

MEDICINE HAT
COLLEGE



MEDICINE HAT COLLEGE

COLLECTIVE AGREEMENT

Between

FACULTY ASSOCIATION

and

BOARD OF GOVERNORS

July 1, 2018 – June 30, 2020

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ARTICLE 1

Definitions

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

Appointment Type

- a) A Full-time Regular appointment is the appointment of a faculty member employed for an indefinite term. Such appointments are to continue from year to year unless terminated according to Article 15 of this collective agreement. Normally, only faculty with a regular appointment are eligible to be appointed as program coordinators, elected and appointed as members of the College Board, or approved to serve on ad hoc committees set up for the purpose of grievance procedures.
- b) Temporary appointments, either full-time or part-time, are the appointments of faculty members employed for a definite term.
- c) Term Certain appointments, either full-time or part-time, are faculty members appointed for a specific period of time who are replacing regular faculty on an approved leave or supervisory position. Such appointments do not qualify for regular status.
- d) Part-time Continuing appointments are appointments of faculty members teaching a minimum of fifty (50) to a maximum of ninety (90) percent of a full-time annual instructional workload (excluding clinical and lab coach hours) and have worked within that threshold (50 – 90%) for three consecutive academic years and have completed six (6) successful evaluations in consecutive academic years.
- 1.4 The College President is the official spokesperson for the College, and the Faculty Association President is the official spokesperson for the Faculty Association.
- 1.5 "Vice President Academic" means the chief academic officer appointed by the College.

Article 1, continued

- 1.6 “Dean” means the administrative officer appointed by the College as the Administrative and Academic Officer of a Division.
- For the term of this agreement, the “Dean” may mean the Academic Dean, Associate Dean, or the Manager or designate to whom the faculty member reports.
- 1.7 “Associate Dean” means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic areas within a division as assigned by the Dean.
- 1.8 “Manager” means the administrative officer appointed by the College to be in charge of and responsible for the administration of academic services and/or program area(s).
- 1.9 “Department Chair” means a Faculty member appointed by the College for a fixed term to lead and manage the operations of an academic department. Normally, the Department Chair position will be filled by a full-time regular, non-probationary faculty member coming from one of the program areas that the Department Chair position manages.
- 1.10 “Program Coordinator” means a faculty member who is also required to provide coordination services for a distinct program or group of programs as defined in the Roles and Responsibilities of program coordinators and as mutually agreed to by the Faculty Association and by the President of the College or designate. Under normal circumstances, coordinators shall be compensated by instructional workload release, a stipend, or some combination of the two. The selection of the program coordinator shall be done by the Dean following open consultation with the division or area of concern. The appointment and related compensation recommended by the Dean must be approved by the Vice President Academic.
- 1.11 Councils
- College Leadership Council (CLC) membership will include all those deemed necessary by the College President, who shall act as Chair.
- Deans’ Council membership will include all those deemed necessary by the Vice President Academic, who shall act as Chair. Deans’ Council is responsible for making recommendations to the College President where appropriate.
- Academic Leadership Council (ALC) membership will include all those deemed necessary by the Vice President Academic, who shall act as Chair.
- The Faculty Association President or designate may attend CLC, Deans’ Council, and/or ALC as deemed appropriate by the Vice President Academic and/or the College President.
- 1.12 For purposes of interpretation, the ‘days’ referenced in Articles 16 and 17 mean the normal working days of Monday through Friday, except those that fall on paid holidays or are identified in the College’s calendar as date(s) on which the College is closed. The day count begins on the day following the incident or notification.

Article 1, continued

- 1.13 “Semester” means a period of time in which a major unit of instruction is delivered. The college academic year is divided into semesters; their lengths are recommended through General Academic Council and approved by the President and are normally as follows:
- Fall Semester – late August or early September through December
Winter Semester – January through April
Spring Semester – late April or early May through June
Summer Semester – July through August
- 1.14 “Contact Hour” means a period of not less than fifty minutes and not more than sixty minutes spent by a faculty member in scheduled lecture, laboratory, seminar, or other group or individual instruction.
- 1.15 “Non-instructional time” refers to all non-instructional time during a regular teaching period and that time during non-instructional periods, exclusive of vacation, that encompass the responsibilities of a faculty member as outlined in Article 5.1.4.
- 1.16 “Scholarship” means research or scholarly activities that occur through processes of discovery, integration, application and teaching which are disseminated through peer-reviewed venues.

ARTICLE 2
Employee Coverage

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

ARTICLE 3
Terms of Collective Agreement

- 3.1 This collective agreement will take effect July 1, 2018, and shall remain in full force and effect until June 30, 2020, and shall continue to remain in full force and effect from year to year until amended as hereinafter provided.
- 3.2 Method of Re-Negotiating the Collective Agreement
- 3.2.1 Collective bargaining for the renewal of this collective agreement shall be commenced and negotiated in accordance with Part 2, Division 10, of the *Labour Relations Code*, as amended from time to time.
- 3.2.2 Any specific item may be opened for re-negotiation at any time by mutual agreement of the parties concerned.
- 3.2.3 Any time limits set out in this article are calendar days, except where otherwise noted, and may be extended by mutual agreement of the parties concerned.
- 3.3 The Faculty Association recognizes that all functions, rights, powers, and authority which the College has not officially abridged, delegated, or modified by this collective agreement are retained by the College.

ARTICLE 4
General Terms of Employment

4.1 Faculty Appointments

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

4.1.1 Full-time Appointments

a) Temporary

- i. All full-time temporary faculty shall serve a probationary period of two consecutive years, during which they shall be entitled to the benefits and subject to the terms of this agreement.
- ii. All temporary appointments automatically terminate at the time designated in the letter of appointment.
- iii. Full-time temporary faculty who are to continue for another year will receive a letter of intent no later than the 1st day of May in the year in which the appointment expires.
- iv. A faculty member who has served two years of active employment as a full-time temporary faculty member and has completed four evaluations in accordance with Article 13.1 shall normally be considered for appointment as a full-time regular faculty member at a June Deans' Council meeting. Full-time regular appointments will be effective July 1st.
- v. A full-time temporary faculty member who has completed the probationary period will receive one (1) months' notice or pay in lieu of notice for each year worked as full-time temporary when the temporary appointment is not renewed.

b) Regular

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

c) Term Certain

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

Article 4, continued

4.1.2 Part-time Appointments

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

a) Temporary

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

b) Continuing

- i. Part-time continuing appointments will be made after the part-time temporary faculty member has taught fifty (50) to ninety (90) percent of a full-time annual instructional workload (excluding clinical and lab coach hours) for three (3) consecutive academic years and has completed six (6) successful evaluations in consecutive academic years.
- ii. Part-time continuing faculty members will be hired for ten (10) months per academic year.
- iii. Part-time continuing faculty shall be entitled to employee benefits (excluding Local Authorities Pension Plan (LAPP)) on a pro rata basis over the term of employment.
- iv. Part-time continuing faculty are not eligible for professional leave.
- v. Part-time continuing faculty are not eligible for paid illness leave.

4.2 Personnel Files

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

ARTICLE 5
Professional Responsibilities

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

5.1.1 Presence on Campus

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

5.1.2 Absence from the College

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

5.1.3 Office Hours

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

5.1.4 Non-instructional Time

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

5.1.5 Scholarship

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

5.1.6 Entrepreneurial Activity

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

Article 5, continued

5.2 Part-time Continuing Faculty

5.2.1 Presence on Campus

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

5.2.2 Absence from the College

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

5.2.3 Office Hours

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

5.3 Part-time Temporary Faculty

5.3.1 Presence on Campus

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

5.3.2 Absence from the College

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

5.3.3 Office Hours

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

ARTICLE 6 **Workload**

6.1 Workload Flexibility

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

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

6.2 Procedure to Assign Workloads

Each division is responsible for workload allocations. Workloads are established by the specific program areas in consultation with the Dean or Dean's designate.

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

Article 6, continued

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

6.3 In considering annual division workloads, the following schedule shall be a guide for faculty contact hours as defined in Article 1.14:

WORKLOAD SCHEDULE - JULY 1, 2018 - JUNE 30, 2020	
CATEGORY	RANGE OF HOURS
CATEGORY 1 Includes courses transferable to at least two Alberta Universities in the disciplines of Bachelor of Business Administration, Education, Humanities & Social Sciences, and Sciences.	Minimum: 420 hrs. Maximum: 462 hrs.
CATEGORY 2 Includes courses and programs in the disciplines of Addictions Counselling, Administrative Office Professional, Built Environment Engineering Technology, Business Administration, Child and Youth Care Counsellor, Computer Aided Drafting & Design and Technical Illustrator, Criminal Justice, Early Learning and Child Care, Education Assistant, Environmental Reclamation Technician, Environmental Science, Information Technology, Nursing, Paramedic, Practical Nurse, Social Work, and Therapist Assistant.	Minimum: 462 hrs. Maximum: 504 hrs.
CATEGORY 3 Includes courses and programs in the fine arts discipline (Visual & Performing Arts).	Minimum: 504 hrs. Maximum: 550 hrs.
CATEGORY 4 Includes College Preparation courses taught in the traditional lecture/lab format.	Minimum: 580 hrs. Maximum: 660 hrs.
CATEGORY 5 Includes courses and programs in Health Care Aide, Power Engineering, and Trades; and clinical in Nursing and Practical Nurse.	Minimum: 640 hrs. Maximum: 720 hrs.
CATEGORY 6 Includes courses and programs in Adult Basic Education, English as a Second Language, and Open Learning Centre.	Minimum: 900 hrs. Maximum: 1000 hrs.

Article 6, continued

6.3.1 Transition for Full-time Nursing and Practical Nurse Faculty

- a) Workloads established for the 2018-2019 academic year will remain in effect until June 30, 2019 (i.e., Nursing Category two (2) and Practical Nurse Category five (5)).
- b) The Vice President Academic will determine the scope of workload assignment within the term 'clinical' by March 1, 2019 (i.e., lab and practica workload).
- c) Effective July 1, 2018, new faculty in nursing and practical nurse programs will be placed in Category 2 if they are teaching theory with one clinical every two years. Faculty placed in Category two (2) will be required to participate in scholarly activity. Category five (5) is strictly clinical with no requirement for scholarly activity.
- d) Grandfathered Nursing Faculty
 - i. Full-time nursing faculty hired prior to July 1, 2018, will be grandfathered in Category two (2). In order to remain in Category two (2), the faculty member must teach theory. However, clinical and scholarly activity requirements will remain the same.
 - ii. Faculty have an opportunity to move to Category five (5) in consultation with the Dean. If a faculty member selects to move to Category five (5), the faculty member will no longer be grandfathered in Category two (2).

6.3.2 Nursing and Practical Nurse Faculty hired after July 1, 2018

- a) In order to be eligible for Category two (2) placement, a faculty member will teach theory in addition to teaching one clinical every two years.
- b) New employees hired will be placed either in Category two (2) or five (5), as determined by the assigned workload and needs of the program.

6.4 Equivalencies

Coaching:

Where a faculty member is hired on a full-time contract comprised of both coaching and instruction, the following calculation will be used in determining equivalent contact hours. In determining annual contact hours, certain activities shall be accounted for in terms of the following equivalencies:

League Sports 140 classroom contact hours

No additional hours are credited for practice, travel, or recruitment time.

Activity courses:

Receive two-thirds of the same value of a University Transfer theory course.

6.5 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.

Article 6, continued

6.6 Faculty Association Activity Release Time

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

6.7 Exceptions

6.7.1 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.

6.7.2 Course Secondment

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

6.7.3 Underload

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

6.7.4 Evenings/Weekends

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

6.7.5 Program Development

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

Article 6, continued

6.7.6 Non-instructional Time

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

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

6.8 Off-Campus Assignment

- a) Faculty hired after June 30, 1992, may be assigned to teach in alternate locations as a requirement of employment. Faculty hired prior to July 1, 1992, have the right of refusal with respect to an off-campus teaching assignment. If a faculty member hired prior to July 1, 1992, refuses an off-campus teaching assignment, such refusal does not prejudice the faculty member's employment at the College.
- b) When making off-campus assignments, the College shall consider both the best interests of the faculty member as well as the best interests and purpose of the College. Such things as
 - i. rotation of assignments where possible,
 - ii. availability of numerous qualified faculty, and
 - iii. personal problem areas with specific facultyshall be considered when offering assignments.
- c) The faculty member shall recognize and consider both the interests and purpose of the College. Such things as
 - i. the recognized responsibility to participate in off-campus assignments and
 - ii. the right of consent shall not be unreasonably withheldshall be considered when offered assignments.
- d) When a faculty member who teaches the majority of the workload hours at one campus agrees to teach at another campus, the faculty member shall be reimbursed for inter-campus travel in accordance with the College's travel policy.

Article 6, continued

6.9 Department Chair

6.9.1 Term of Department Chair Appointment

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

6.9.2 Workload

The Department Chair is normally expected to teach two (2) courses per semester. Variations to workload may be requested by the Dean and approved by the Vice President 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.

6.9.3 Return to Regular Instructional Duties

If the Department Chair wishes to return to a full-time instruction position, written notification will be provided by April 15th. If the Dean elects to return the Department Chair to their full-time instruction 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.

ARTICLE 7
Salary Grid Placement

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

The Salary Schedule will be increased as follows:

- July 1, 2018 to June 30, 2019, by 0%
- July 1, 2019 to June 30, 2020, by 0%

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

The Salary Schedule will be increased as follows:

- July 1, 2018 to June 30, 2019, by 0%.
- July 1, 2019 to June 30, 2020, by 0%.

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

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

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

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

GRADE A: Earned Doctorate

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

b) Two 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 full year in a graduate program, but lacking the Master's Degree. For purposes of this collective agreement, one 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

Article 7, continued

7.4 Increment Requirements for Initial Placement

7.4.1 Post-Secondary Teaching Experience

One increment will be granted for each one year of experience up to a maximum of six increments.

7.4.2 Secondary and Elementary Experience

One increment will be granted for each two years of experience up to a maximum of six increments.

7.4.3 Other Experience

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

- one increment for each two years of approved experience to a maximum of six increments.

7.4.4 A combination of Articles 7.4.1 and 7.4.2 and 7.4.3 shall not exceed six increments.

7.5 The Vice President Academic or designate reserves the right to grant higher than normal initial salary placement on the grid to a faculty member.

7.6 Salary for Non-instructional Time

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

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

7.7 Promotion on Grid

- a) Promotion will be withheld only for just cause on the recommendation of the Vice President Academic and appropriate Dean. A notice stating the specific grounds for refusing promotion on the grid will be delivered to the faculty member no later than the first day of April of that academic year. Examples of just cause would include failure to follow the established policies for faculty assessment (Article 13), failure to meet conditions of employment as identified in the employment contract, or unsatisfactory instructional performance.
- b) Promotion to the next step on the salary grid shall follow for full-time regular and full-time temporary faculty at the completion of a full year's satisfactory service with the College, up to a grade maximum. Promotions will be effective the first day of January or the first day of July of the following academic year in correlation with the full-time hire date.

Article 7, continued

- c) If a faculty member's academic qualifications change during the year and the faculty member is entitled for movement to another grade, the adjustment may be made the first day of the month following receipt by the Vice President Academic of proof of the following requirements:
- Grade A or Grade C movement: completion of all requirements and the designation has been awarded or conferred.
 - Grade B or Grade D movement: completion of all requirements as outlined in Article 7.3.

7.8 Annual salary for regular, temporary, and probationary full-time faculty shall be paid in equal monthly installments after appropriate deductions have been made. Salaries for part-time temporary faculty shall be paid in the same manner during the period of appointment. Monthly salary shall be paid three banking days prior to the end of the month.

7.9 Full-time Temporary Faculty

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

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

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

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

a) Contact Hours

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

b) Initial Grid Placement (Step 1)

Effective July 1, 2014, at the time of initial appointment, part-time faculty shall be given recognition for their academic qualifications from an accredited Canadian University that are applicable to the area in which a faculty member is teaching. Degrees conferred outside of Canada must be accredited by the Province of Alberta, International Qualifications Assessment Service, in order to be valid and recognized by Medicine Hat College.

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

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

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

Article 7, continued

- c) Service Increment (Step 2)
Effective July 1, 2012, a part-time faculty member who has satisfactorily completed six (6) semesters of work as a part-time faculty member with Medicine Hat College, shall be moved to Step 2 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).
- d) Service Increment (Step 3)
Effective July 1, 2012, a part-time faculty member who has satisfactorily completed an additional six (6) semesters of work as a part-time faculty member following movement to Step 2, shall be moved to Step 3 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).
- e) Service Increment (Step 4)
Effective July 1, 2014, a part-time faculty member who has satisfactorily completed an additional four (4) semesters of work as a part-time faculty member following movement to Step 3, shall be moved to Step 4 of the salary schedule for part-time faculty. A semester of work is either the Fall, Winter or Spring/Summer semester (maximum of three (3) per year).

7.11 Distributed Learning Faculty Remuneration (Appendix B)

- a) Lecture and Lab Rates
Distributed Learning 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.

7.12 Retirees (Appendix A)

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

7.13 Clinical and Lab Coach Rates

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

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

ARTICLE 8
Benefits

8.1 Extended Health Insurance, Life Insurance and Accidental Death and Dismemberment Insurance, and Dental Health Insurance.

- a) The College Board will pay one hundred percent (100%) of the premium for Alberta Health Care Insurance, Extended Health, Life Insurance, and Accidental Death and Dismemberment Insurance for all eligible faculty. The College Board will continue to pay premiums for the above benefits for a period not to exceed one year while an eligible individual is on total disability.
- b) The extended health and dental plans include a Vision Care Plan with a three hundred dollar (\$300) maximum coverage in accordance with the plan documents for each eligible participant, orthodontic life time maximum of \$2,500, paramedical maximum of \$30 per visit, coverage for diabetic supplies, eye exam maximum of \$70 every 24 months, and dental reimbursement in accordance to the Usual and Customary Dental Fee Schedule.
- c) The College's current benefit plan includes a seven hundred dollar (\$700) Health and Wellness Spending Account per eligible employee each benefit year with a maximum one year carryover on June 30th. Effective July 1, 2019, the Health and Wellness Spending Account will increase to eight hundred fifty dollars (\$850) per eligible employee each benefit year. The Health and Wellness account is administered by the College's current benefit provider and in accordance with the income tax act and applicable regulations.
- d) The amount of life insurance is four times the annual earnings, rounded to the next highest \$1,000, with a maximum coverage of \$750,000.
- e) The dental plan includes the basic dental plan, plus fifty percent (50%) Extensive Dentistry and fifty percent (50%) Orthodontics for dependent children, with cost shared twenty-five percent (25%) by the individual faculty member and seventy-five percent (75%) by the Board.
- f) The College will pay a proportional per cent of the premium costs contained in sub-sections 8.1 a) and 8.1 e) for Part-time Continuing faculty. The College's proportional portion of the premium will be equal to the annual percent of workload times the rates described in sub-sections 8.1 a) and 8.1 e).
- g) The College has the right to change insurance carriers and/or plans, provided comparable level of benefits are available. The College shall notify the Association of any changes to the benefits carrier through joint consultation meeting.

8.2 Pension Plan

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

Article 8, continued

8.3 Long Term Disability Insurance

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

8.4 Employment Insurance Premium Reduction Program

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

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

8.5 Tuition Waivers

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

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

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

Article 8, continued

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

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

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

ARTICLE 9
Statutory Holidays & Vacation

9.1 Statutory Holidays

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

New Year's Day
Alberta Family Day
Good Friday
Easter Monday (beginning 2019-2020 academic year)
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
4 days at the discretion of the Employer

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

9.2 Vacation

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

ARTICLE 10
Leaves

10.1 Illness Leave

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

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

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

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

10.2 Maternity/Parental Leave

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

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

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

10.3 Bereavement Leave

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

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

10.4 Special Leave

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

Article 10, continued

10.5 Court Leave

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

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

10.6 Leave Without Pay

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

ARTICLE 11
Proof of Illness

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

ARTICLE 12
Professional Development

12.1 Travel on College Business

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

12.2 Faculty Professional Development

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

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

12.3 Professional Development Criteria

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

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

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

Article 12, continued

12.4 Individual Allotment

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

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

12.5 Professional Leave

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

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

Article 12, continued

- d) The recommendations of Deans' Council shall be submitted, by the Vice President Academic, to the College President for approval, whose approval shall not be unreasonably withheld. The decision of the College President is final.

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

- e) Long Term Professional Leave

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

- i. While on a full-year professional leave, the faculty member will receive eighty percent (80%) of salary after five (5) years of service with the College.
- ii. While on a half-year professional leave, the faculty member will receive eighty percent (80%) of one-half (1/2) of the annual salary the member would have received had the member remained in instructional duties.
- iii. After completing a full-year professional leave, the faculty member shall be required to return to the College and carry out instructional duties for at least two (2) years. After completing a half-year professional leave, the faculty member shall be required to return to the College and carry out instructional duties for a period of at least one (1) year. Failure to complete this obligation will result in repayment of a proportionate amount of the professional leave salary received while on such a professional leave.
- f) A faculty member, while on a professional leave, may receive outside assistance in the form of grants or scholarships; however, the College President reserves the right to approve or to refuse engagement of the faculty member in remunerative employment while on professional leave beyond current additional employment.

If the sum of the outside assistance and/or new remunerative employment and the professional leave salary, less reasonable traveling and living expenses, exceeds the basic College salary, the professional leave salary will be reduced accordingly, to maintain the total amount at the basic College salary the faculty member would have received if the faculty member was not on such a professional leave.

- g) If a faculty member's salary is increased while on a professional leave, the faculty member will receive the benefit of such a salary increase, and shall retain standing on staff.
- h) During a professional leave, the faculty member is eligible for benefits under Article 8.1 of the collective agreement. The granting of a paid professional leave will not interfere with normal salary increments.
- i) Faculty members, while on a professional leave, are entitled to apply for the individual allotment.

Article 12, continued

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

12.6 Short Term Study Reassignment

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

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

ARTICLE 13
Faculty Evaluation

13.1 Evaluations

Evaluations of faculty are conducted during periods of active employment according to the following processes. These processes may be altered if mutually agreed to by the Faculty Association, the College President and the Vice President Academic.

Each evaluation process will involve the distribution and collection of an approved student questionnaire that is scored by an approved third party. The student questionnaire must include the standardized College questions. No student evaluation results (either student evaluation scores or copies of students' written comments) shall be forwarded to the evaluatee until after the final grades for the course(s) being evaluated have been submitted to the Registrar's office.

In the event an instructor's workload involves on-line instruction or distance learning, a method of conducting the evaluation and maintaining student confidentiality and anonymity from the instructor will be administered. The form of evaluation will ensure compliance to requirements by the accrediting body of the program in which the student is enrolled.

13.2 Probationary Faculty Evaluations

Full-time faculty are on probation for the first two (2) years of their appointment. Full-time faculty completing probationary requirements shall be evaluated twice per year in different semesters. Evaluations shall occur four (4) times over the two (2) years. The evaluation procedures are as follows:

- a) The Dean is responsible for setting up the evaluation team for each full-time probationary faculty member in the respective division. An evaluation team shall be as follows:
 - i. The evaluatee's Dean, whose responsibilities are to
 - coordinate the evaluation and provide general timelines,
 - consult with the faculty member and identify a minimum of three (3) days in advance of when the classroom observation will occur,
 - visit the classroom of the evaluatee to observe teaching skills, interaction with students, and presentation of subject matter,
 - convene the evaluation team to receive feedback for the evaluation report,
 - prepare the evaluation report based on observations and feedback,
 - meet with the evaluatee for the purpose of discussing the evaluation report,
 - present the report to the Vice President Academic for review and signature, and
 - request, as required, additional evaluation and training activities as outlined in Article 13.5.

Article 13, continued

As designated by the Dean, the Department Chair may be assigned responsibilities to

- conduct classroom observations, other than the initial classroom observation, of a probationary faculty and identify a minimum of three (3) days in advance of when the observation will occur,
 - meet with the evaluatee regularly during each semester,
 - attend evaluation meetings as requested by the Dean, and
 - work collaboratively with the Dean in the preparation of the final report.
- ii. A full-time regular faculty member chosen by the evaluatee and a full-time regular faculty member from a different division, selected by the Dean, whose responsibilities are to
- provide assistance to the evaluatee in selecting additional questions for the student questionnaire,
 - meet with the evaluatee a minimum of two (2) times during a semester,
 - observe a class if requested by the evaluatee or Dean,
 - attend evaluation meetings as requested by the Dean, and
 - share observations of the evaluatee.
- b) The division administrative assistant or Dean's designate will administer the student questionnaire during a class time which is different from the class observation date. The division administrative assistant or Dean's designate will distribute, collect, and forward the questionnaires for tabulation. The division administrative assistant or Dean's designate will receive the tabulated questionnaires and type the comments verbatim, forwarding the completed questionnaires to the supervisor.
- c) The evaluation report shall include commendations and recommendations for improvement. The evaluation report must clearly describe the instructional abilities, performance, professional activities and personal suitability of the evaluatee.
- d) After the Dean has met with the evaluatee and reviewed the report, the evaluatee shall be requested to sign the report to acknowledge that it has been reviewed. The evaluatee's signature only indicates that the evaluation report has been reviewed and does not necessarily indicate agreement with the opinions offered.
- e) Should the evaluatee disagree with any part of the evaluation report, the evaluatee may express such disagreement in writing, a copy of which shall then be filed with the report.
- f) When all phases of the evaluation process have been completed, and the evaluation report has been signed by both the Dean and the evaluatee, one copy of the report shall be given to the evaluatee. The Dean shall present a copy of the report to the Vice President Academic for information and signature prior to forwarding the evaluation to Human Resources for filing.
- g) At the end of each probationary year, the evaluation report presented to a full-time probationary faculty member must be submitted no later than the first day of May of that probationary year.

Article 13, continued

- h) If warranted, probation may be extended by semester for a maximum of two (2) additional semesters beyond the second probationary year.
- i) In the event the full-time probationary faculty member is not able to complete four (4) full evaluation processes by June of the second probationary year, or for any reason during a given semester receives no teaching assignment, the probationary period shall be extended to meet this requirement.
- j) The decision of the Dean shall be final with no appeal.

13.3 Part-time Continuing and Temporary Faculty Evaluations

- a) Part time faculty teaching fifty percent (50%) or more of a full time annual instructional workload will be evaluated during their employment according to the same procedures in effect for full time probationary faculty (Article 13.2), excluding the two-year probationary requirement and consideration for regular status.
- b) Part-time faculty teaching less than fifty percent (50%) of a full time annual instructional workload may be evaluated during their employment according to the same procedures in effect for full-time probationary faculty (Article 13.2), excluding the two-year probationary requirement and consideration for regular status. The Dean may elect to conduct a classroom assessment.
 - i. A student questionnaire (which includes the standardized college questions) evaluating the performance of the faculty member must be administered to at least one (1) class of the faculty member's students each Fall/Winter/Spring/Summer semester in which the faculty member teaches. A person designated by the Dean shall administer the questionnaires, collect the completed questionnaires in a sealed envelope, and forward them to the Dean.
 - ii. The scored questionnaires shall be returned to the Dean who will review the results. Once the faculty member has submitted all final grades for a term to the Registrar's office, the supervisor will release the returned questionnaires to the faculty member.
 - iii. The Dean may meet with the faculty member to discuss the student questionnaires and the students' comments.

13.4 Full-time Term Certain Faculty Evaluations

- a) Full-time term certain faculty will be evaluated during their employment according to the same procedures in effect for full time probationary faculty (Article 13.2), excluding the two-year probationary requirement and consideration for regular status.

Article 13, continued

13.5 Full-time Faculty Evaluations

13.5.1 Full-time faculty who have successfully completed their probationary period shall complete the following requirements for a Formative Evaluation each academic year.

- a) A student questionnaire, evaluating the performance of the faculty member, shall be administered to at least two (2) classes of the faculty member's students. A person designated by the Dean shall administer the questionnaires, collect the completed questionnaires in a sealed envelope, and forward them to the Dean. This evaluation must be carried out in two (2) different semesters – at least one (1) class per semester. The survey must include standardized College questions.
- b) The scored questionnaires shall be returned to the Dean directly from the scoring organization; the Dean will review the results. Once the faculty member has submitted all final grades for the term to the Registrar's office, the supervisor will release the returned questionnaires to the faculty member.

13.5.2 Full-time faculty summative evaluations shall be completed once every four (4) years and shall include the following in the evaluative year:

- a) A student questionnaire, evaluating the performance of the faculty member, shall be administered to at least fifty percent (50%) of the faculty member's students in accordance with the process outlined in Article 13.5.1 a and b.
- b) The faculty member shall include a reflective summary that must be three (3) to five (5) pages in length, of the past four (4) years. Information should include, but not be limited to a response to the student evaluations, the achievement of goals, PD and scholarship activities during this period, workload duties, future plans, community service, and participation on College committees. A copy of the reflective summary shall be given to the Dean.
- c) The Dean shall schedule a meeting with the faculty member to discuss/review the summative evaluation and provide an evaluation report.
- d) A copy of the summative evaluation and evaluation report will be signed by the faculty member and the Dean, and forwarded to the Vice President Academic for review and authorization. The final document will be filed in the faculty member's personnel file in Human Resources.

13.5.3 During the formative or in preparation for a faculty member's summative evaluation, a Dean may recommend that the faculty member undertake one (1) or more additional evaluation and training activities as outlined in Article 13.6.

Article 13, continued

13.6 Additional Evaluation and Training Activities

Faculty may also engage in other activities that go beyond the minimum requirements such as the following:

- a) **Student Questionnaire**
In addition to student questionnaires, faculty may also distribute division or program specific form(s) or faculty specific form(s).
- b) **Dossiers**
A dossier documents a faculty member's accomplishments in teaching, professional development, and service to the College and community. Examples may include the following:
 - course outlines, handouts, quizzes, and exams;
 - summary of conferences and seminars attended;
 - summary of any research or scholarly activity;
 - participation on College committees; and
 - involvement in community organizations.
- c) **Peer Consultation**
 - Faculty may invite a peer to attend a class then provide feedback. This process could be very informal and open-ended or could involve a structured questionnaire completed by the peer.
 - A peer may audiotape or videotape a class and then, while viewing the video or listening to the tape, the peer and faculty member could discuss teaching methods and strategies.
 - The faculty member may meet with one (1) or more peers to discuss professional and instructional goals.
- d) **Small Group Instructional Feedback (SGIF)**
The faculty member may participate in an SGIF. SGIF is a method led by a trained SGIF facilitator who uses small group discussion among students to provide feedback for a faculty member. This feedback helps faculty improve their teaching, provides suggestions for strengthening the course, and increases communication between students and faculty. More detailed information on the process and a list of experienced facilitators is available in the Faculty Association office.
- e) **Instructional Skills Workshop (ISW)**
Faculty may participate in an ISW. An ISW involves four (4) to six (6) faculty developing and then presenting three (3) mini-lessons over the course of three (3) to six (6) days. Two (2) facilitators encourage constructive feedback after the completion of each mini-lesson. There are also opportunities for discussions about the teaching and learning processes. For more information, contact the Faculty Association office.

13.7 Method for Changing Faculty Evaluation Procedures

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

ARTICLE 14
Discipline

14.1 Disciplinary Action

- a) No faculty member shall be disciplined without just cause.
- b) When disciplinary action is to be taken against a faculty member, the faculty member is entitled to have Faculty Association representation. If disciplinary action is intended to be placed on the faculty member's record, that faculty member shall be informed in writing as to the action and the reasons thereof. When a faculty member has been given a written disciplinary letter, the College shall provide the Faculty Association with a copy of that disciplinary letter.
- c) A faculty member who has been subjected to disciplinary action may, after thirty-six (36) months worked from the date that disciplinary action was invoked, request that the faculty member's personnel file be purged of any record of the disciplinary action, provided there have been no offenses of which written warnings have been delivered to the faculty member within that time and there is not an outstanding grievance related to the disciplinary action.

ARTICLE 15
Termination of Appointment

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

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

15.2 Suspension and Termination

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

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

15.3 Redundancy

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

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

Article 15, continued

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

15.4 Severance Payment

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

ARTICLE 16
Grievance Procedure

- 16.1 A grievance is a difference arising
- 16.1.1 with respect to the interpretation application or operation of this Agreement,
 - 16.1.2 with respect to a contravention or alleged contravention of this Agreement, and
 - 16.1.3 with respect to whether a difference referred to in Article 16.1.1 or 16.1.2 can be the subject of arbitration, between the parties to or persons bound by this Agreement and not otherwise covered by other procedures in the Agreement.
- 16.2 A grievance shall be addressed in the following manner:
- 16.2.1 Step 1.
A faculty member, with or without the assistance of the Faculty Association, shall first seek to settle the grievance with the member's supervisor, within ten (10) working days from the date of the incident giving rise to the grievance.
 - 16.2.2 Step 2.
Failing settlement at Step 1, the faculty member through the Faculty Association Representative shall, within thirty (30) days of the initial discussion with the immediate supervisor, submit the grievance in writing to the Vice President Academic of the College.

The written grievance shall contain the following information:
 - a) a summary of the circumstances giving rise to the grievance,
 - b) the provisions of the Agreement considered, and
 - c) the particulars of the remedy sought.
The Vice President Academic or designate shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The Vice President Academic or designate shall provide a written response to the Faculty Association within twenty (20) working days of hearing the grievance.
 - 16.2.3 Step 3.
Failing settlement at Step 2, the Association shall within fifteen (15) working days of receipt of the written response of the Vice President Academic, submit the grievance in writing to the President of the College. The President of the College or designate shall hear the grievance at a meeting within ten (10) working days of the submission of the written grievance. The President or designate shall provide a written response to the Faculty Association within twenty (20) working days of hearing the grievance.
 - 16.2.4 Step 4.
Failing satisfactory settlement at Step 3, the grievance may be referred to Arbitration in accordance with the requirements of Article 17.

Article 16, continued

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

ARTICLE 17
Arbitration

- 17.1 The parties may proceed to Arbitration by way of Arbitration Board if the parties have reached Step 4 pursuant to Article 16.2.4 of the Collective Agreement or by mutual agreement of the parties.
- 17.2 Arbitration Board
- 17.2.1 The grievance shall be referred to the Arbitration Board by notifying the other Party within ten (10) days of the preceding step, and the referent shall name a nominee to the Arbitration Board.
- 17.2.2 The respondent shall name a nominee to the Arbitration Board and inform the referent within ten (10) days.
- 17.2.3 If a party fails to appoint a nominee to the Arbitration Board, the other may seek an appointment by the Director of the Labour Relations Board, as contemplated by the *Labour Relations Code*, as amended from time to time.
- 17.2.4 Upon the appointment of the two nominees so selected, they shall within ten (10) days appoint a third person as a member who shall be chair.
- 17.2.5 If the two nominees fail to agree upon a chair, either or both may request the Director to make an appointment as contemplated by the *Labour Relations Code*, as amended from time to time.
- 17.2.6 The time within which any appointment must be made may be extended by agreement between the Parties.
- 17.3 Single Arbitrator
- 17.3.1 Notwithstanding Articles 17.1 and 17.2, by consent the Parties agree that at any time following notice of arbitration under Article 17.2.1, they may elect to proceed to arbitration by way of Single Arbitrator in lieu of an Arbitration Board.
- 17.3.2 Once the parties have agreed by consent to proceed by a Single Arbitrator, the parties must agree within ten (10) days as to whom the Single Arbitrator will be.
- 17.3.3 If the two parties fail to agree upon a Single Arbitrator, either or both may request the Director of the Labour Relations Board to appoint a Single Arbitrator.
- 17.3.4 The time within which the selection of a Single Arbitrator must be made may be extended by agreement between the Parties.

Article 17, continued

- 17.4 The Arbitration Board and Single Arbitrator are governed by the following provisions:
- 17.4.1 They shall neither add to, detract from, nor modify the language of any Section of the Collective Agreement.
 - 17.4.2 They shall hear and determine the grievance and shall issue a decision in writing which is final and binding upon the Association and the College and upon any employee affected by it.
 - 17.4.3 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair or Single Arbitrator governs.
 - 17.4.4 The two parties shall equally share the expense of the chair or Single Arbitrator and, if applicable, each party shall bear the expense of its nominee.
 - 17.4.5 It shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
 - 17.4.6 Where an employee has been suspended pursuant to Article 15.2, it may direct the College to reinstate the employee and may make such other directive in regard to any penalty it considers fair and reasonable.
 - 17.4.7 Where an employee has been dismissed pursuant to Article 15.2, it may direct the College to reinstate the employee and pay to the employee a sum equal to the salary lost by removal, or such lesser sum as in the opinion of the Arbitration Board or Single Arbitrator is fair and reasonable, and may make such other directive in regard to any penalty it considers fair and reasonable.
- 17.5 Option – Mediation
- 17.5.1 A grievance may, upon agreement of both parties, be submitted to Mediation for possible resolution before accessing the Arbitration process as contained in Article 17. However, if Mediation is not agreed to by both parties, or if mediation fails to settle the grievance, the grievance shall proceed to arbitration. Should the grievance proceed to Mediation, the parties shall share equally the costs of the Mediator.

ARTICLE 18
General Clauses

- 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 shall reduce the regular salary of a regular faculty member below the amount paid in the year immediately prior to the effective date of this collective agreement.

SIGNATURES

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

SIGNED THIS 27 DAY OF November 2018



PRESIDENT, FACULTY ASSOCIATION
MEDICINE HAT COLLEGE



CHAIR, BOARD OF GOVERNORS
MEDICINE HAT COLLEGE



CHAIR, NEGOTIATING COMMITTEE
MHC FACULTY ASSOCIATION



ACTING PRESIDENT
MEDICINE HAT COLLEGE

APPENDIX A - Salary Schedule

Full-time Grid

July 1, 2018 to June 30, 2020

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

Formulas

Article 6.7.1 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 7.6 a) Non-instructional Time Formula:

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

Non-Instructional Time Rates:

	2018 – 2020
Instruction	\$3,373
Lab Instruction	\$675

Article 7.12 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 2018 - June 2020

		<u>E</u>	<u>C</u>
Category 1 - 3	Step 1	91.87	109.86
	Step 2	98.39	118.75
	Step 3	116.28	139.10
	Step 4	135.46	161.51
Category 4 - 5	Step 1	65.10	77.81
	Step 2	68.93	82.38
	Step 3	79.18	94.60
	Step 4	92.57	110.60
Category 6	Step 1	52.29	62.50
	Step 2	54.88	65.58
	Step 3	61.28	73.25
	Step 4	67.68	80.86

Distributed Learning Faculty Remuneration

(Article 7.11)

July 2018 - June 2020

Therapist Assistant Lab	\$611 per student per lab
Paramedic Lab	\$650 per student per lab

	<u>Bachelor's</u>	<u>Master's</u>
DL Rate	91.87	109.86
Overload DL Rate	101.88	132.91

Formula for part-time and overload DL instruction:

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

Formula for part-time DL lab hours:

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

Clinical & Lab Coach Rates

(Article 7.13)

July 2018 - June 2020

Clinical Rate	70.50
Lab Coach Rate	58.81

ADDENDUM

Medicine Hat College Supplementary Employment Insurance Benefit Plan

(S.E.I.B.)

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

ADDENDUM S.E.I.B, continued

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

*Income Tax	*Dental Plan
*L.A.P.P.	*Faculty dues
*Group Insurance	
12. Employees in receipt of SEIB payments shall not be entitled to receive leave for other purposes (i.e. compassionate leave) during the period of leave related to maternity.
13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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