in the event the Faculty member is not able to complete all evaluation processes by the end of the second probationary year, or for any reason during a given semester the Faculty member receives no teaching assignment, the probationary period will be extended to meet this requirement.
- ii. Failure to meet any of the foregoing terms and conditions of employment may result in either the College extending the probation period for such period of time as determined appropriate by the College or termination of the Faculty member's employment.

For further clarity, the College may terminate a probationary Faculty member's employment at any time for just cause or if the probationary Faculty member's work performance, quality of work, or interpersonal conduct is unsatisfactory.

- iii. Following successful completion of all probationary requirements, the Part-time Recurring Faculty member will receive a letter confirming continued employment and the end of probation.

4.2.2.1 Workload Reduction

A reduction in workload below fifty (50) percent, for a period of one (1) academic year or less will 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.

4.2.2.2 Limitations

The following Articles do not apply to Part-time Recurring appointments:

Article 9	General Holidays and Vacation
Article 10	Leaves
Article 12.4	Individual Allotment
Article 12.5	Sabbaticals and Short-term Study Reassignments
Addendum	Supplementary Employment Insurance Benefit Plan

Part-time Recurring appointments will be eligible for unpaid job-protected leaves as provided in accordance with the *Employment Standards Code*.

4.2.3 Full-time Term-certain

Full-time Term-certain are the appointments of Faculty members employed for a specific period of time and for any of the purposes listed below. Such appointments do not qualify for regular status and automatically terminate at the time designated in the letter of appointment.

- i. Full-time Term-certain appointments may be made:
 - a. to replace Full-time Regular Faculty on Sabbatical or approved Leaves;
 - b. to replace workload reassignments and/or workload releases;
 - c. for programs whose ongoing enrolment is uncertain;
 - d. for programs that have not been permanently funded or given ongoing approval by the Alberta Government Ministry responsible for Post-secondary institutions; or
 - e. for other reasons only with the approval of the Dean.

4.2.3.1 Limitations

The following Articles do not apply to Full-time Term-certain appointments:

Article 10.6.a,b,c	Leaves without Pay
Article 12.4	Individual Allotment
Article 12.5	Sabbaticals and Short-term Study Reassignments
Addendum	Supplementary Employment Insurance Benefit Plan

Full-time Term-certain appointments will be eligible for unpaid job-protected leaves as provided in accordance with the *Employment Standards Code*.

4.2.4 Part-time Temporary

Part-time Temporary appointments are the appointments of Faculty members employed for a definite term and 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. Part-time appointments will be made only when it is not practical to cover teaching loads with Full-time Faculty.

4.2.4.1 Limitations

The following Articles do not apply to Part-time Temporary appointments:

Article 9	General Holidays and Vacation
Article 10	Leaves
Article 12.4	Individual Allotment
Article 12.5	Sabbaticals and Short-term Study Reassignments
Addendum	Supplementary Employment Insurance Benefit Plan

Part-time Temporary appointments will be eligible for any unpaid job-protected leaves provided in accordance with the *Employment Standards Code* for the duration of the appointment.

4.3 Academic Chairs

4.3.1 Academic Chairs are appointed for a fixed term and are selected by the Dean. Where more than one qualified and suitable applicant applies, a competitive process for selection that includes Faculty representation from the relevant program area(s) will be undertaken. 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.

4.3.2 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 Dean and the Academic Chair and approved by the Vice President Academic. Normally, the term will not exceed two (2) consecutive appointments or six (6) years.

4.3.3 Return to Regular Instructional Duties

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

4.4 Program Coordinators

4.4.1 Program Coordinators are appointed for a fixed term and are selected by the Dean. Where more than one qualified and suitable applicant applies, a competitive process for selection that includes Faculty representation from the relevant program area(s) will be undertaken. 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. The College will consult with the Faculty Association on the roles and responsibilities of the Program Coordinator.

4.4.2 Term of the Program Coordinator Appointment

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

4.4.3 Return to Regular Instructional Duties

- i. If the Program Coordinator wishes to return to a full-time instructional position, written notification will be provided by April 15th.
- ii. If the Dean elects to return the Program Coordinator to their full-time instructional position, normally written notification will be provided by April 15th. Otherwise, two (2) months' written notification or two (2) months' stipend pay in lieu of notice will be provided.

4.5 **Personnel Files**

Access to a Faculty member's personnel file will be granted within a reasonable time.

ARTICLE 5
Professional Responsibilities

5.1 Full-Time Faculty (Regular and Term-certain)

5.1.1 Presence on Campus

Full-time Faculty will, in addition to Contact Hours, participate in program-specific and committee work, as well as 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 Plan. Faculty are encouraged to attend special events celebrating the achievements of students and colleagues. Meetings that require Faculty's attendance will not normally be held between July 1st and August 15th.

Every Full-time Faculty member is expected to be on campus a minimum of fourteen (14) Calendar Days prior to the first day of Fall classes in accordance with the College calendar unless otherwise arranged in advance with the Dean.

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

5.1.4 Non-instructional Duties

Other professional responsibilities of Faculty members include, but are not limited to: preparation of classes, grading and student assessment, office hours, required scholarly activity, research, curriculum improvement, course development and redevelopment, program review, program and school meetings, and service to the College, or other duties as approved by the Dean. Individual professional developmental and discretionary scholarly activities may be arranged only after obligations to the teaching responsibilities are fulfilled.

5.1.5 Scholarship

For Faculty teaching within collaborative or autonomous baccalaureate degree programs, there is an expectation that they undertake research and scholarly activities which lead to peer reviewed outputs. As part of their annual professional development planning, Faculty who teach within collaborative or autonomous baccalaureate 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**

The 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, the 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 Recurring Faculty**

5.2.1 **Presence on Campus**

Part-time Recurring Faculty may, in addition to Contact Hours, participate in program-specific and committee work, as well as other administrative duties related to their course(s) and program. Part-time Recurring Faculty are encouraged to attend special events celebrating the achievements of students and colleagues. Part-time Recurring Faculty are not required to attend meetings held outside their term of appointment.

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

5.2.4 **Non-instructional Duties**

Other professional responsibilities of Part-time Recurring Faculty members include, but are not limited to: preparation of classes, student assessment and grading, office hours, program and school meetings, or other duties as approved by the Dean.

5.3 **Part-time Temporary Faculty**

5.3.1 **Presence on Campus**

Part-time Temporary Faculty may, in addition to Contact Hours, participate in program-specific and committee work, as well as 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 will make time available to meet students for course counselling outside of regularly scheduled classes.

5.3.4 **Non-instructional Duties**

Other professional responsibilities of Part-time Temporary Faculty members include, but are not limited to: preparation of classes and student assessment and grading.

5.4

Travel on College Business

Travel related to instructional duties or College business as pre-authorized by the Dean or designate will be paid in accordance with College policy and/or subject to funding limits of Article 12.

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 Contact Hours. Within a particular school or program, there will 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 Contact Hours assigned to Faculty. To address 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, will determine the specific Faculty member's workload and initial assignment. In accordance with Article 6.2 e), 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, Sabbaticals, Short-term Study Reassignments, 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 will 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 will meet with the Vice President Academic to review them. Workload for Full-time Faculty members will be set by May 31 of the preceding academic year.
- c) 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.
- d) Once the school's workloads have been prepared, the workloads will be distributed to the school as information by June 15.
- e) Any increase in workload hours beyond the value approved for the specific Full-time Regular Faculty member after July 15, even within the member's category's range, will constitute an overload for that year and will be arranged in accordance with 6.6.1.

- f) Following approval by the Vice President Academic, information regarding College workload assignments will be made available to the Faculty Association.

6.3 In considering annual school workloads, the following schedule will be a guide for Faculty Contact Hours as defined in Article 1.6:

WORKLOAD SCHEDULE - JULY 1, 2024 - JUNE 30, 2028	
CATEGORY	RANGE OF HOURS
CATEGORY 1 Courses within 4-year, government approved collaborative or autonomous degree programs or courses applicable for university transfer within the Canadian university system (excluding those listed in category 3 and 4).	Minimum: 420 hrs. 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. Maximum: 504 hrs.
CATEGORY 3 Courses within government approved art and design credentials.	Minimum: 504 hrs. 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. 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. 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 (including the employer portion of government mandatory employment related costs) and, where applicable, benefits (in accordance with Article 8) of the replacement(s), pro-rated to the Faculty Association executive member's workload release for Faculty Association work.

- c) Where:
 - i. the replacement is a current Full-time Faculty member that has been assigned an overload or a stipend to replace the Faculty Association executive member's release, the Faculty Association will only be responsible for the stipend or overload actual costs and will not be responsible for the cost of the replacement's benefits.
 - ii. 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).
- d) The Faculty Association will submit the names and corresponding release required (including, if any, requests for release beyond 50% allocation) to the Vice President Academic as soon as possible for each academic year, but in any event, on or before June 16th of each academic year. The workload release will be based on the member's existing category.
- e) The hiring or assignment of the replacement(s) will follow the normal hiring/operational procedures for Faculty.

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 Underload

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

6.6.3 Teaching during Non-instructional Time

Administration has the right to assign work 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 Full-time Faculty member and the Vice President Academic, may consider offering an additional course assignment during the Spring or Summer Semesters. For programs that are atypically scheduled, the Fall and Winter Semesters may be considered. Any teaching assignment that is agreed to take place during Non-instructional Time will receive payment as per Article 7.8 of this collective agreement.

6.6.4 Course Secondment

If a Faculty member teaches a course for a university or other college, this may be done either as an overload or as part of the member's 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.

6.6.5 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 will not be required to offer more than one full course during an evening or on Saturday without the Faculty member's approval.

6.6.6 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.

6.6.7 Flexible Learning

When an in-person or online course is delivered in a flexible learning modality (as defined by the College calendar) for the first time by a Faculty member, that Faculty member delivering the course will be provided twelve (12) hours of additional workload.

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 will 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 Facultywill be considered when offering assignments.

- c) The Faculty member will recognize and consider both the interests and purpose of the College. When offered assignments, Faculty members will consider such things as:
 - i. the recognized responsibility to participate in off-campus assignments, and
 - ii. the right of consent, which will not be unreasonably withheld.
- 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 will be reimbursed for inter-campus travel in accordance with the College's travel policy.

6.8 Academic Chair 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.

6.9 Program Coordinator Workload

Normally, Program Coordinators will 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.

ARTICLE 7
Salary and Stipends

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 July 1, 2024, a general wage increase of 3% to all classifications in the Salary Grid;
- Effective July 1, 2025, a general wage increase of 3% to all classifications in the Salary Grid;
- Effective July 1, 2026, a general wage increase of 3% to all classifications in the Salary Grid; and
- Effective July 1, 2027, a general wage increase of 3% to all classifications in the Salary Grid.

All general wage increases each year, as applicable, will be applied to all salary scales, salary maxima and minima, stipends (non-instructional time rates), and incremental values.

Except for benefit increases, retroactivity for all monetary increases will be applicable to all Association members that are employed on the date of ratification of a new collective agreement.

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 July 1, 2024, a general wage increase of 3% to all classifications in the Salary Grid;
- Effective July 1, 2025, a general wage increase of 3% to all classifications in the Salary Grid;
- Effective July 1, 2026, a general wage increase of 3% to all classifications in the Salary Grid; and
- Effective July 1, 2027, a general wage increase of 3% to all classifications in the Salary Grid.

All general wage increases each year, as applicable, will be applied to all salary scales, salary maxima and minima, stipends (non-instructional time rates), and incremental values.

Except for benefit increases, retroactivity for all monetary increases will be applicable to all Association members that are employed on the date of ratification of a new collective agreement.

7.3 **Qualifications and Verification for Grade Placement for all 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 (IQAS), or an equivalent assessment service as determined by the College in order to be valid and recognized by the College.

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

7.4 **Special Approval**

The Vice President Academic or designate reserves the right to grant a Faculty member higher than normal initial grade/step placement on the grid.

7.5 **Pay Grades for Full-time Faculty**

Pay grades in Appendix A will be defined below with respect to a Faculty member's educational 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

7.6 **Requirements for Initial Step Placement for Full-time Faculty**

7.6.1 **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.

7.6.2 **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.

7.6.3 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 will be considered for credit at the rate of one increment for each two (2) years of approved experience to a maximum of six (6) increments.

7.6.4. A combination of Articles 7.6.1, 7.6.2, and 7.6.3 will not exceed six (6) increments.

7.7 Advancement on the Salary Grid

- a) Advancement 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 denying advancement on the grid will be delivered to the Faculty member no later than the first day of April of the preceding academic year. Examples of just cause would include failure to follow the established policies for Faculty evaluations (Article 13), failure to meet conditions of employment as identified in the employment contract, or unsatisfactory instructional performance.
- b) Advancement to the next step on the salary grid will follow for Full-time Regular Faculty at the completion of a full year's satisfactory service with the College, up to a grade maximum. Advancements 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) Change in Academic Qualifications
 - i. In advance of pursuing a credential, a Faculty member must submit a request to receive approval for advancement on the salary grid. The request is submitted to the Dean who will review the request to ensure the academic qualification meets the requirements in accordance with Article 7.3, and will provide a recommendation to the Vice President Academic or designate. Such written approval must be obtained, otherwise movement on the grade will not occur.
 - ii. New Faculty pursuing a credential that have commenced their studies prior to their start date will submit a request as outlined in 7.7.c) i) within three (3) months of their start date.
 - iii. If a Faculty member's academic qualifications change during the year and the Faculty member is entitled for movement to another grade, proof of the following requirements must be submitted to Human Resources and approved by the Vice President Academic or designate:
 - Grade A or Grade C movement: completion of all requirements outlined in Article 7.3 and the designation has been awarded or conferred.
 - Grade B or Grade D movement: completion of all requirements as outlined in Article 7.3.

Once approved, the grade adjustment will be effective the first day of the month following receipt of these requirements in Human Resources.

7.8 **Course Stipends**

The Dean, with the agreement of the Full-time Faculty member and the Vice President Academic, may consider offering an additional course assignment during the Spring or Summer Semesters. For programs that are atypically scheduled, the Fall and Winter Semesters may be considered.

The College will pay a stipend above the Faculty member's regular salary in accordance with Appendix A – Formulas.

7.9 **Payments**

Annual salary for Full-time Regular and Full-time Term-certain Faculty will be paid in equal monthly installments after appropriate deductions have been made. Salaries for Part-time Recurring and Part-time Temporary Faculty will be paid in the same manner during the period of appointment. Monthly salary will be paid three (3) banking days prior to the end of the month.

7.10 **Full-time Term-certain Faculty**

Full-time 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. These 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.

7.11 **Part-time Faculty Salary Schedule (Appendix B)**

- a) All Part-time salaries include an allowance for holiday pay and employee benefits.
- b) A Part-time Faculty member who teaches in the workload range will receive a salary equitable to a Full-time Faculty member.
- c) Part-time Faculty pay will be calculated based on Contact Hours multiplied by the hourly rate.

7.12 **Pay Grades for Part-time Faculty (Appendix B)**

Pay grades in Appendix B will be defined as below with respect to a Faculty member's educational qualifications:

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

7.13 **Requirements for Step Placement for Part-time Faculty**

a) Initial Grid Placement (Step 1)

Part-time Faculty will be initially placed at Step 1 unless service increments in 7.13 b, c, or d are met.

b) 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 the College will 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).

c) 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, will 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).

d) Service Increment (Step 4)

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, will 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).

7.14 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 will be remunerated at the following rates:

a) 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.

7.15 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.

7.16 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).

- 7.17 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 Benefits for Full-time Regular Faculty

Eligible Full-time Regular Faculty will be entitled to the following benefits and the costs of premiums for these benefits will be shared by the College and Faculty members on the following basis:

Benefit	College	Employee
Extended Health Insurance	100%	
Dental Insurance	75%	25%
Group Life Insurance	100%	
Accidental Death and Dismemberment Insurance	100%	
Long Term Disability Insurance		100%
Health and Wellness Spending Account	100%	
Employee and Family Assistant Program	100%	

8.2 Benefits for Full-time Term-certain Faculty

Eligible Full-time Term-certain Faculty will be entitled to the following benefits, during the term of their appointment only, and the costs of premiums for these benefits will be shared by the College and Faculty members on the following basis:

Benefit	College	Employee
Extended Health Insurance	100%	
Dental Insurance	75%	25%
Group Life Insurance	100%	
Accidental Death and Dismemberment Insurance	100%	
Long Term Disability Insurance		100%
Health and Wellness Spending Account	100%	
Employee and Family Assistant Program	100%	

Full-time Term-certain Faculty are not eligible to participate in the Local Authorities Pension Plan (LAPP).

8.3 Benefits for Part-time Recurring Faculty

Eligible Part-time Recurring Faculty will be entitled to the following benefits during the term of their appointment only, and the costs of premiums for these benefits will be shared by the College and Faculty members on the following basis:

Benefit	College	Employee
Extended Health Insurance	100%	
Dental Insurance	75%	25%
Group Life Insurance	100%	
Accidental Death and Dismemberment Insurance	100%	
Long Term Disability Insurance		100%
Health and Wellness Spending Account	100%	
Employee and Family Assistant Program	100%	

The College will pay a proportional portion of the premium costs contained above in subsection 8.3 for Part-time Recurring Faculty pro-rated to the Faculty member's FTE. The College's proportional portion of the premium will be equal to the annual percent of workload times the rate described above in subsection 8.3.

Part-time Recurring Faculty are not eligible to participate in the Local Authorities Pension Plan (LAPP).

During the part of the calendar year that the Part-time Recurring Faculty member is not actively employed with the College, they will have the option to purchase benefits to maintain their health and dental benefit coverage at no cost to the College.

8.4 **Benefits for Part-time Temporary Faculty**

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, will be entitled to the following benefits during the term of their appointment only. The costs of premiums for these benefits will be shared by the College and Faculty members on the following basis:

Benefit	College	Employee
Extended Health Insurance	100%	
Dental Insurance	75%	25%
Group Life Insurance	100%	
Accidental Death and Dismemberment Insurance	100%	
Long Term Disability Insurance		100%
Health and Wellness Spending Account	100%	
Employee and Family Assistant Program	100%	

The College will pay a proportional portion of the premium costs contained above in subsection 8.4 for Part-time Temporary Faculty pro-rated to the Faculty member's FTE. The College's proportional portion of the premium will be equal to the annual percent of workload times the rate described above in subsection 8.4.

Part-time Temporary Faculty are not eligible to participate in the Local Authorities Pension Plan (LAPP).

8.5 The College's benefit plan includes:

a) Vision Care

A Vision Care Plan with a three hundred dollar (\$300) maximum coverage in accordance with the plan documents for each eligible participant, and an eye exam maximum of seventy dollars (\$70) every twenty-four (24) months.

Effective July 1, 2026, 8.5 a) will be amended to read:

A Vision Care Plan with a three hundred dollar (\$300) maximum coverage in accordance with the plan documents for each eligible participant, and an eye exam maximum of one hundred dollars (\$100) every twenty-four (24) months.

b) Prescription Drug Coverage

c) Dental Plan

The dental plan includes the basic dental plan, plus fifty percent (50%) Extensive Dentistry and fifty percent (50%) Orthodontics for dependent children. There is an orthodontic lifetime maximum of two thousand five hundred dollars (\$2,500). Dental reimbursement is in accordance with the provider's Usual and Customary Dental Fee Schedule.

d) Paramedical Coverage (excluding Psychologists/Social Workers)

Effective July 1, 2026, paramedical coverage, excluding Psychologists and Social Workers, with a combined annual maximum of one thousand five hundred dollars (\$1500) per participant with no per visit maximum, nor any limit on the number of visits.

e) Psychologists/Social Workers

Effective July 1, 2026, coverage for Psychologists and Social Workers to a maximum of one thousand dollars (\$1000) per benefit year per participant, with no per visit maximum, nor any limits on the number of visits.

f) Diabetic Supplies

g) Health and Wellness Spending Account

An eight hundred fifty dollar (\$850) Health and Wellness Spending Account per eligible Faculty member each benefit year with a maximum one (1) year carryover on June 30th. 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.

Effective July 1, 2026, Article 8.5 g) will be amended to read:

A nine hundred dollar (\$900) Health and Wellness Spending Account per eligible Faculty member each benefit year with a maximum one (1) year carryover on June 30th. 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.

h) Life Insurance

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).

8.6 The College has the right to change insurance carriers and/or plans, provided comparable levels of benefits are available. The College will notify the Faculty Association of any changes to the benefits carrier through joint consultation meetings.

8.7 **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.

8.8 Long-Term Disability Insurance

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 or 8.2 (respective to the appointment type). 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.

The College will continue to pay the cost shared premiums for the benefits listed in Article 8.1 or 8.2 (respective to appointment type) for a period not to exceed one (1) year while an eligible individual is on total disability. For Full-time Term-certain Faculty appointments, this will only apply during the term of appointment.

Notwithstanding Article 8.5 above, if and when the College wishes to change the Insurer for Long Term Disability insurance, the selection of the insurance plan will be by mutual agreement between the College Board and Faculty Association.

8.9 Employment Insurance Premium Reduction Program

The College participates in the Employment Insurance Premium Reduction Program as offered through Service Canada which is related to the short-term disability benefit. This allows the College 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 30th 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 the College 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 and scholarly activities of their members.

8.10 Tuition Waivers

8.10.1 Full-time Regular and Full-time Term-certain Faculty members

- a) Full-time Regular and Full-time Term Certain Faculty members, the member's spouse or common law partner, and eligible dependents are eligible for a tuition waiver(s) for a course(s) taken at Medicine Hat College.

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.

- b) 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.
- c) 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.

- d) 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 tuition waivers apply.

8.10.2 Part-time Recurring and Part-time Temporary Faculty members

- a) Part-time Recurring and Part-time Temporary Faculty members are eligible for tuition waiver(s) for a course(s) taken at Medicine Hat College provided the member is instructing a minimum of two (2) credit courses per Semester (or a minimum of six (6) Contact Hours per week) during the Semester in which the Faculty member is employed. These are provided for the Part-time Faculty member only.
- b) 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.
- c) Credit courses taken by an eligible Faculty member will receive a benefit of fifty percent (50%) waiver of tuition.
- d) Non-Credit Course(s) taken by an eligible Faculty member will receive a benefit of fifty percent (50%) of tuition. All non-credit courses must be self-supporting from participants paying full tuition before tuition waivers apply.

8.10.3 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.

8.10.4 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
General Holidays and Vacation

9.1 General Holidays

Faculty Association members covered by this collective agreement will 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, and
Four (4) days at the College's discretion, which will normally occur during the College's holiday closure in December.

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 will 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 member. All Full-time Faculty are expected to be on campus a minimum of fourteen (14) Calendar Days prior to the first day of Fall classes in accordance with the College calendar unless otherwise arranged in advance with the Dean, whose permission will not be unreasonably withheld.
- c) Vacation time cannot be carried over from one contract year to the next. The maximum annual vacation time taken by a Faculty member cannot exceed forty-four (44) days.

ARTICLE 10

Leaves

10.1 Illness Leave

A Full-time Faculty member will be entitled to a maximum of one hundred twenty (120) Calendar Days of paid illness leave due to a physical or mental illness that causes them to be unable to perform the core functions of their position and the illness is not covered by the *Workers' Compensation Act*. 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 will be reinstated immediately in the case of an unrelated illness. This entitlement will be reinstated after three (3) months have elapsed since the Faculty member's return to work for recurring illness.

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

A Part-time Faculty member will not be entitled to paid illness leave.

10.2 Maternity and/or Parental Leave

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

The current salary x number of days worked
260 working days per year

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

10.3 Bereavement Leave

At the request of a Faculty member, bereavement leave of up to five (5) Working Days, including travel, with pay will be allowed in the event of the death of any family member as defined by the *Employment Standards Code's Regulation* Alta. Reg. 14/1997 s.54.1 as amended from time to time.

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

10.4 Special Leave

At the request of a Faculty member and following an approval by the Dean, Special Leave for job-protected leaves within the *Employment Standards Code* 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 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 will be allowed leave of absence with pay, but fees received by the Faculty member will 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 of Absence**

- a) A Full-time Regular Faculty member who has completed the probationary period may request, in writing, a partial or full leave of absence for up to two (2) years with or without pay to their Dean. The Dean will review the request with Human Resources and make a recommendation to the Vice President Academic for a decision regarding the leave and advancement, or otherwise, on the salary grid. Human Resources 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 without pay, the College will cover the College'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 (in accordance with pension regulations), and Long-Term Disability Insurance (if eligible in accordance with the insurance policy). The Faculty member 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 will confirm written intent to return to College employment, no later than ninety (90) Calendar Days prior to the conclusion of the leave. Such written notice will be sent to the Vice President Academic. If such written confirmation is not received, the College will have considered that the Faculty member has resigned from College employment effective at the conclusion of the leave.
- d) An eligible Faculty member will be entitled to a leave without pay for any of the various types of leave contemplated by the *Employment Standards Code*, as amended from time to time.

ARTICLE 11
Proof of Illness

- 11.1 To obtain illness leave benefits as described in Article 10, the College requires a medical note for illness leave of more than three (3) days. The College may require a Faculty member to provide additional medical information, other satisfactory proof of illness, or undergo a medical examination. The College may also require the Faculty member 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 a Faculty member is required, pursuant to this Clause, to provide additional medical information or proof of illness or attendance at an appointment, the Faculty member will be advised prior to returning to work.
- 11.2
- a) The College may require that a Faculty member 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 a Faculty member 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 will contain conclusions and recommendations relating to any limitation or restrictions concerning the Faculty member's ability to perform the duties of the position and the medical information leading to those conclusions.
 - c) The College is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 11.2(a).
- 11.3 Pursuant to Clause 11.2, Faculty members will 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 will be paid by the College. A copy of the report of the Medical Board will be sent to the Faculty member's physician.

ARTICLE 12
Professional Development and Scholarly Activity

12.1 Faculty Professional Development and Scholarly Activity Purpose

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 Faculty member's respective discipline or specialization, and promote the Faculty member's personal growth.

12.2 Faculty Annual Plan

Faculty members are responsible for developing and annually maintaining an Annual Plan in consultation with their Dean. The Annual 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 Annual Plan is the primary document in the approval of applications for Sabbaticals, Short-term Study Reassignments, or other professional development or scholarly activities as sponsored by the College.

12.3 Allocation and Reimbursement

It is recognized that funds are allocated by the College for professional development and scholarly activity, including Sabbaticals, Short-term Study Reassignments, research, and other activities, which a Faculty member may apply for. Reimbursement requests must align with the Faculty member's Annual Plan. Receipts verifying the expenditures associated with these activities are required for auditing purposes.

12.4 Individual Allotment

Individual allotment funds will be allocated for professional development and scholarly activity, based on an amount of one thousand nine hundred fifty dollars (\$1950) per year for each Full-time Regular Faculty member working a minimum of six (6) months within the current academic year. It is recognized that these funds are to provide assistance for activities that are deemed to be of a professional development or scholarly nature for the Faculty member and of value to the College.

12.4.1 Valid Expenses

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 the College. The purchase of televisions and cell phones will not be allowed.

12.4.2 Accrual

In addition, each Full-time Regular 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 Individual 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.

Sabbaticals and Short-term Study Reassignments

The College will annually make available funds equivalent to a one-year Sabbatical. These funds may be allocated to a Sabbatical, Short-term Study Reassignment(s), or a combination thereof.

12.5.1 Sabbatical

- a) A Full-time Regular Faculty member is eligible for a Sabbatical after serving at least five (5) consecutive years as a Full-time Regular Faculty member, or following five (5) consecutive years from a previously approved Sabbatical for which financial assistance was provided for by the College.
- b) Any Full-time Regular Faculty member may apply, in writing, for a Sabbatical 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 Sabbatical 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 7.7.c.
- c) Generally, the granting of a Sabbatical will be based on the following factors:
 - specific relevance to the College/school objectives and program priorities;
 - consistency with the Faculty member's Annual Plan;
 - availability of suitable replacement(s);
 - duration of the Sabbatical requested;
 - number of applications received and total funds available for these activities;
 - length of time the applicant has been employed at the College; and
 - length of time since the applicant was granted funding for a Sabbatical.
- d) The recommendations of senior academic leadership will be submitted by the Vice President Academic to the College President for approval, whose approval will not be unreasonably withheld. The decision of the College President is final.

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

e) Full and Half Sabbaticals

Sabbaticals 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 Sabbatical, 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 Sabbatical, 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 Sabbatical, the Faculty member will 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 Sabbatical, the Faculty member will 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 Sabbatical salary received while on such a Sabbatical.

- f) A Faculty member, while on a Sabbatical, 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 Sabbatical beyond current additional employment.

If the sum of the outside assistance and/or new remunerative employment and the Sabbatical salary, less reasonable travelling and living expenses, exceeds the basic College salary, the Sabbatical 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 Sabbatical.

- g) The granting of a paid Sabbatical will not interfere with normal salary increments. If a Faculty member's salary is increased while on a Sabbatical, the Faculty member will receive the benefit of such a salary increase and will retain standing on staff.
- h) During a Sabbatical, the Faculty member is eligible for benefits under Article 8 of the collective agreement.
- i) Faculty members, while on Sabbatical, 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 Sabbatical. Sabbaticals 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) Calendar days of the midpoint of the Sabbatical and within thirty (30) Calendar days of the end of the Sabbatical respectively, and then forwarded to the Vice President Academic, Human Resources, and the 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 and scholarly activities. The maximum amount available for Sabbaticals in any given year may not exceed the equivalent of two (2) full-year Sabbaticals.

12.5.2 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) 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 Regular Faculty member, or following one (1) year from a previously approved Sabbatical 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 allocated to Sabbaticals and Short-term Study Reassignments 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 Annual 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; and
 - length of time since the applicant was granted funding for a Sabbatical 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 will 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, scholarly activity, 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 Regular and Part-time Recurring Faculty members who are on probation will be evaluated once per Semester in the first year and once during their second year of the probationary period, normally in the Fall Semester. Should a Faculty member's probationary period be extended, then additional evaluations will occur during the extended probationary period, but no more than once per Semester.
- 13.2.2 Full-time Regular and Part-time Recurring Faculty members that have successfully completed their probationary period will be evaluated once every four (4) years.
- 13.2.3 Part-time Temporary and Full-time 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.

13.3 Requirements

All Faculty Evaluations will include an Evaluation Dossier comprised of:

- 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, professional development and scholarly activities during this period, instructional and professional responsibilities, future plans, community service, and/or participation on College-related 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.

The Evaluation Dossier may include other content, such as peer observations, at the discretion of the Faculty member.

13.4 **Evaluation Process for Full-time Regular and Part-time Recurring Faculty on Probation (Article 13.2.1)**

- 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 one (1) Full-time Regular Faculty member chosen by the evaluatee.
- 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 Dossier (in accordance with 13.3) provided by the evaluatee and write an Evaluation Report based upon these materials with commendations and recommendations for continuous improvement, along with any noted concerns. The Evaluation Report must clearly describe the instructional abilities, performance, professional activities, and professionalism of the evaluatee.
- 13.4.4 The committee will meet with the evaluatee and review the Evaluation Report, and the evaluatee will sign the Evaluation 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 feedback 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 will then be attached to the Evaluation Report together with any reply from the Dean.
- 13.4.6 **Evaluation Outcome**

Based on the committee's Evaluation Report, the Dean will make a determination of whether the evaluation has been satisfactorily or unsatisfactorily completed (expressly noting any concerns).

The Evaluation Outcome will be conveyed in writing to the Faculty member within two (2) weeks of the committee meeting.
- 13.4.7 When all phases of the evaluation process have been completed, and the Evaluation Report has been signed by both the Dean and the evaluatee, a copy of the Evaluation Report along with the Evaluation Outcome will be given to the evaluatee. The Dean will present the Evaluation Outcome, the Evaluation Report, and the Evaluation Dossier, including any disagreement in writing, together with any reply from the Dean, to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing in the Faculty member's personnel file.
- 13.4.8 For Full-time Regular and Part-time Recurring Faculty on probation, the evaluation materials listed in Article 13.4.7 presented to the Faculty member must be submitted to the Vice-President Academic no later than two months prior to the end of the probationary period.
- 13.4.9 The Evaluation Outcome will be final with no appeal.

13.5 **Evaluation Process for non-probationary Full-time Regular and Part-time Recurring Faculty (Article 13.2.2)**

- 13.5.1 The Dean or Dean's designate is responsible for setting up the evaluation and administering the process.
- 13.5.2 The Dean or Dean's designate will review the Evaluation Dossier (in accordance with 13.3) provided by the evaluatee and write an Evaluation Report based upon these materials with commendations and recommendations for continuous improvement, along with any noted concerns. The Evaluation Report must clearly describe the instructional abilities, performance, professional activities, and professionalism of the evaluatee.
- 13.5.3 The Dean or Dean's designate will meet with the evaluatee and review the Evaluation Report, and the evaluatee will sign the Evaluation 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 feedback offered.
- 13.5.4 Should the evaluatee disagree with any part of the Evaluation Report, the evaluatee may express such disagreement in writing, a copy of which will then be filed with the Evaluation Report, together with any reply from the Dean.
- 13.5.5 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 Evaluation Report will be given to the evaluatee. The Dean will present a copy of the report, any disagreement expressed in writing by the evaluatee, any response from the Dean, and the Evaluation Dossier to the Vice President Academic for information and signature prior to forwarding to Human Resources for filing in the Faculty member's personnel file.

13.6 **Evaluation Process for Part-time Temporary or Full-time Term-certain Faculty (Article 13.2.3)**

- 13.6.1 The Dean or Dean's designate is responsible for setting up the evaluation and administering the process.
- 13.6.2 The Dean or Dean's designate will review the Evaluation Dossier provided by the evaluatee (in accordance with 13.3) and write an Evaluation Report based upon the contents of the Evaluation Dossier with commendations and recommendations for continuous improvement, along with any noted concerns. The Evaluation Report must clearly describe the instructional abilities, performance, professional responsibilities, and professionalism of the evaluatee.
- 13.6.3 The Dean or Dean's designate will meet with the evaluatee and review the Evaluation Report, and the evaluatee will sign the Evaluation 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 feedback offered.
- 13.6.4 Should the evaluatee disagree with any part of the Evaluation Report, the evaluatee may express such disagreement in writing, a copy of which will then be filed with the Evaluation Report, together with any reply from the Dean.

- 13.6.5 When all phases of the evaluation process have been completed, and the Evaluation Report has been signed by both the Dean and the evaluatee, a copy of the Evaluation Report will be given to the evaluatee. The Dean will present the Evaluation Report, the Evaluation Dossier, any disagreement the evaluatee provided in writing, and any response the Dean may have provided (as per 13.6.4) to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing in the Faculty member's personnel file.

13.7 **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 in order 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.
- 13.7.1 Standardized student questionnaires will be based on educational common practice.
- 13.7.2 Scoring and administration of standardized questionnaires will ensure confidentiality and anonymity, whether the course is in an in-person, online, or flexible delivery mode.
- 13.7.3 Student feedback results (either student feedback scores or copies of students' written comments) will 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.
- 13.7.4 The form of student feedback will ensure compliance to requirements by the accrediting body of the program in which the student is enrolled.

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 Portfolio**
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; and
 - other materials.
- c) **Curriculum Vitae**
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.
- d) **Peer Feedback**
 - Faculty may invite a peer to attend a class who will 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 Faculty member, their peer may record a class with prior permission from the instructor and then, while reviewing the recording, 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.
- e) **Courses or workshops provided by the College and/or external organizations.**

ARTICLE 14
Discipline

14.1 Disciplinary Action

- a) No Faculty member will 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 will 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 will 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 will be responsible for issuing discipline to a Faculty member.

ARTICLE 15

Termination of Appointment

15.1 The appointment of a Faculty member will continue in force until terminated by one of the following:

- a) A Faculty member will 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 will 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 College President 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 will be given to the Faculty member by the College President or designate. The Faculty Association will 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 will 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 will 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 will determine redundancy in the following order and will notify the Faculty Association when such redundancy occurs.

15.3.1 The College will first determine redundancy of Part-time Recurring Faculty members within a certain program. A Part-time Recurring Faculty member whose appointment is terminated as a result of redundancy will be entitled to severance as indicated in Article 15.4.

15.3.2 The College will then determine redundancy by issuing a request to the Full-time Regular 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 will be considered redundant and terminated as a result, and will 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 will consider any probationary Faculty member within a certain program as redundant. A probationary Faculty member who is terminated as a result of redundancy will be entitled to receive severance as indicated in Article 15.4.

15.3.4 In the event that there are no probationary Faculty members within a certain program for the purpose of Article 15.3.3, the Vice President Academic will 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 will be entitled to severance as indicated in Article 15.4.

15.4 **Severance Payment**

A Full-time Regular or Part-time Recurring 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 Grievance means 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 **Grievance Procedure**

A grievance will be addressed in the following manner:

16.2.1 **Step 1**

A Faculty member, with or without the assistance of the Faculty Association, will 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 will, within thirty (30) Calendar 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 will 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 will 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 will 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 Faculty Association will, within fifteen (15) Working Days of receipt of the written response of the Vice President Academic, submit the grievance in writing to the College President. The College President or designate will 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 College President or designate will 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 Faculty Association will, within fifteen (15) Working Days of receipt of the written response of the College President, convey the grievance to Arbitration in accordance with the requirements of Article 17.

- 16.3 For probationary Faculty members hired after the date of ratification of this collective agreement, the termination of probationary Faculty members will not proceed beyond Step 3, so long as the termination is carried out in accordance with the Collective Agreement.
- 16.4 Grievances arising from demotion, suspension, or dismissal may be commenced at Step 2.
- 16.5 A policy grievance by the Faculty Association or Board may be commenced at Step 2.
- 16.6 Where any person or party 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.
- 16.7 In the event that a grieving party or person fails to process a grievance within a time limit set out in the procedure, that grievance is terminated and considered abandoned unless extended by agreement in writing.
- 16.8 The day count begins on the day following the incident or notification.
- 16.9 The time limits may be extended by mutual agreement of both parties in writing.

ARTICLE 17
Mediation and Arbitration

17.1 Mediation

17.1.1 Before proceeding to arbitration, the parties may, by mutual agreement, submit the grievance to mediation for possible resolution by a mediator agreed to by the parties. If mediation is not agreed upon or fails to resolve the grievance, the grievance will proceed to arbitration in accordance with the provisions below. If either party requests mediation, the timelines stated in Article 17.3 or 17.4, as applicable, will be stayed pending the response of the other party, which will be provided no later than ten (10) Working Days after the request.

17.1.2 Should the grievance proceed to mediation, the parties will equally share the costs of the mediator.

17.2 Arbitration Process

The parties will proceed to Arbitration by way of Single Arbitrator as the default option to resolve a grievance. Arbitration by a Single Arbitrator is understood to follow a party's conveyance of the grievance to arbitration unless the parties mutually agree to resolve the grievance by way of an Arbitration Board in accordance with 17.4.

17.3 Arbitration by a Single Arbitrator

17.3.1 The grievance will be referred to a Single Arbitrator within ten (10) Working Days of an unsuccessful mediation. Where there is no agreement to mediate, the grieving party will be expected to notify the other party of their intent to proceed to arbitration within the time limits specified in Article 16.2.4. The parties will agree within thirty (30) Working Days as to whom the Single Arbitrator will be.

17.3.2 If the two parties fail to agree upon a Single Arbitrator, either or both may request Labour Relations Mediation Services to appoint a Single Arbitrator through the roster selection process.

17.3.3 The time within which the selection of a Single Arbitrator must be made may be extended by agreement between the Parties.

17.4 Arbitration by a Board

17.4.1 Notwithstanding Article 17.3, the parties may mutually agree to proceed to arbitration by way of an Arbitration Board at any time following conveyance to arbitration in accordance with the time limits specified in Article 16.2.4. If the parties agree to an Arbitration Board, the following process will apply:

- a) The referring party will name a nominee to the Arbitration Board within ten (10) Working Days of the preceding step, and the respondent will then name a nominee to the Arbitration Board within ten (10) Working Days.
- b) If a party fails to appoint a nominee to the Arbitration Board, the other may request an appointment by Labour Relations Mediation Services.

- c) The two nominees will appoint a third person as chair within thirty (30) Working Days. If they fail to agree upon a chair, either or both may request Labour Relations Mediation Services to make a chairperson roster selection appointment.
- d) The time for any appointment may be extended by agreement between the parties.

17.5 Provisions for Arbitration

- 17.5.1 The Single Arbitrator or Arbitration Board will neither add to, detract from, nor modify the language of any section of the Collective Agreement.
- 17.5.2 The Single Arbitrator or Arbitration Board will hear and determine the grievance and issue a decision in writing which is final and binding upon the Faculty Association, the College, and any affected employee.
- 17.5.3 In the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board. If there is no majority, the decision of the chair governs. In the case of a Single Arbitrator, their decision is final.
- 17.5.4 The parties will equally share the expense of the chair or Single Arbitrator and, if applicable, each party will bear the expense of its nominee.
- 17.5.5 The Single Arbitrator or Arbitration Board will determine their own procedure, but will give full opportunity to all parties to present evidence and make representations.
- 17.5.6 Where a Faculty member has been suspended pursuant to Article 15.2, the Single Arbitrator or Arbitration Board may direct the College to reinstate the Faculty member and may make such other directive in regard to any penalty it considers fair and reasonable.
- 17.5.7 Where a Faculty member has been dismissed pursuant to Article 15.2, the Single Arbitrator or Arbitration Board may direct the College to reinstate the Faculty member and pay to the Faculty member 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.

ARTICLE 18
General Clauses

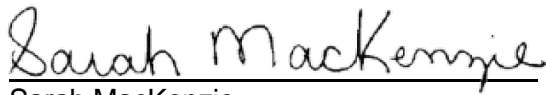
- 18.1 All previous agreements or collective agreements between or affecting the College Board and the Faculty Association are hereby cancelled except as outlined in the attached Letters of Understanding.
- 18.2 Nothing herein contained will reduce the regular salary of a regular Faculty member below the amount paid in the year immediately prior to the effective date of this collective agreement.
- 18.3 **Rights and Privileges of the Faculty Association**
The College agrees to provide the Faculty Association with an office, telephone extension, and the normal and reasonable use of the internal mail service.

SIGNATURES

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

SIGNED THIS 22nd DAY OF January, 2026

For Medicine Hat College:



Sarah MacKenzie
Chair, Board of Governors
Medicine Hat College


Witness

Kevin Shufflebotham
President and CEO
Medicine Hat College


Witness

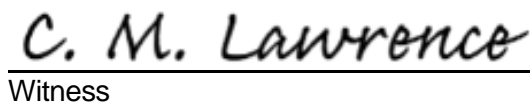
For Medicine Hat College Faculty Association:



Dr. Darren Howes
President
MHC Faculty Association


Witness

Dr. Mark Beatrice Kaethler
Chief Negotiator
MHC Faculty Association


Witness

APPENDIX A - Salary Schedule

July 1, 2024, to June 30, 2025 (3%)

	E	D	C	B	A
1	66,713	70,179	76,893	79,490	82,266
2	69,959	73,428	80,145	82,740	85,515
3	73,208	76,675	83,390	85,989	88,770
4	76,461	79,925	86,637	89,238	92,016
5	79,706	83,170	89,884	92,488	95,263
6	82,955	86,418	93,133	95,733	98,513
7	86,203	89,669	96,387	98,982	101,765
8	89,452	92,919	99,632	102,230	105,015
9	92,704	96,169	102,884	105,480	108,268
10	95,954	99,422	106,133	108,733	111,518
11	102,871	104,432	111,277	114,224	118,794

July 1, 2025, to June 30, 2026 (3%)

	E	D	C	B	A
1	68,714	72,284	79,200	81,875	84,734
2	72,058	75,631	82,549	85,222	88,080
3	75,404	78,975	85,892	88,569	91,433
4	78,755	82,323	89,236	91,915	94,776
5	82,097	85,665	92,581	95,263	98,121
6	85,444	89,011	95,927	98,605	101,468
7	88,789	92,359	99,279	101,951	104,818
8	92,136	95,707	102,621	105,297	108,165
9	95,485	99,054	105,971	108,644	111,516
10	98,833	102,405	109,317	111,995	114,864
11	105,957	107,565	114,615	117,651	122,358

July 1, 2026, to June 30, 2027 (3%)

	E	D	C	B	A
1	70,775	74,453	81,576	84,331	87,276
2	74,220	77,900	85,025	87,779	90,722
3	77,666	81,344	88,469	91,226	94,176
4	81,118	84,793	91,913	94,672	97,619
5	84,560	88,235	95,358	98,121	101,065
6	88,007	91,681	98,805	101,563	104,512
7	91,453	95,130	102,257	105,010	107,963
8	94,900	98,578	105,700	108,456	111,410
9	98,350	102,026	109,150	111,903	114,861
10	101,798	105,477	112,597	115,355	118,310
11	109,136	110,792	118,053	121,181	126,029

July 1, 2027, to June 30, 2028 (3%)

	E	D	C	B	A
1	72,898	76,687	84,023	86,861	89,894
2	76,447	80,237	87,576	90,412	93,444
3	79,996	83,784	91,123	93,963	97,001
4	83,552	87,337	94,670	97,512	100,548
5	87,097	90,882	98,219	101,065	104,097
6	90,647	94,431	101,769	104,610	107,647
7	94,197	97,984	105,325	108,160	111,202
8	97,747	101,535	108,871	111,710	114,752
9	101,300	105,087	112,425	115,260	118,307
10	104,852	108,641	115,975	118,816	121,859
11	112,410	114,116	121,595	124,816	129,810

Formulas

Article 6.6.1 Overload Formula:

$$\frac{\text{Hours of Instruction}}{\text{Maximum hours of category range in which the course exists}} \times \text{Full-time Grid Placement}$$

Article 7.8 Non-instructional Time Stipend Formula:

$$\frac{\text{Hours of Instruction}}{42 \text{ hours (lec) or 14 hours (lab)}} \times \text{Non-instructional Time Rate}$$

Non-Instructional Time Rates:

	July 1, 2024 to June 30, 2025	July 1, 2025 to June 30, 2026	July 1, 2026 to June 30, 2027	July 1, 2027 to June 30, 2028
Instruction	\$3,570	\$3,677	\$3,787	\$3,901
Lab Instruction	\$715	\$736	\$758	\$781

Article 7.15 Retirees Formula:

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

APPENDIX B - Salary Schedule**Part-time Rates****July 1, 2024 – June 30, 2025 (3%)**

		<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	97.24	116.29
	Step 2	104.14	125.70
	Step 3	123.09	147.24
	Step 4	143.39	170.96
Category 4	Step 1	68.91	82.36
	Step 2	72.97	87.20
	Step 3	83.81	100.14
	Step 4	97.98	117.07

July 1, 2025 – June 30, 2026 (3%)

		<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	100.16	119.78
	Step 2	107.26	129.47
	Step 3	126.78	151.66
	Step 4	147.69	176.09
Category 4	Step 1	70.98	84.83
	Step 2	75.16	89.82
	Step 3	86.32	103.14
	Step 4	100.92	120.58

July 1, 2026 – June 30, 2027 (3%)

		<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	103.16	123.37
	Step 2	110.48	133.35
	Step 3	130.58	156.21
	Step 4	152.12	181.37
Category 4	Step 1	73.11	87.37
	Step 2	77.41	92.51
	Step 3	88.91	106.23
	Step 4	103.95	124.20

APPENDIX B - Salary Schedule

Part-time Rates

July 1, 2027 – June 30, 2028 (3%)

		<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	106.25	127.07
	Step 2	113.79	137.35
	Step 3	134.50	160.90
	Step 4	156.68	186.81
Category 4	Step 1	75.30	89.99
	Step 2	79.73	95.29
	Step 3	91.58	109.42
	Step 4	107.07	127.93

APPENDIX B - Salary Schedule

Part-time Rates

Faculty Remuneration for Special Offerings (SO)

(Article 7.14)

	July 1, 2024 to June 30, 2025	July 1, 2025 to June 30, 2026	July 1, 2026 to June 30, 2027
Therapist Assistant Lab	\$647 per student per lab	\$666 per student per lab	\$686 per student per lab
Paramedic Lab	\$688 per student per lab	\$709 per student per lab	\$730 per student per lab
SO Rate	<u>Bachelor's</u> \$97.25	<u>Bachelor's</u> \$100.17	<u>Bachelor's</u> \$103.18
Overload SO	<u>Master's</u> \$116.29	<u>Master's</u> \$119.78	<u>Master's</u> \$123.37
Rate	\$107.84	\$111.08	\$114.41
	\$140.69	\$144.91	\$149.26

	July 1, 2027 to June 30, 2028
Therapist Assistant Lab	\$707 per student per lab
Paramedic Lab	\$752 per student per lab
SO Rate	<u>Bachelor's</u> \$106.28
Overload SO	<u>Master's</u> \$127.07
Rate	\$117.84
	\$153.74

Formula for part-time and overload special offering:

$$\frac{\text{Number of students}}{10} \times \text{course lecture hours} \times \text{special offerings hourly rate}$$

Formula for part-time special offering lab hours:

$$\frac{\text{Number of students}}{10} \times \text{course lab hours} \times 40\% \text{ of the special offerings hourly rate}$$

APPENDIX B - Salary Schedule
Part-time Rates

Clinical and Lab Coach Rates
(Article 7.16)

	July 1, 2024, to June 30, 2025	July 1, 2025, to June 30, 2026	July 1, 2026, to June 30, 2027
Clinical Rate	\$74.62	\$76.86	\$79.17
Lab Coach Rate	\$62.25	\$64.12	\$66.04

	July 1, 2027, to June 30, 2028
Clinical Rate	\$81.55
Lab Coach Rate	\$68.02

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 Faculty where the Faculty member is medically unable to work due to the pregnancy and/or birth of the Faculty member's child. Such period of time will be considered a health-related absence covered by illness leave subject to the Faculty member's right-of-access to Employment Insurance benefits.
2. This plan covers Full-time Regular Faculty members.
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 Faculty member's weekly earnings. In any week, the total amount of S.E.I.B. payments and the weekly rate of E.I. benefits will not exceed one hundred percent (100%) of the Faculty member'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 Faculty member's physician, to a maximum of fifteen (15) weeks, or the Faculty member's accumulated sickness entitlement, whichever is the lesser.
5. In order to qualify for this plan, a Faculty member must:
 - a. provide the College with a certificate of a duly qualified medical practitioner certifying the duration of the health-related leave arising from the Faculty member's birth of a child;
 - b. provide the College with proof that the Faculty member has applied for, and is in receipt of Employment Insurance maternity benefits. (Satisfactory proof from Service Canada must be provided.)
6. During the period of maternity leave, a Faculty member who qualifies is entitled to a maternity leave allowance in accordance with the S.E.I.B. plan as follows:
 - a. For the one (1) week waiting period, or the Faculty member's accumulated sickness entitlement, whichever is the lesser, the Faculty member will receive one hundred percent (100%) of the Faculty member's weekly rate of pay;
 - b. For up to a maximum of fifteen (15) weeks, or the remainder, if any, of the Faculty member's accumulated sickness entitlement, whichever is the lesser, payments equivalent to the difference between E.I. benefits the Faculty member is eligible to receive one hundred percent (100%) of the Faculty member'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. Faculty members do not have a right to S.E.I.B. 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 College.

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

*Income Tax	*Extended Health and Dental Plan
*L.A.P.P.	*Faculty dues
*Group Insurance	
12. Faculty members in receipt of S.E.I.B. payments will 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.

