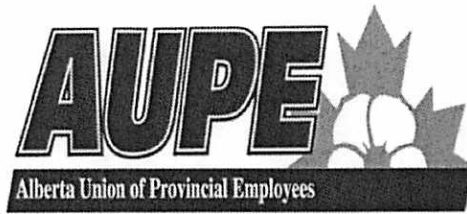




MEDICINE HAT
COLLEGE



COLLECTIVE AGREEMENT

Between the

BOARD OF GOVERNORS OF
MEDICINE HAT COLLEGE

And the

ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 071 / CHAPTER 005

JULY 1, 2017 - JUNE 30, 2020

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This Agreement made the 23rd day of May, 2019.

Between:

The Board of Governors of Medicine Hat College
(hereafter referred to as the Employer)

of the first part

and

The Alberta Union of Provincial Employees
(hereafter referred to as the Union)

of the second part

and

WHEREAS, the *Public Service Employee Relations Act*, S.A. 1977 C. 40, (hereinafter called the "Act") applies to Medicine Hat College (hereinafter called the "College") and the support staff of the College; and

WHEREAS, pursuant to the provisions of the said *Act*, the Union has the right to negotiate on behalf of the Board's said Employees; and

WHEREAS, the parties are mutually desirous of entering into an Agreement as defined in said Act containing provisions with reference to rate of pay, hours of work and other terms or conditions of employment, and providing a procedure for the consideration of grievances and the settlement of disputes.

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1
Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the masculine gender applies also in the feminine;
- (b) A word used in the singular may also apply in the plural;
- (c) "Act" means *The Public Service Employee Relations Act*;
- (d) "President" means the Chief Executive Officer of Medicine Hat College;
- (e) "Local" means Local 071/005 of the Alberta Union of Provincial Employees;
- (f) "Union" means the Alberta Union of Provincial Employees;
- (g) "Employer" means the Board of Governors of Medicine Hat College;
- (h) "Employee" means all of the support staff of Medicine Hat College included in the Bargaining Unit. An Employee may be employed on a Full-time or Part-time basis within each appointment type.

Employment Status

- (i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours as outlined in Article 9 Hours of Work.
- (ii) "Part-time Employees" are engaged to perform work that is a minimum of at least twenty (20) hours per week or the annual equivalent, on an established schedule but less than the normal daily or weekly hours as outlined in Article 9 Hours of Work.

Appointment Type

- (i) "Regular Employees" are engaged on either a Full-time or Part-time basis to perform duties which are of a continuous nature of indefinite extent. Such Employees are hereinafter referred to as "Regular Full-time Employees" or "Regular Part-time Employees".
- (ii) "Sessional Employees" are engaged on either a Full-time or Part-time basis for specified periods of employment that exceed a minimum of eight (8) months per year, but less than twelve (12) months per year, every year of a recurring nature. Such Employees are hereinafter referred to as "Sessional Full-time Employees" or "Sessional Part-time Employees".
- (iii) "Temporary Employees" are engaged on either a Full-time or Part-time basis to replace Employees who are absent on an approved leave(s). A Regular, Sessional or Recurring Seasonal Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular or Sessional Employee, whichever is applicable.

- (iv) "Recurring Seasonal Employees" are non-students engaged on a part time basis for specific departmental/program assignment(s) of a recurring nature to perform work that is a minimum of ten (10) hours per week, but less than twenty (20) hours per week, that occurs a minimum of eight (8) months per year, every year.
- (v) "Casual Employees" are Employees who cannot be defined as Regular, Sessional, Temporary or Recurring Seasonal Employees. It is agreed that Casuals will not be employed to perform work that is known to be of a Regular, Sessional, Recurring Seasonal or Temporary nature. Casual Employees will not be employed for a continuous period exceeding six (6) months in the same job. There is no guarantee of continued hours or duration of employment. The period of employment may be extended by mutual agreement of the Parties in writing.
- (i) "Union Steward" means an Employee in the Bargaining Unit duly elected or appointed to act on behalf of the Employees.
- (j) "Union Representative" means a person employed by the Union and represents the Union or the Members.

ARTICLE 2
Recognition / Jurisdiction

- 2.01 The Employer recognizes the Union as the certified bargaining agent pursuant to Certificate No. 3-80 issued by the Public Service Employee Relations Board pursuant to the Provisions of the Public Service Employee Relations Act, 1977, for the unit comprising "all Employees of the Board of Governors of Medicine Hat College when employed in general support services".
- 2.02 The Employer shall advise new Employees that a Collective Agreement is in effect and supply Employees with a copy of the Agreement. The Union will provide a Union orientation of not more than fifteen (15) minutes in collaboration with the College's orientation program.
- 2.03 The Employer and the Union will equally share the cost of printing enough copies of this Agreement to distribute among employees.
- 2.04 The Employer will provide specific Bulletin Board space for the use of the Union at a location on the Employer's premises that is accessible to the Employees. The Employer will also make available to the Union a specific location on its premises for the placement of reasonable quantities of Union literature.
- 2.05 The Employer will allow the Chapter Chair Person access to the College Email system for the purposes of distributing Union information directed to its members. The Chapter Chair Person shall ensure that any distributed information complies with all College policies and procedures applicable to email communication

- 2.06 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement between the Employer and the Union at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

ARTICLE 3
Application of Agreement

Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement are as follows:

- 3.01 This Agreement applies in full to all Regular Full-time Employees, and applies in full or on a pro-rata basis, as applicable, to all Sessional Full-time Employees. Notwithstanding the foregoing Sessional Employees will have the option of maintaining Benefits, as outlined in Article 27, during the period(s) they are not employed by the Board. Sessional Full-time Employees are entitled to the provisions of Article 23 - Paid Holidays during the term of active employment with the College.
- 3.02 This Agreement applies in full or in part, as applicable, to all Regular Part-time Employees and applies in full or on a pro-rata basis, as applicable to all Sessional Part-time Employees. Sessional Part-time Employees are entitled to the provisions of Article 23 - Paid Holidays on a pro-rata basis during the term of active employment with the College.
- 3.03 Except as otherwise provided in this Agreement, Casual Employees and Temporary Employees shall not be entitled to any provisions of this Agreement other than the following Articles:
- Article 5 Management Rights
 - Article 6 Dues Check-Off
 - Article 7 Wage Rates
 - Article 8 Probationary Period
 - Article 9 Hours of Work
 - Article 10 Overtime
 - Article 11 Shift Differential
 - Article 12 Call Back Pay Guarantee
 - Article 13 Reporting Pay
 - Article 26 Health & Safety
 - Article 29 Protection of Personal Garments
- 3.04 Except as otherwise provided in this Agreement, Recurring Seasonal Employees shall not be entitled to any provisions of this Agreement, other than the articles in 3.03 on a pro-rata basis, and the following:
- Article 16 Leaves of Absence/Special Leave
 - Article 17 Maternity/Paternity Leave
 - Article 23 Paid Holidays

Article 24 Seniority

- 3.05 Recurring Seasonal Employees shall be paid six percent (6%) of their earnings in addition to their regular rate of pay in lieu of vacation. During the period of employment, a Recurring Seasonal Employee shall receive a pro-rata sick leave entitlement equivalent to two (2) days per month worked, which shall be non-cumulative from year to year.
- 3.06 Casual and Temporary Employees shall be paid eight percent (8%) of their earnings in addition to their regular rate of pay, in lieu of vacation and paid holiday entitlements.
- 3.07 Temporary Employees who are employed on a continuous basis in excess of six (6) months shall be eligible for benefits on a pro-rata basis according to Article 27 with the exception of the Local Authorities Pension Plan. When the initial temporary appointment is 6 months or greater the employee shall be eligible for benefits from the first day of the first full month of employment. Temporary appointments less than (6) months shall not qualify for benefits unless the period of employment is extended and becomes in excess of six (6) months than the employee will become eligible from that point forward. Regular and Sessional employees who accept a temporary appointment will maintain their current level of benefits.

ARTICLE 4

Employer Union Relations

- 4.01 (a) Except for 4.01 (b), any communication required in the administration of this agreement shall be addressed to the President of the Union or the President of the Employer.
- (b) Notwithstanding the above, the following notices may be provided:
- (i) Any notice required to be given to the Employer pursuant to the grievance procedure may be given by any Employee designated by the Union and the President of the Union shall provide to the President of the Employer a list of Employees so designated.
- (ii) Request for permission for a meeting of Local 071/005 of the Alberta Union of Provincial Employees upon College premises, shall be by the Chairperson of Local 071/005 of the Alberta Union of Provincial Employees.
- 4.02 The Employer recognizes Union Stewards as officials of the Union. The Chapter Chair Person shall provide an updated annual list and/or a revised list of Union Officers and Stewards to the Employer.
- 4.03 The Union acknowledges that Stewards have their regular work to perform as Employees of the Employer and it is therefore agreed that they shall not leave their work to investigate or process a grievance or undertake any other Union business on the Employer's premises during working hours without the prior consent of the Steward's immediate Supervisor concerned, providing that such consent shall not be unreasonably withheld.

- 4.04 Upon receiving forty-eight (48) hours written notice, the Director of Human Resources may grant permission to the Chapter Chair Person to hold regular or special Chapter meetings on the campus at times outside of regular working hours, providing that suitable space is available.
- 4.05 The Employer will provide the Union with a list of Employer Representatives with whom it may arrange Employee appointments for the purpose of investigating grievances or resolving complaints.
- 4.06 Representatives of the Union shall be permitted access to the Employer's premises upon prior approval of the Director of Human Resources. The foregoing approval shall not be unreasonably denied.
- 4.07 The Employer shall provide the Union with a copy of any regulation, guideline or directive affecting Employees of the Bargaining Unit.
- 4.08 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulations, guideline or directive.

ARTICLE 5
Management Rights

- 5.01 The Union recognizes that the Employer has the right, subject to the terms of this Agreement, to determine all matters pertaining to the conduct of its management of the College and its affairs and, without restricting the generality of the foregoing, the Union acknowledges that such rights are inclusive of the right to:
- (a) maintain order and efficiency;
 - (b) hire, demote, layoff, recall and classify; further to discipline Employees for just cause;
 - (c) make, and enforce, and alter from time to time, rules and regulations to be observed by Employees;
 - (d) establish methods and schedules of work; the right to subcontract; the extension, limitation, curtailment or cessation of operations of the Employer, and all other matters required for the proper management of the College.

ARTICLE 6
Dues Check-Off

- 6.01 All Employees covered by this Agreement shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.

- 6.02 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first (1st) working day after the fifteenth (15th) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be applied in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee, showing Employee number, starting date, classification, amount of Union dues deducted, name, last known address and phone number. The Employer will also provide, on a monthly basis, a list of the names and last known addresses of Employees currently receiving Long Term Disability benefits.
- 6.03 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7
Wage Rates

- 7.01 All Employees shall be paid for work performed in accordance with Schedule "A" attached.
- 7.02 Employees shall be paid monthly or as mutually agreed to between the Employer and the Employees. Monthly salaries shall be paid three (3) banking days prior to the end of the month.
- 7.03 All Employees will commence employment at the start rate as listed in Schedule "A" and proceed to job rate on completion of one thousand eight hundred and twenty (1820) hours of service, inclusive of vacation and paid holidays.
- 7.04 Should the Appointment Type of an Employee change, they shall be credited with all hours worked in the previous Appointment Type for the purposes of reaching the job rate.
- 7.05 A Temporary and/or Casual Employee may accumulate hours worked during successive periods of employment for the purposes of reaching the job rate, provided that the periods of employment are not interrupted by more than six (6) months.
- 7.06 Employees who are frozen over range in accordance with Article 30 shall receive the equivalent of the negotiated increase for each year of the agreement in a lump sum off-grid payment, payable on the first pay period in July.

ARTICLE 8
Probation Period

- 8.01 During the initial period of employment, an Employee shall be considered a "Probationary Employee" until such time as they have successfully completed a probationary period as defined below. The employer may extend a probationary period, after consultation with the Union for up to six (6) months. During such probation period, Probationary Employees may be terminated if, in the opinion of the Employer, the performance of the Probationary Employee is not suitable.
- 8.02 The probationary period for employees at Pay Level 6 and below shall be six (6) months. For Employees at Pay Level 7 and above the probationary period shall be twelve (12) months.
- 8.03 If a Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee, in the same position, and there is less than one (1) month break in service the probationary period shall be reduced by the number of months of consecutive service in that position. If the Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee in a different position from the one previously held by him/her it will be considered the initial period of employment for that position and the Employee shall be considered a "Probationary Employee".

ARTICLE 9
Hours of Work

- 9.01 The normal Hours of Work for Employees covered by this Agreement shall be seven (7) hours per day and thirty-five (35) hours per week and for every five (5) consecutive days worked, an Employee shall receive two (2) consecutive days of rest.
- 9.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of five (5) working hours, one (1) period before the meal break and one (1) after.
- 9.03 All Employees, who work a period in excess of five (5) working hours, will have an unpaid lunch period of not less than thirty (30) minutes.
- 9.04 An Employee who works five (5) or less than five (5) working hours and more than two (2) working hours shall receive one (1) fifteen (15) minute paid rest period.
- 9.05 When the Employer initiates a change in an Employee's regular scheduled hours of work, the new hours of work shall not take effect for twenty eight (28) calendar days or such shorter period as mutually agreed between the Employer and the Employee. The provisions of Article 9.05 shall not apply in an emergency situation.

Flexible Work Arrangement

- 9.06 The Employee and Employer may enter into a flexible work arrangement under the following provisions:

- (a) services to the public are not adversely affected
 - (b) the needs of the students, faculty and management are met
 - (c) operational requirements are met
 - (d) the Supervisor and Human Resources approve
 - (e) there is voluntary participation by the Employee
- 9.07 The Supervisor and the Employee, with the approval of the Human Resources, may agree to arrange a flexible schedule comprised of flexible hours and core hours, which average over a four (4) week period and total normal weekly hours of work in Article 9.01.
- 9.08 In the event the flexible work arrangement does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of twenty eight (28) calendar days.
- 9.09 An Employee who is working according to a flexible work arrangement may opt for regular times of work by providing the Employer advance notice of twenty eight (28) calendar days.
- 9.10 Employees shall neither lose nor gain in benefits and/or entitlements as a result of participating in a flexible work arrangement.

ARTICLE 10
Overtime

- 10.01 The Union recognizes that the Employer may occasionally require an employee to work short periods of overtime, not to exceed fifteen (15) minutes per day without paying the overtime rate.
- 10.02 An Employee must first obtain permission before working additional overtime hours.
- 10.03 The distribution of overtime shall be done in a fair and equitable manner wherever possible, taking into account Employee availability, qualifications, and skills.
- 10.04 All time worked before or after the regular work day, regular work week, or on a holiday, shall be considered overtime and shall be compensated as follows:
- (a) On a regular work day - All Employees shall be compensated for all time worked outside the regular work day and shall be paid at the rate of double the regular hourly rate.
 - (b) On a regular scheduled day off - All Regular and Sessional Employees shall be compensated at double the regular hourly rate for all hours worked.

- (c) On a paid holiday - All Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday, plus an additional day off with pay at a time mutually agreeable between the Employee and the Employer. Casual Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday.
- (d) Travel on College business – An Employee who is required to travel on College business or to attend a job-related training course or seminar, where the combination of travel time and work time exceeds the regular hours of work, the Employee shall be compensated at one point five (1.5) times the regular hourly rate for those hours in excess of the regular hours.

10.05 All Employees shall be subject to the daily overtime payment as provided in Article 10.04 except for Employees working flex hours as per Article 9.06 through 9.10. Employees working less than the normal hours of work stated in Article 9.01 who are required to work longer than their usual daily hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily hours for full time Employees, after which the provisions of Article 10.04 apply.

- 10.06 (a) An Employee may take equivalent time off in lieu of payment of overtime worked (i.e. two (2) or one and a half (1.5) hours off for each one (1) hour overtime worked), such time off to be taken at a time mutually agreeable to the Employee and the Employer.
- (b) Overtime payment or compensatory time off shall be calculated to the nearest one-quarter (1/4) hour.
- (c) Banked overtime earned from January to June is normally expected to be used by December 31, and banked overtime earned from July to December is expected to be used by June 30. When an employee is not able to use banked overtime, it shall be paid out at the overtime rate at which it was earned.

ARTICLE 11

Shift Differential / Weekend Premium

11.01 Employees shall receive a Shift Differential of one dollar and fifty cents (\$1.50) per hour for working the afterhours shift, where at least one hour worked in such shift fall between four (4) p.m. through eight (8) a.m.

11.02 An Employee who works Saturday or Sundays as part of a regularly scheduled work week, shall receive a Weekend Premium of one dollar and fifty cents (\$1.50) for each hour worked from midnight Friday to midnight Sunday. The Weekend Premium shall not be paid to an Employee who is not regularly scheduled to work weekends and shall receive overtime compensation for working Saturday or Sunday as a day of rest.

11.03 Where applicable Employees shall receive both Shift Differential and Weekend Premium.

- 11.04 The Shift Differential and Weekend Premium shall not be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 12
Call Back Pay Guarantee

- 12.01 An Employee who is called back to work outside the Employee's regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the Employee's regularly scheduled hours of work and the work the Employee is called back to do.
- 12.02 When a call back forms a continuous period with the Employee's normal hours of work, the Employee's normal hours of work shall not be reduced as a result of the call back.
- 12.03 The call back of Employees shall be done in a fair and equitable manner wherever possible, taking into account Employee availability, qualifications, and skills.

ARTICLE 13
Reporting Pay

- 13.01 A Casual Employee shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when a scheduled work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.

ARTICLE 13A
Standby

- 13A.01 When an Employee is designated to be immediately available in returning to work during a period when the Employee is not on regular duty, the Employee shall be paid the amount of one-half (1/2) hours pay at his regular rate for each four (4) hours on standby or portion thereof.
- 13A.02 Where operational requirements permit, an Employee shall not normally be required to standby on two (2) consecutive weekends or on two (2) consecutive paid holidays.

ARTICLE 14
Time Off for Union Business

- 14.01 Time off, without loss of regular earnings, will be granted to a maximum of two (2) Employees when involved in discussions related to the processing of grievances or the investigation of complaints arising out of the Collective Agreement provided, however, the Steward first obtains the consent of the Employee's immediate supervisor, which consent shall not be unreasonably withheld.
- 14.02 Time off, without loss of regular earnings, will be granted to members of the Joint Safety Committee for time spent at Committee meetings and for Joint Committee safety inspection tours during working hours.
- 14.03 Time off, without loss of regular earnings, will be granted to designated local union officers and representatives for time spent at meetings authorized by the Employer on matters of mutual interest.
- 14.04 Time off, without pay, shall be provided to members of the Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiations of a Collective Agreement.
- 14.05 Time off, without pay, for the purposes of Negotiation preparatory meetings shall be granted to members of the Negotiating Committee and alternates, not to exceed six (6) in number, provided the Employees concerned give at least five (5) working days notice in writing requesting such time off, and that operation requirements permit.
- 14.06 Time off, without pay, for the purposes of attendance at Union functions or to attend to Union business shall be granted, provided the Employees concerned give at least five (5) working days notice in writing requesting such time off, and that operational requirements permit. Further, that no more than three (3) Employees be granted time off at any one time.
- 14.07 Employees who are elected to a full-time position with the Union shall be granted a leave of absence without loss of seniority for a period of two (2) years. Such leave of absence may be renewable for further terms upon written request and approval by the Employer.

ARTICLE 15
Illness Leave

- 15.01 Illness Leave means the period of time that an Employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 15.02 In the first year of service with the Employer, an Employee shall be entitled to accumulate two (2) days per month of illness leave. After one (1) year of service with the Employer, an Employee will be entitled to up to ninety (90) calendar days of illness leave for each unrelated illness.

- 15.03 When an Employee has suffered an illness and has been paid under the provisions of Long Term Disability Insurance, upon returning to full time duty, the employee shall be entitled to an additional illness leave benefit in the current year in accordance with the following schedule to a maximum of:
- (a) Less than one (1) year of service: nil.
 - (b) After one (1) year of service: ninety (90) calendar days.
- 15.04 An Employee returning to work following an illness leave exceeding six (6) months in duration, shall be returned to their former position or be placed in another position at a comparable salary level.

ARTICLE 15A
Proof of Illness

- 15A.01 To obtain illness leave benefits as described in Article 15 the Employer requires a medical note for illness leave of more than 3 days. The Employer may require an Employee to provide additional medical information or other satisfactory proof of illness. 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 their return to work.
- 15A.02 (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 his duties 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 their 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 15A.02(a).
- 15A.03 Pursuant to Clause 15A02, an Employee 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 16
Leave of Absence / Special Leave

- 16.01 The Employer may grant a Regular, Sessional, or Recurring Seasonal Employee leave of absence with or without pay for legitimate personal reasons, providing operational requirements and the availability of a suitable replacement will permit. For purposes of legitimate personal reasons, this clause also includes consideration for Compassionate Care, as per Federal Legislation governing the Employment Insurance Program, provided that the provisions of the Federal program shall apply. There shall be no discrimination in the application of this provision. While on leave, an Employee is entitled to any salary adjustments that occur.
- 16.02 If circumstances necessitate medical appointments during normal working hours, and with prior authorization of the Employer, absence for such appointments shall be with pay.
- 16.03 A Regular, Sessional, or Recurring Seasonal Employee may be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Request for such leave shall be made in writing to the Employer at least one (1) month prior to the anticipated commencement of the leave. An employee returning from a leave of absence exceeding six (6) months in duration shall be returned to his/her former position, or placed in another position at a comparable salary level upon return to work.
- 16.04 A Regular, Sessional, or Recurring Seasonal Employee shall be granted special leave, upon written request, at his/her Basic Rate of Pay under the provisions of 16.05, 16.06, and 16.07 of this Article. Special Leave shall be permitted providing operational requirements and the availability of a suitable replacement will permit. There shall be no discrimination in the application of this provision.
- 16.05 Bereavement leave of up to five (5) work days with pay shall be allowed in the event of the death of the following:
- (a) Spouse, including the Employee's Common-law spouse who is of the opposite sex or the same sex;
 - (b) Child, parent, guardian, grandparents, grandchild of the Employee or the Employee's spouse;
 - (c) Brother, sister or the spouse of the brother or sister, of the Employee or the Employee's spouse;
 - (d) Step-child, step-parent, step-brother, or step-sister of the Employee or the Employee's spouse;
 - (e) A relative whose chief domicile is in the Employee's residence;
 - (f) The Employer may extend bereavement leave up to three (3) additional days with pay.
- 16.06 An Employee shall be granted up to one (1) day with pay to be present at the birth or adoption of his/her child.

In the event of an illness or injury within an Employee's immediate family, the Employee shall be granted up to one (1) work day with pay, in order to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Time off with pay in any one fiscal year shall not exceed a total of five (5) work days for this provision. Immediate family shall mean the Employee's spouse as per 16.05(a), child (including step child), parent, parent in-law, grandparents, grandchild, or anyone under the legal guardianship of the employee. This leave may also be used for the purpose of attending to other business that requires the Employee's personal attendance.

ARTICLE 17

Maternity / Parental Leave

17.01 A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum sixteen (16) weeks.

Maternity leave may commence up to twelve (12) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice.

If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employees duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave.

For the period of maternity leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick leave benefits in accordance with Article 15.

17.02 Parental or Adoption Leave

An employee who has been employed for at least ninety (90) days is entitled to parental leave without pay as follows:

- (a) in the case of an Employee who has taken maternity leave, a maximum of thirty-seven (37) weeks commencing immediately following the last day of her maternity leave,
- (b) in the case of a parent who has not taken maternity leave, a maximum of thirty-seven (37) weeks during the fifty-three (53) weeks after the child's birth, or
- (c) in the case of an adoptive parent leave can start any time after the birth or adoption of a child, but must be completed within thirty-seven (37) weeks of the date the baby is born or placed with the parents.

If both parents are Employees, parental leave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must advise the Employer. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is thirty-seven (37) weeks.

An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.

- 17.03 An Employee granted leave for maternity or parental reasons pursuant to Clause 17.01 or 17.02 shall be returned to his/her former position, or be placed in another position at comparable salary level upon return to work. The Employee will be required to give a minimum of twenty (20) work days written notice of the intention to return to work.

ARTICLE 18 **Court Leave**

- 18.01 An Employee 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 up to an amount equivalent to the pay received shall be reimbursed by the Employee to the Employer.
- 18.02 The Employee shall attend work during those hours the Employee is not required to attend in Court.
- 18.03 The Employer may require the Employee to provide proof of service from an Officer or Clerk of the Court.
- 18.04 Where the Employee is required to attend Court as a plaintiff or defendant, leave without pay shall be granted.

ARTICLE 19 **Education Leave**

- 19.01 Credit Courses:
- (a) Full-time Employees and their spouses and dependents, are entitled to a tuition fee waiver of fifty percent (50%), when taking a credit course or courses at Medicine Hat College.
- A Dependent is defined as:
- (i) an unmarried, fully dependent child less than 21 (twenty-one) years of age;
 - (ii) an unmarried child that is over 21 (twenty-one) years but less than 26 (twenty-six) years of age attending an accredited educational institution on a full-time basis;
 - (iii) an unmarried child, over 26 (twenty-six) years of age, but fully dependent on the Employee due to mental or physical infirmity.

- (b) Part-time Employees and their spouses and dependents are entitled to a tuition waiver of fifty percent (50%) for a credit course or courses they themselves take at Medicine Hat College, outside their working hours.
- (c) Sessional Employees and their spouses and dependents are entitled to a tuition waiver of fifty percent (50%) for a credit course or courses they themselves take at Medicine Hat College, outside their working hours.

19.02

Non-Credit Courses

- (a) Full-time Employees and their spouses and dependents, when taking non-credit courses at Medicine Hat College, shall pay fifty percent (50%) of the normal tuition fee.
- (b) Part-time Employees, when taking non-credit courses at Medicine Hat College outside their working hours, shall pay fifty percent (50%) of the normal tuition fee.
- (c) Sessional Employees may take non-credit courses at Medicine Hat College outside their working hours and pay fifty percent (50%) of the normal tuition fee.
- (d) In order to qualify for the reduced fee for the non-credit course(s) at Medicine Hat College, the following criteria shall apply:
 - (i) The course(s) must be self-supporting from participants paying full tuition.
 - (ii) Where non credit courses are full with participants paying one hundred (100%) of tuition, Employee's spouses and dependents may be bumped.
 - (iii) All Employees are eligible to receive one hundred (100%) tuition waiver on all First Aid training programs offered at the College.

19.03

An Employee who is directed to undertake training (credit and/or non-credit courses) as requested in writing by the Employee's supervisor, will receive one hundred percent (100%) funding for such training, paid by the College.

19.04

- (a) Leaves of absence with pay shall be granted when an Employee is requested by the Employer to engage in an educational activity which is designed for job skill improvement or to prepare the Employee for a new job assignment.
- (b) Leaves of absence without pay may be granted to an Employee who wishes to engage in some educational activity not requested by the Employer.

ARTICLE 20
Grievance and Adjudication

20.01 In the event that a difference occurs between the Employer and the Union, and/or one or more Employees regarding the operations, interpretation, application, or alleged violation of this Collective Agreement, or should an Employee or group of Employees feel they have been unjustly dealt with, the following procedure of settlement shall be followed:

Step 1

The Employee or Employees concerned should first seek to settle the difference in discussion with the immediate Supervisor within seven (7) working days of the alleged cause of complaint, or the date the Employee could be expected to have been aware of the complaint.

Step 2

If a satisfactory settlement is not reached in Step 1, the Union may submit a grievance in writing to the appropriate Divisional Vice President, within fifteen (15) working days of the date of the alleged cause of complaint, or the date the Employee could be expected to have been aware of the complaint. A written grievance must specify a complete and full statement of the difference and the particular relief requested on behalf of the grievor. The appropriate Senior Manager or Designate shall submit a written reply to the Union within ten (10) working days of the receipt of the written grievance.

Step 3

If satisfactory settlement is not reached in Step 2, then it may be referred in writing to the President, providing this is done within ten (10) working days after the receipt of the reply from the appropriate senior manager. The President of the College or Designate shall submit a written reply to the Union within ten (10) working days of the receipt of the notification to advance the grievance.

Step 4

If a satisfactory settlement is not reached in Step 3, the Union may submit the grievance to adjudication within ten (10) working days after the receipt of the President's or Designate's reply. A notice of submission to adjudication must be given in writing and must name a nominee to the adjudication board.

20.02 It is agreed that either party may request a meeting at any of the above steps to discuss the grievance. The request for a discussion shall not be unreasonably denied.

20.03 A Union Steward and/or a Union Staff Representative may, at the request of an Employee, accompany or represent the Employee in the processing of a grievance.

- 20.04 Timelines
- (a) Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next step. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding step in the procedure.
 - (b) The time limits for the above steps may be waived or extended by written mutual agreement of the Parties.
 - (c) When it is necessary to use postal service, all correspondence shall be by registered mail. The parties may use facsimile transmission or e-mail in place of registered mail. If facsimile or e-mail is used, the party receiving the document will reply that it has been received by signing receipt of the document and returning it by facsimile to the originator, or in the case of e-mail by returned response that the message has been received.
- 20.05 In the case of a difference arising from a suspension or dismissal, the grievance shall initially be presented at Step 2.
- 20.06 Within seven (7) days of receipt of written adjudication nomination by the one party, the other party shall nominate its choice of nominee by notice in writing. The two nominees shall attempt to select, by agreement, a Chairperson for the Adjudication Board. If they are unable to agree upon the choice of such a Chairperson within a further period of seven (7) days from the appointment of the last nominee, they shall then request the Public Service Employee Relations Board to appoint a Chairperson.
- 20.07 After the Adjudication Board has been formed by the above procedure, it shall meet within twenty-one (21) calendar days of the appointment of the Chairperson and hear such evidence as the parties may desire to present, to assure a full, fair hearing, and shall render its decision in writing to the Parties within fourteen (14) days after the completion of the hearing.
- 20.08 No adjudication board shall, by its award, alter, amend or change the terms of a Collective Agreement.
- 20.09 If the Adjudication Board, as a result of its award, determines that an Employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the adjudication, the Adjudication Board may substitute such other penalty for the discharge or discipline as the Board deems just and reasonable in view of the circumstances.
- 20.10 A majority decision of the Adjudication Board shall be final and binding on all Parties to this Collective Agreement.

ARTICLE 21
Disciplinary Action

- 21.01 No Employee shall be disciplined without just cause.
- 21.02 When disciplinary action is to be taken, which action is intended to be placed on the Employee's record, that Employee shall be informed in writing as to the action and the reasons therefore.
- 21.03 An Employee who is to be interviewed on a disciplinary measure in respect of conduct as referred to in clause 21.02 shall be notified of the time and place of the interview and their entitlement to have a Union Steward or Union Representative of the Employee's choice present at the interview.
- 21.04 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date that disciplinary action was invoked, request that the Employee's personal file be purged of any record of the disciplinary action, provided that there have been no offenses for which written warnings have been delivered to the Employee within that time. All absences for illness or leaves of absence in excess of thirty (30) Calendar days shall not count toward the fulfilment of the thirty (30) month period.
- 21.05 Access to an Employee's personal file shall be provided to the Employee or, with the Employee's consent, the Employee's authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance.
- 21.06 When an Employee has grieved a disciplinary action and a designated officer has wholly allowed the grievance, the Employee's official personal file shall be expunged of all record of the matter. Where the designated officer has determined to reduced the redress, the Employee's file shall be amended to reflect the change, provided that this action results in the withdrawal of the grievance.

ARTICLE 22
Annual Vacation Leave

- 22.01 Employees shall be entitled to annual vacation leave based on the following:
- (a) an Employee who has completed less than twelve (12) consecutive months of service as of June 30th, shall receive pro-rata vacation.
 - (b) an Employee who has completed twelve (12) full calendar months of employment as of June 30th, shall receive fifteen (15) working days' vacation which shall be calculated to the hourly equivalency;
 - (c) an Employee who has completed three (3) years of employment as of June 30th, shall receive twenty (20) working days' vacation which shall be calculated to the hourly equivalency;
 - (d) an Employee who has completed ten (10) years of employment as of June 30th shall receive twenty-five (25) working days vacation which shall be calculated to the hourly equivalency;

- (e) an Employee who has completed twenty-five (25) years or more of employment as of June 30th shall receive thirty (30) working days vacation which shall be calculated to the hourly equivalency;

22.02 A Sessional Employee shall be paid vacation pay in addition to the regular rate of pay in lieu of vacation entitlement as follows:

- (a) less than three (3) years of annual employment: six (6%) percent;
- (b) three (3) years to nine (9) years of annual employment: eight (8%) percent;
- (c) ten (10) years to twenty-four (24) years of annual employment: ten (10%) percent;
- (d) twenty-five (25) years or more of annual employment: twelve (12%) percent.

At the beginning of the Sessional Employee's new term of sessional employment at the College, the Employee will be given the written option once to request that either the payment of vacation entitlement to occur with each pay, or, to be paid in full at the end of their term of their sessional employment in that individual year. In instances where the Sessional Employee does not make his/her decision known by the first payroll cutoff date that coincides at the commencement of their employment, then the College shall process the vacation entitlement per pay.

22.03 Every endeavour will be made to schedule annual vacations to the mutual satisfaction of both Employer and Employee. In the event that no mutual agreement is reached, the Employer retains the right to determine the vacation period, but the Employee must receive at least three (3) weeks advance notice. For purposes of establishing the summer vacation schedule, if two (2) or more Employees in the same work area request the same vacation period, seniority shall govern. However, once the summer vacation schedule is set no later than May 1 in any year, any further revision(s) thereafter will be at the discretion of the Supervisor.

22.04 In the event that a paid holiday falls within a vacation period, an additional day of vacation leave may be added to the approved vacation period or it may be taken at another time as mutually agreed by Employer and Employee.

22.05 An Employee who terminates their service, or who is terminated, shall receive pay in lieu of such vacation entitlement earned but not taken at the time of termination.

22.06 Carry-Over Provision

Employees are only permitted to carry-over those vacation leave credits which can be earned in one vacation year except where the Employee has not been granted the vacation leave requested by the Employee. All vacation leave carried over to the following fiscal year must be taken prior to the end of the fiscal year into which it is carried over.

- 22.07 Employees who are scheduled for vacation leave subject to 22.06 and whose vacation leave is cancelled by the Employer, shall have their vacation rescheduled by mutual agreement of the Employee and the Employer.
- 22.08 Employees who are on an approved leave of absence shall have the provisions of 22.06 extended for the same period as the approved leave of absence.
- 22.09 If an Employee dies after a period of continuous employment, the Employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee's permanent position, immediately prior to the Employee's death.
- 22.10 If a Sessional Employee or Recurring Seasonal subsequently becomes converted to a Regular Employee, then the years of service equivalency, as per Clause 22.02, shall apply to the applicable vacation entitlement. If a Temporary or Casual Employee subsequently becomes appointed as a Regular or Sessional Employee, in the same position and there is less than one (1) month break in service, the employment time, in total will apply towards the appropriate vacation entitlement or the appropriate vacation payment as per Clause 22.01 or 22.02 respectively, whichever is applicable.

ARTICLE 23
Paid Holidays

- 23.01 Employees are entitled to paid leave for each of the following holidays:
- New Year's Day
 - Good Friday
 - Easter Monday (beginning 2019-2020 academic year)
 - Victoria Day
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
 - Medicine Hat Civic Holidays
 - Alberta Provincial Holidays
 - Government of Canada Holidays
 - Four days at the discretion of the Employer
- 23.02 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 Employer.

ARTICLE 24

Seniority

- 24.01 Seniority is defined as length of service, determined by accumulating paid hours of work (excluding overtime), with the Employer. Seniority shall be applied in determining preference for demotion, promotion, layoffs, recalls and vacations.
- 24.02 After completion of the probationary period, seniority shall be effective from the date of last hire.
- 24.03 The Employer shall maintain a seniority list showing each Employee's accumulated seniority. A copy of the list shall be sent to the Chair of the Chapter on an annual basis, one (1) list within thirty (30) days of signing this Agreement, and thereafter on April 1st of each year.
- 24.04 An Employee's seniority will be lost in the following circumstances:
- (a) if the Employee is discharged for just cause,
 - (b) if the Employee resigns,
 - (c) if the Employee is laid off for a period in excess of twelve (12) months,
 - (d) if, following layoff, the Employee fails to return to work within fourteen (14) calendar days after receiving proper notice to do so, except where such failure is for reasons beyond the Employee's control.

ARTICLE 25

Layoff and Recall

- 25.01 Layoff is defined as a separation from employment as a result of lack of work, of other than Temporary or Casual Employees.
- 25.02 The Union and the Chapter Chairperson shall be notified in writing one week prior to the date of any written notice of Layoff/Position Abolishment to an Employee.
- 25.03 In the event of a layoff, the Employer shall notify the Employees to be laid off at least twenty (20) working days prior to the effective date of layoff or shall make payment in lieu of the Employee's regular work days falling within the period of notice.
- 25.04 The requirement to provide layoff notice or pay in lieu shall not apply in the event of a staff reduction caused by labour strikes, or acts of God such as fire, flood, or earthquake, requiring closure of part or all of the operation.
- 25.05 Layoffs shall be based upon skill and ability to perform the job and seniority within the same job function.
- 25.06 Recall shall be in the reverse order of layoff.

25.07

An Employee who has been laid off and not been recalled within one hundred and eighty (180) calendar days, or is due to, or continued because of the abolishment of a job resulting in the severance of employment, then the Employee shall be entitled to receive severance pay at his regular rate of pay for each complete year of service as follows:

Seniority (when equal to or more than)	Severance Payment
1 year of employment	1 month
2 years	1.5 months
3 years	2 months
4 years	2.5 months
5 years	3.5 months
6 years	4.5 months
7 years	5 months
8 years	5.5 months
9 years	6 months
10 years	7 months
11 years	7.5 months
12 years	8 months
13 years	8.5 months
14 years	9 months
15 years	9.5 months
16 years	10 months
17 years	10.5 months
18 years	11 months
19 years	11.5 months
20 years or more	maximum 12 months

25.08

An employee who has been laid off may choose to waive his recall rights and elect to receive severance pay at the time released, as outlined in Clause 25.07.

25.09

For the purposes of severance pay entitlement, complete years of service for sessional employees shall be determined by the actual time worked.

25.10

The provisions of this Article do not apply for the "seasonal" layoff period for Employees employed in a Sessional appointment with the College.

ARTICLE 26
Health and Safety

26.01

The parties acknowledge that they are bound by the *Alberta Occupational Health and Safety Act*. Both the Employer and the Employees recognize their responsibilities to develop and maintain a safe working environment in accordance with the applicable health and safety legislation. Both the Employer and Employee shall take reasonable care for the protection of public and Employee health and safety.

- 26.02 The Employer and the Union agree to participate in a Joint Worksite Health and Safety Committee comprised of at least two union members and at least one employer member. Members of this committee must work at the worksite.
- 26.03 The Employer or its designate, shall notify the Chairperson of the Joint Worksite Health and Safety Committee or the Chairperson's designate immediately upon being made aware of the occurrence on the job of a fatal accident or the serious injury of an Employee.

ARTICLE 27
Benefits and Premiums

- 27.01 The Employer agrees to maintain Employee benefits plans, coverage and eligibility at the current levels as specified in the carrier contracts, concerning Alberta Health Care, Extended Health Coverage, Dental Plan, Group Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance.

A summary of current benefits includes the following:

Extended Health Benefits

- Prescription Drugs – 100%
- Health
- Vision Care - \$300
- Hospital
- Out of Province Emergency Travel

Dental Benefits

- Basic Dental – 100%
- Extensive Dental – 50%
- Orthodontics (children) – 50% to a lifetime maximum of \$2,500

Life Insurance

- Basic Life – 3x annual salary
- Optional Life – increments of \$10,000 to a maximum of \$250,000
- Accidental Death & Dismemberment – 1.5x annual salary

Disability Benefits

- Long Term Disability – 60% of gross or 85% of net pre-disability earnings whichever is the lesser.

Complete benefit details are included in the carriers benefit book.

The college's Extended Health Benefit plan includes a seven hundred dollar (\$700.00) Health and Wellness Spending Account each benefit year with a maximum one year carryover on June 30th. The account is administered by the college's current benefit provider and in accordance with the income tax act and applicable regulations.

Effective April 1, 2019 the Health and Wellness Spending Account will increase to eight hundred and fifty dollars (\$850.00).

The College has the right to change insurance carriers and/or plans, provided comparable level of benefits are available. The College shall notify the Union of any changes to the benefits through joint consultation in accordance with Article 36.

27.02 The cost of premiums for the aforementioned benefits shall be shared by the Employer and Employees on the following basis:

	Employer	Employee
Extended Health Coverage	100%	-----
Dental Plan	75%	25%
Group Life & Accidental Death & Dismemberment Insurance	100%	-----
Long -Term Disability Insurance	-----	100%

27.03 The Employer agrees to participate in and make contributions to the Local Authorities Pension Plan for all regular full-time and regular part-time Employees.

27.04 Part time Employees who are employed a minimum of twenty (20) hours weekly or the annual equivalent shall be entitled to benefits as summarized in 27.01 on a pro-rata basis.

ARTICLE 28

Workers' Compensation Supplement

28.01 If an Employee sustains an injury in the course of the Employee's duties with the Employer which causes the Employee to be absent from work and, as a result, is eligible to receive Workers' Compensation benefits, the Employee shall be paid the necessary supplement by the Employer which, together with the amount received from Workers' Compensation, equals the Employee's regular net take home pay prevailing at the occurrence of the injury. Such supplement shall cease either when the Workers' Compensation Board certifies that the Employee is able to return to work, or is granted a permanent pension by the Board for either partial or total disability, or two (2) years from the time of injury, whichever is the sooner.

28.02 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of the injury.

ARTICLE 29

Protection of Personal Garments

- 29.01 Where the Employer determines that uniforms, coveralls, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, replaced and cleaned as required.
- 29.02 Protective clothing, approved safety boots or shoes and safety equipment (including prescription safety eyewear to a maximum of \$200.00 once every 24 months or sooner if replacement is required as a result of a change in prescription) shall be provided by the Employing Department as required by the Occupational Health and Safety Act and the Regulation and Code thereto, at no cost to the Employee.

ARTICLE 30

New or Altered Job Classifications

- 30.01 The Employer may establish new classifications as the need arises, and set the salaries and the terms and conditions of employment related thereto; provided, however, the Employer gives written notice to the President of the Union of the new job classifications and proposed compensation.
- 30.02 The Employer may alter the duties and responsibilities of any position. If an Employee affected by such an alteration deems that the position duties and responsibilities have been substantially altered to the extent that it now falls within a different job classification, the Employee may file an appeal for reclassification to the appropriate compensation level. The appeal shall be filed in the manner provided.
- (a) The Employee will first meet with his/her supervisor to review the job description by filing a written request to review such changes, which includes a summary of the changes, and an updated position description. The submission document(s) are to be signed and forwarded to the Human Resources Department.
 - (b) Within thirty (30) working days of receipt of the documents in (a) the Human Resources Department will schedule a meeting of the Job Evaluation Committee. The Job Evaluation Committee shall make its recommendation to the President of the College or his designate. The Human Resources Department shall notify the Employee and the supervisor of the decision.
 - (c) If the Employee wishes to appeal the decision, the Employee may do so in writing to the office of the President within 30 working days of notification from Human Resources of the decision reached in 30.02(b). The President of the College or his designate shall meet with the Employee and a Union Steward or Union Representative within ten (10) days of the request for an appeal.

- 30.03 If, after consultation between the Union and the Employer there is no agreement as to the proposed compensation, the Union shall serve written notice on the Employer within twenty (20) working days of the date the Union received the notice referred to above, of the Union's intention to have the proposed compensation determined by a consensual arbitration board which shall be established in accordance with the following procedure.
- (a) The Union shall notify the Employer of the intention of the Union to refer the matter to arbitration, together with the name of its nominee.
 - (b) Within ten (10) days of receipt of notice, the Employer shall notify the Union of the name of its nominee.
 - (c) The nominees shall attempt to agree upon the appointment of a Chairperson, but upon failing to do so following reasonable attempts to do so, shall request the Public Service Employee Relations Board to appoint a Chairperson.
 - (d) The Parties shall bear the cost of the appointment of their respective nominees and shall equally bear the cost of the appointment of the Chairperson.
- 30.04 When the Union fails to process the matter within the time limits specified in Article 30.03, the matter will be deemed to have been abandoned. However, time limits under this Article may be extended by mutual agreement between the parties provided such agreement is in writing.
- 30.05 When it is necessary to use postal service, all correspondence shall be by registered mail. The parties may use facsimile transmission or e-mail in place of registered mail. If facsimile or e-mail is used, the party receiving the document will reply that it has been received by signing receipt of the document and returning it by facsimile to the originator, or in the case of e-mail by returned response that the message has been received.
- 30.06 An Employee may only request a review of their position description once in every twelve (12) calendar month period, or when there have been substantial changes to the job.
- 30.07 The Employer agrees to establish a Classification Plan and to provide a complete copy of the Classification Manual to the Union along with any subsequent amendments.
- 30.08 The Employer agrees to provide each new Employee with a copy of the Employee's job description.
- 30.09 An Employee whose position is reclassified or who is promoted to a class with a higher salary assignment shall be paid at the start or job rate in the higher classification.
- 30.10 An Employee, whose position is reclassified to a lower salary assignment, shall not have his/her salary reduced. The Employee shall continue to receive the current rate of pay, until such time as the salary scale exceeds the current rate of pay. The Employee shall receive the negotiated increase(s) in accordance with Article 7.06.

ARTICLE 31
Acting Incumbency

- 31.01 An Employee assigned temporarily to a higher position for more than three (3) consecutive working days will receive the higher rate of pay for all hours worked at the higher rated position.
- 31.02 Normally only one acting incumbent may be designated as a result of any one Employee's absence.

ARTICLE 32
Discrimination and Harassment

- 32.01 It is agreed between the parties that there is an obligation and desire to eliminate any and all discrimination and harassment in the workplace. This obligation applies equally to the Board, the Union and all Employees.
- 32.02 Discrimination shall be defined in accordance with the *Alberta Human Rights Act*, Harassment is defined in Medicine Hat College Policy HR-01 Respectful Work and Learning Environment.
- 32.03 The Parties agree that there shall be no discrimination, interference, restriction, coercion, harassment or stronger disciplinary action exercised or practiced with respect to any Employee by reason of membership or non-membership in the Union, or activity or non-activity in the Union.

ARTICLE 33
Term and Effect of Contract

- 33.01 This Collective Agreement shall be effective from date of execution hereof and shall remain in effect until June 30, 2020 and shall remain in force from year to year thereafter until a replacement agreement is established under the Public Service Employee Relations Act. The rates of pay as provided in Schedule "A" of this Agreement shall be effective as of the date set out in the Schedule.

ARTICLE 34
Delivery Notice

- 34.01 Any notice required to be given by the parties to each other shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- in the case of the Board, to:
- The President
Medicine Hat College
299 College Drive S. E.
Medicine Hat, Alberta
T1A 3Y6

and in the case of the Union, to:

The President
The Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, Alberta
T5P 4S7

ARTICLE 35
Job Opportunities

- 35.01 All vacancies in positions covered by this Agreement shall be posted on the College's web site and the Human Resources Department's bulletin boards. Where a competition is advertised externally, the vacancy will normally be posted internally at the same time.
- 35.02 The Employer agrees that where qualifications, skill and other relevant attributes of applicants are considered by the Employer to be equal seniority shall be the deciding factor.
- 35.03 Where the qualifications of candidates are equal or superior, the Employer shall give preference to internal qualified Employees over outside applicants.
- 35.04 In situations where the period of employment is for less than two (2) weeks the Human Resources Department shall advise the Chairperson of the Chapter, in writing, of the hiring. Should the period of employment exceed the original two (2) week period the position will be posted in the normal manner.

ARTICLE 36
Joint Consultation

- 36.01 A joint Union/Management committee shall meet from time to time or at the request of either party for the purpose of promoting and maintaining harmonious relationships through discussions of matters of concern.
- 36.02 The joint committee shall consist of no more than four (4) representatives from the Union and College Management respectively other than by mutual consent.
- 36.03 These joint meetings shall be arranged through the Office of the President or his designate.
- 36.04 The provisions hereof shall not relate to the settlement of grievances, the procedure for which is outlined in Article 20 - Grievance and Adjudication.

Schedule "A"					
Levels	Job Title	0% 2017/2018		0% 2018/2019	
		Start Rate	Job Rate	Start Rate	Job Rate
Level 1	Building Service Worker I Campus Life Assistant Food Service Worker I Game Day Worker Lab Monitor Model Office Assistant I Recreation Assistant I Stagehand	\$15.12	\$16.54	\$15.12	\$16.54
Level 2	Building Service Worker II Cook Food Service Worker II Office Assistant II Recreation Assistant II Teacher Aide I	\$16.37	\$17.81	\$16.37	\$17.81
Level 3	Building Service Worker III Cashier Duplicating Operator I Instructional Service Worker Office Assistant III Student Services Assistant I	\$17.64	\$19.26	\$17.64	\$19.26
Level 4	Accessibility Services Assistant Food Service Worker III Office Assistant IV Shipper/Receiver Tool Crib Attendant	\$18.90	\$20.63	\$18.90	\$20.63
Level 5	Accounting Assistant I Administrative Assistant I Duplicating Operator II Library Assistant I Student Services Assistant II	\$20.16	\$22.69	\$20.16	\$22.69
Level 6	Accounting Assistant II Administrative Assistant II Athletics & Recreation Facilities Supervisor Human Resources Assistant I	\$22.68	\$25.78	\$22.68	\$25.78

Schedule "A"					
Levels	Job Title	0% 2017/2018		0% 2018/2019	
		Start Rate	Job Rate	Start Rate	Job Rate
	Lab Assistant I Library Assistant II Scheduler I Student Services Assistant III Trades Assistant I				
Level 7	Administrative Assistant III Facility Maintenance Generalist I Human Resources Assistant II Lab Assistant II Recreation Programmer Student Services Assistant IV Trades Assistant II Visual Communications Technician Wellness Programmer	\$23.94	\$27.07	\$23.94	\$27.07
Level 8	Buyer Facilities Operations Assistant Facility Maintenance Generalist II Human Resources Assistant III Information Technologist/Technician I Lab Assistant III Library Assistant III Student Services Assistant V	\$25.20	\$28.28	\$25.20	\$28.28
Level 9	Accounting Assistant III Community Relations Officer Corporate Communications Officer Educational Assistant I Educational Technology Specialist Fabrication Technician Food Services Coordinator Graphic Designer Information Technologist/Technician II Lab Assistant IV Library Assistant IV Marketing Officer Scheduler II	\$27.25	\$30.45	\$27.25	\$30.45

Schedule "A"					
Levels	Job Title	0% 2017/2018		0% 2018/2019	
		Start Rate	Job Rate	Start Rate	Job Rate
	Student Services Specialist I				
Level 10	Athletic & Events Supervisor Corporate Training Officer Educational Assistant II Information Technologist/Technician III Research Analyst Student Services Specialist II	\$29.69	\$33.04	\$29.69	\$33.04
Level 11	Facility Maintenance Generalist III Information Technology/Technician IV	\$31.63	\$35.53	\$31.63	\$35.53

2019/2020 Wage Reopener

Wage reopener on general wage increase only, with dispute resolution mechanism to be compulsory interest arbitration. If the parties do not reach agreement, either party may apply for arbitration with commencement of arbitration to be no sooner than November 30, 2019. Timelines may be extended by mutual agreement.

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 her 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 Regular Full-time Employees, Regular Part-time, Recurring Seasonal, and Sessional Employees. It does not cover Casual Employees, or Temporary Employees.
3. Benefits payable under the plan are a sum which, combined with gross E.I. benefits and all other earnings, equals 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 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 sixteen (16) 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 she 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 one (1) week waiting period, or the Employee's accumulated sickness entitlement, whichever is the lesser, the Employee shall receive 100% of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) 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 100% of her weekly rate of pay.
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.

with the requirements of the Human Resources Development Canada.

10. Human Resources Development Canada shall be notified in writing within 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. *Union 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.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

Dated at Medicine Hat, Alberta this 4th day of October, 2019.



Graham Kelly, Chair
Board of Governors



Witness



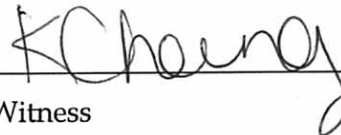
Kevin Shufflebotham, President & CEO
Medicine Hat College



Witness



Guy Smith, President, AUPE



Witness



Lana West, Chair, 071/005



Witness



Ken Cutrell, AUPE Staff Negotiator



Witness