



**MEDICINE HAT  
COLLEGE**

# **MEDICINE HAT COLLEGE (MHC)**

## **TERMS OF EMPLOYMENT**

**for**

**MANAGEMENT and EXCLUDED EMPLOYEES**

**Revised: July 2022**

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## **1. TERMS OF REFERENCE**

- 1.1. In order to attract and retain staff with a high degree of skill, competence and dedication, Medicine Hat College will provide and maintain appropriate terms and conditions of employment under this Guideline for management and excluded staff (excluding the President & CEO and positions that fall within Tier A & B of the *Reform of Agencies, Boards and Commissions (Post-Secondary Institutions) Compensation Act (RABCCA) Regulation*), not covered by the collective agreements of the MHC Faculty Association or Support Staff (A.U.P.E.) Group. Positions that fall within this guideline are defined in accordance with the Alberta Labour Relations Code and the Public Service Employee Relations Act (PSERA).
- 1.2. This Guideline will be reviewed and updated periodically. In all matters related to this Guideline, the decision of the President & CEO will be final.

## **2. APPOINTMENTS**

- 2.1. All appointments shall be made in writing. Employment letters will include:
  - annual salary
  - date of appointment
  - type of appointment (full-time, part-time, etc.)
  - duration of appointment
  - period of probation
  - a summary of the terms and conditions of employment
- 2.2. All letters of appointment will be accompanied by a copy of this Guideline.
- 2.3. The appointee shall signify acceptance of the appointment offered which implicitly means acceptance of the terms and conditions contained within this current Guideline by his/her signature on the letter of employment. Written acceptance shall constitute an employment contract.
- 2.4. Employees within these terms of employment who have regular status may receive benefits and entitlements as outlined in section 9.0 according to carrier eligibility requirements and employer policy. Full-time and Part-time employees with less than regular status that are hired for a term 6 months or greater may be eligible for benefits on a pro-rata basis during their term of employment if they meet the minimum hour requirements.

## **3. APPLICATION OF TERMS OF EMPLOYMENT**

The terms and conditions of employment contained within this Guideline shall apply to designated employees effective their date of appointment as specified in their letter of appointment. In addition, any specific terms and conditions described within their letter of appointment also shall be recognized. Specific terms and conditions described in an employee's letter of appointment shall supersede this Guideline, except where such specific terms and conditions result in a deficient benefit to the employee.

#### **4. PROBATIONARY PERIOD**

- 4.1. All employees to whom this Guideline applies shall complete one (1) year of employment as a probationary period. During such probationary time, performance of responsibilities must meet the standards and expectations of performance required by the position, department and the College. During the period of probation, employment may be terminated if unable to complete satisfactory job performance or the employee is not suitable to the position, department or College.
- 4.2. Inability to meet the standards and expectations of performance may result in a further extension of the initial probationary appointment, or re-activation of the probationary term, or termination of employment.
- 4.3. Probationary time worked shall accrue over employment periods for which the break in service does not exceed six (6) months in the same or similar position.

#### **5. SALARY ADMINISTRATION**

- 5.1. Medicine Hat College is committed to providing a salary administration plan which ensures a fair and equitable level of compensation to the employees governed by this Guideline.
- 5.2. Plan Overview - Salary ranges consist of a five (5) step grid. Salary ranges are in effect for the current year. When the College approves an economic adjustment, normally on July 1st of each year, the amount of such economic adjustment will be reflected in the salary range save and except for those appointments in which the salary maximum may be indefinitely “frozen” or “red-circled”.
- 5.3. Initial Placement - The starting salary will be the range minimum, providing the incumbent has at least the minimum job qualifications as stated. Additional qualifications and/or related experience may be taken into consideration in establishing a starting salary other than Step 1 upon consultation with Human Resources and approval from the hiring manager’s supervisor.
- 5.4. Economic and Merit Adjustments
  - General Economic Increase – Normally, the applicable salary ranges will be adjusted annually as approved by the College.
  - Progression on the Salary Range – Subject to annual satisfactory performance, an employee will progress within the salary range until reaching the maximum of the range. From then on, economic adjustments only will be applicable.

- 5.5. Newly hired or promoted employees shall receive the applicable merit adjustment, subject to satisfactory performance, after one (1) year of service. The next merit adjustment will move to a common anniversary date of July 1<sup>st</sup>. If a merit adjustment has occurred within the past six (6) months, the next merit adjustment will be deferred to the subsequent July 1<sup>st</sup>.
- 5.6. “Red-Circled employees” are those existing employees who are receiving a salary which is above the range maximum for their position in which case the individual’s salary remains ‘frozen’ until such time that the salary schedule surpasses the individual’s salary.
- 5.7. An employee authorized and designated to perform substantially all the duties of his/her immediate Supervisor for an extended period (i.e., sabbatical periods, extended leave periods, but not vacation relief time) may be eligible for an administrative stipend and/or other types of appropriate compensation for that period of time, subject to the approval of the President & CEO. Such stipend shall be determined prior to commencement of the period in question.
- 5.8. Payroll distribution
  - Employees are paid once per month on the third last banking day of the month.
  - An employee may request an advance once per fiscal year provided the advance does not exceed one month’s net pay.
  - All employees are paid via the College’s electronic funds transfer through the payroll system.

## **6. SUMMARY OF RESPONSIBILITIES**

- 6.1. An employee shall be provided with a job description, or a summary of responsibilities upon commencement of employment.
- 6.2. The job description shall contain the primary duties and responsibilities of the position.
- 6.3. Employees will devote their time, energy, skill and best efforts to the performance of duties and responsibilities required. Employees will carry out duties and responsibilities faithfully, honestly, diligently, to the best of their abilities, in good faith for and on behalf of MHC and in a manner which will further the interest of MHC. Employees will execute duties and responsibilities in accordance with the laws, rules, regulations, policies and guidelines governing MHC.
- 6.4. As per Alberta Employment Standards Regulation and PSERA, it is recognized that positions that fall within the Management and Excluded group, will from time to time and as necessary, require employees’ services beyond 35 hours per week without additional compensation, overtime pay, or time in lieu thereof.

- 6.5. Employees are responsible for abiding by and respecting all policies and procedures of MHC and acknowledge that such policies may be created, changed, supplemented or replaced by MHC from time to time. All MHC policies and procedures can be found by logging onto the MHC SharePoint server.
- 6.6. Both 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.

## **7. JOB EVALUATION**

- 7.1. The Employer may establish new job classifications as the need arises and/or may alter the duties and responsibilities of any position. If an Employee or Supervisor of a position deems that the position duties and responsibilities have been substantially altered to the extent that it may fall within a different job classification, the Employee or Supervisor of the position may file a request for a classification review. The request for review shall be filed in the manner provided.
  - 7.1.1. The Employee will first meet with his/her supervisor to review the job description and any changes will be tracked on the original electronic document (obtain from the Human Resources department). The updated document showing the tracked changes and a written request to review are to be signed and dated by the supervisor and forwarded to the Human Resources department.
  - 7.1.2. Within thirty (30) working days of receipt of the documents in the Human Resources department, Human Resources will schedule a meeting of the Job Evaluation Committee. The Job Evaluation committee will consist of a minimum of two (2) members of management (Level 6 or higher) and the Director of Human Resources or designate. If there is a consensus that a change in classification should occur, the Job Evaluation Committee shall make its recommendation to the President & CEO of the College or designate. The Human Resources department shall notify the supervisor of the decision. The supervisor will then inform the Employee.
  - 7.1.3. If there is a reclassification, the new salary level will come into effect 30 working days from when the review request was received in Human Resources.
  - 7.1.4. An employee whose position is reclassified to a higher level of pay on the management salary grid will be placed at the same step in the higher level as they were prior to reclassification, unless otherwise approved by the Director of Human Resources.

- 7.1.5. An employee whose position is reclassified to a lower level of pay on the Management salary grid will be red-circled as per Article 5.6 of the Terms of Employment for Management & Excluded Employees.
- 7.1.6. An Employee or supervisor of a position may normally only request a review of their position description once in a twelve (12) calendar month period, or when there have been substantial changes to the job.
- 7.1.7. Job descriptions for new positions are to be forwarded to Human Resources to determine if the position should be excluded in accordance with applicable legislation and to determine placement on the grid as per 7.1.2.

**8.0 PERFORMANCE ASSESSMENT**

- 8.1. The performance of employees shall be monitored and assessed during the probationary period and ongoing once per annum thereafter, at least three (3) months prior to their respective anniversary date of employment, if possible.
- 8.2. A performance assessment procedure and documentation guideline shall be followed as per College Policy.
- 8.3. Performance assessments shall provide for input in oral and written form from the employee being reviewed.
- 8.4. Annual completion of performance assessments normally shall be the responsibility of the immediate supervisor.

**9.0 BENEFITS**

Please refer to section 2.4 for benefit eligibility. The following premium distributions are based on full-time regular status. For complete benefit details please refer to the current benefit booklet.

9.1. DENTAL CARE

The College provides a Dental Plan which affords a benefit to the employee of:

- 100% - Basic Dental Coverage
- 50% - Extensive Dental Coverage
- 50% - Orthodontics (\$2,500 per dependent child)

The monthly premium costs are shared by the employee (25%) and the College (75%).

## 9.2. EXTENDED HEALTH CARE

The College provides an extended health care plan to employees for which the College pays the premium. Incorporated in this plan is coverage for prescription drugs, hospital, health, vision, and out of province emergency travel.

The college's extended health plan includes a seven hundred dollar (\$700) Health Spending Account per employee each benefit year with a maximum one-year carryover on June 30<sup>th</sup>. Effective July 1, 2020 the Health Spending Account will be increased to eight hundred and fifty dollars (\$850) and will be changed to a Health and Wellness Spending Account. The account is administered by the college's current benefit provider and in accordance with the income tax act and applicable regulations.

## 9.3. GROUP INSURANCE

The College provides a comprehensive group insurance plan incorporating three (3) components:

### 9.3.1. LIFE INSURANCE

- Premium paid by the College
- Benefit: Four (4) times annual salary to a maximum of \$750,000.

### 9.3.2. ACCIDENTAL DEATH & DISMEMBERMENT

- Premium paid by the College
- Benefit: Principal sum to two (2) times annual salary to a maximum of \$250,000.
- Dismemberment loss as per defined schedule.

### 9.3.3. LONG-TERM DISABILITY

- Premium paid by the employee
- Benefit: 60% of monthly salary (non-taxable), or 85% of net pre-disability earnings, whichever is the lesser amount to a maximum of \$8,000, based on LTD benefit of carrier.
- Elimination period: 120 calendar days (see 10.3 – Illness/Short Term Disability)

## 9.4. EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The College will provide access to confidential short-term counselling services for employees and their family members in accordance with the terms outlined through the College's benefit carrier.



**9.5. PENSION PLAN**

All eligible employees are required to participate in the Local Authorities Pension Plan as per the College's Local Authorities Pension Participation policy. The College agrees to maintain its participation in and contributions to the Local Authorities Pension Plan.

**9.6. TUITION WAIVERS**

Tuition waivers will be offered in accordance with the College's Tuition Waiver Policy.

**9.7. EMPLOYMENT INSURANCE PREMIUM REDUCTION PROGRAM**

The Medicine Hat College currently participates in the Employment Insurance (EI) 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 of this, the college will make available to employees through the Staff Training and Development Fund an amount equal to 5/12 of the EI reduction premium savings. The funds will be allocated for the previous calendar year to The Staff Training and Development Fund by April 30 of the following year.

**10.0 LEAVE ENTITLEMENT**

**10.1. PAID HOLIDAYS**

Employees shall receive as paid holidays those days proclaimed by the Federal, Provincial, or Municipal governments as holidays, inclusive of the following days:

New Year's Day	Heritage Day (August)
Alberta's Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition, employees will receive four (4) days paid holidays at the discretion of the College.

## 10.2. VACATION

10.2.1. Vacation will be taken only with the prior authorization of the employee's immediate supervisor.

10.2.2. The majority of vacation time should be taken at times which least conflict with the department and academic cycle needs.

10.2.3. Vacation entitlement shall be earned under the following terms:

- an employee who has completed less than one (1) year of service as of June 30th shall receive a pro-rata entitlement.
- an employee with one (1) year of service but less than two (2) completed years of service as of June 30th is entitled to four weeks or twenty (20) working days of vacation.
- an employee with two (2) or more completed years of service as of June 30th is entitled to five weeks or twenty five (25) working days of vacation.
- an employee with twenty (20) or more completed years of service as of June 30th is entitled to six weeks or thirty (30) working days of vacation.

10.2.4. Vacation entitlement earned in one operational year (July 1 to June 30) is intended to be taken in the following operational year and used up by the following June 30<sup>th</sup>. i.e., Earned July 1 to June 30<sup>th</sup> Year 1 to be used July 1 to June 30<sup>th</sup> Year 2 and used up by June 30<sup>th</sup> Year 3.

10.2.5. Following the first six (6) months of employment, an employee may schedule up to one half of his/her annual vacation entitlement

10.2.6. Employees are expected to fully utilize their vacation entitlement, as it is not intended to accumulate year after year. Carry forward of unused vacation beyond the timeline in (10.2.4) above is not automatic and must be approved in writing as per the college's vacation policy.

## 10.3. ILLNESS/SHORT TERM DISABILITY

The employee is entitled to paid illness leave for up to one hundred twenty (120) calendar days for each unrelated illness provided medical evidence supports the leave. The first ninety (90) calendar days will be paid at 100% of gross regular salary and the 91<sup>st</sup> to 120<sup>th</sup> calendar days will be paid at a reduced amount equivalent to the long term disability rate. The College may require the employee to provide a doctor's certificate, or such other proof as may be deemed necessary where illness extends beyond three (3) consecutive work days. Proof beyond a doctor's certificate will be obtained at no cost to the employee.

The weekly indemnity plan will provide reinstatement of full benefits immediately upon return to work for a new subsequent disability and the plan will provide reinstatement of full benefits after the employee returns to work for three months for a recurrence of an earlier disability.

In the first year of service with the Employer the employee will be entitled to 120 calendar days of paid illness on the first day of the month following the completion of three months of continuous employment.

#### 10.4. MATERNITY/PARENTAL LEAVE

10.4.1. The employee shall be eligible to apply for a leave of absence without pay as per government legislation, for a period not to exceed eighteen (18) calendar months for the birth/adoption of a child.

10.4.2. The employee must submit a written request for the leave of absence to their supervisor a minimum of two (2) months prior to the start of the leave.

10.4.3. The College will provide a Supplementary Employment Insurance Benefit during the health-related portion of the approved leave as per College policy.

10.4.4. Employees who intend to share parental leave with their spouse must advise the MHC Human Resources department of their intention to do so.

10.4.5. An employee granted maternity/parental leave shall be returned to his/her former position or another position at a comparable salary level on his/her return to work.

10.4.6. The employee on maternity/parental leave shall be required to give the College, through the Human Resources office, a minimum of two (2) months' written notice of their intention to "return to/not return to" the workplace on the date agreed upon under 10.4.1.

#### 10.5. BEREAVEMENT LEAVE

The employee may receive bereavement leave with pay normally not to exceed five (5) working days for purposes of arranging or attending a funeral of immediate family. Extensions may be granted upon approval of the supervisor for extenuating circumstances.

## 10.6. COMPASSIONATE LEAVE

10.6.1. Consideration may be given for compassionate care, as per Federal Legislation governing the Employment Insurance program.

10.6.2. Compassionate leave shall be granted on the approval of the appropriate supervisor, and in consultation with Human Resources. Extensions may be granted under extenuating circumstances.

## 10.7. COURT LEAVE

10.7.1. Leave with pay shall be granted to an employee for court appearances in which he/she is:

- summoned as a juror
- subpoenaed as a witness in court action

10.7.2. Remuneration received by the employee while attending court as a juror shall be reimbursed to the College on receipt.

10.7.3. The employer may require the employee to provide proof of service from an Officer or Clerk of the Court.

## 10.8. PERSONAL LEAVE

10.8.1. The College may grant a leave to an employee for legitimate personal reasons. Such leave may be granted with or without pay depending upon the individual circumstances.

10.8.2. Leave for personal reasons shall be granted on the approval of the appropriate supervisor, and in consultation with Human Resources. Final approval must be received by the President & CEO or designate.

10.8.3. Leave for personal reasons will not exceed twelve (12) months in duration.

## 11.0 PROFESSIONAL DEVELOPMENT

### 11.1. PROFESSIONAL LEAVE

11.1.1. On application by the employee through the supervisor, and with his/her recommendation and consultation through Human Resources, the President & CEO may grant professional leave to such employee for a period of one (1) year maximum.

11.1.2. During such professional leave, the employee may receive remuneration at the discretion of the President & CEO on the following basis:

- 5 years' service - 65% of annual salary
- 6 years' service - 75% of annual salary
- 7 years' service - 85% of annual salary

11.1.3. Applications for professional leave are to be submitted to the appropriate supervisor for approval, and forwarded to the Human Resources department no later than November 1st of the year preceding the leave period. Final approval must be received by the President & CEO or designate. Approved professional leave arrangements must be finalized no later than March 1st of the year in which the leave is to commence.

11.1.4. Following the professional leave period, the employee, at the discretion of the President & CEO, shall return to the employ of the College for a period of two (2) years. Failure to complete this obligation shall result in repayment of a proportionate amount of money paid.

## 11.2. ALLOWANCES

11.2.1. The College shall allocate an annual sum for the professional development of employees to whom this Guideline applies as part of their respective departmental budgets. The amount of the professional development sum per full-time probationary employee or full-time employee whose term of employment is a minimum of six (6) months within the fiscal year will be \$1,000 per fiscal year with a one year carryover. Effective July 1, 2020 the professional development amount will increase to \$1,500 per fiscal year with a one year carryover. Funds that have been carried over and are not spent in the second year will be forfeited.

11.2.2. The allocation of this allowance will be within the departmental budget. The professional development activity is to be determined by the employee in consultation with their immediate supervisor.

11.2.3. The College provides access to the Staff Training & Development Fund (STDF) governed by the STDF policy.

## 11.3. GRADUATE STUDIES

11.3.1. The College may provide financial support for employees pursuing graduate studies leading to a Master's or Doctorate degree within operational constraints. Priority in determining support will be given to those studies relating to leadership development and succession planning within the College. Further consideration will be given to years of service with Medicine Hat College, terms and conditions described in an employee's letter of appointment, and relationship between position and field of study.

11.3.2. Employees wishing to participate in the graduate studies program shall make written application through their immediate supervisor. The authorized application shall be forwarded to the Human Resources department by December 31<sup>st</sup> of the year prior to commencement of study.

11.3.3. A Graduate Studies committee will consist of a minimum of two (2) members of management (Level 6 or higher) and the Director of Human Resources or designate to evaluate the applications. The committee will meet in January annually to evaluate the applications on the criteria outlined in 11.3.1 above. Recommendations of the committee will be forwarded to the President & CEO for final approval. The decision of the President & CEO shall be final. The Human Resources department will notify the applicants of the decision.

11.3.4. An employee receiving funding through this program may be obligated to undertake a service commitment to Medicine Hat College.

## 12.0 RETIREMENT

Employees are recognized as a retiree in accordance with the criteria outlined in the Employee Recognition Policy.

## 13.0 TERMINATION OF EMPLOYMENT

### 13.1. EMPLOYEE OPTION

An employee resigning or retiring shall provide written notice a minimum of four (4) weeks prior to the effective date of termination.

### 13.2. COLLEGE OPTION

In the event that the College releases an employee from employment, the following terms will apply:

13.2.1. Where termination is for just cause: no severance payment or notice.

13.2.2. Where termination is without just cause during probation: one (1) month's pay.

13.2.3. Where termination is without just cause after successfully completing probation: one (1) month's regular pay, exclusive of employee benefits, will be paid for each complete year of consecutive service to a maximum of eighteen (18) months. Payment will not be issued until a full and final release is authorized by the employee.

#### 14.0 **EMPLOYEE CONDUCT**

All employees are considered to be professionals representing Medicine Hat College to the public and students. Respect and dignity in dealing with all other persons, and conducting their duties in a professional and ethical manner in accordance with the College's Code of Conduct is expected of all employees.

#### 15.0 **APPEALS PROCEDURE**

Except as provided otherwise herein, where differences of opinion arise surrounding the Terms and Conditions of Employment (including those terms, conditions, responsibilities and duties assigned in the job description), the following appeal procedure shall apply:

- 15.1. The employee and the immediate supervisor shall first attempt to resolve the difference of opinion. If not resolved,
- 15.2. The employee shall provide to Human Resources a written description of the difference of opinion and the action taken to date to resolve that difference.
- 15.3. Human Resources will consult with the appropriate Vice-President or President & CEO to review the facts surrounding the difference of opinion and provide a written decision to the employee and involved supervisor(s) within a reasonable time.
- 15.4. The final level of appeal shall be to the President & CEO. The President & CEO may employ any means he/she deems reasonable (i.e. committee for recommendation, meeting of parties, consultation with staff, peers and external resources) to review and resolve, within a reasonable time, the difference of opinion submitted.



**APPENDIX "B"**

**Management and Excluded Employees  
Salary Grid**

**April 1, 2022 to June 30, 2023**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Level 11</b>	164,339	169,269	174,346	179,577	187,261
<b>Level 10</b>	146,016	150,395	154,907	159,555	165,937
<b>Level 9</b>	125,934	129,830	133,844	137,983	143,501
<b>Level 8</b>	117,147	120,772	124,505	128,356	133,489
<b>Level 7</b>	109,125	112,500	115,979	119,565	124,349
<b>Level 6</b>	102,184	105,252	108,408	111,660	116,127
<b>Level 5</b>	87,694	90,327	93,938	97,697	102,583
<b>Level 4</b>	76,828	79,132	81,901	84,768	89,007
<b>Level 3</b>	67,384	69,406	72,181	75,069	78,821
<b>Level 2</b>	58,707	60,469	62,888	65,402	69,327
<b>Level 1</b>	51,555	53,102	55,226	57,435	60,881

Compensation will be frozen at current levels, without step increments, until further notice. Government is currently reviewing legislation.

Employees who have reached the maximum total remuneration cap under Ministerial Orders may have a salary outside of the salary grid.