



**MEDICINE HAT
COLLEGE**

MEDICINE HAT COLLEGE (MHC)

TERMS OF EMPLOYMENT

for

MANAGEMENT and EXCLUDED EMPLOYEES

Revised: January 2025

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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 (hereinafter referred to as the “**Guideline**”) for employees who are employed outside of either collective agreement at Medicine Hat College and whose employment is not subject to the terms and conditions of employment contained in the *Public Sector Employers Amendment Act, 2023* and/or the *Public Sector Employers Act* as amended from time to time.
- 1.2. Employees subject to this Guideline expressly agree that Medicine Hat College may modify and/or amend this Guideline during the tenure of the Employees’ employment with Medicine Hat College and the Employee will be subject to all such revisions to the Guideline.

2. APPOINTMENTS

- 2.1. All appointments will 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, if applicable
 - a summary of the terms and conditions of employment
 - confirmation that employment is subject to the express terms and conditions of employment as contained in this Guideline.
- 2.2. All letters of appointment will be accompanied by either a copy of this Guideline or a link to its location online.
- 2.3. The appointee will signify acceptance of the appointment offered, which includes acknowledgement and acceptance of the terms and conditions contained within this Guideline and as amended from time to time in accordance with Article 1.2 of this Guideline, by their signature on the letter of employment.
- 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 College policy. Full-time and Part-time employees with less than regular status that are hired for a term six (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 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 will be recognized. Specific terms and conditions described in an employee's letter of appointment will supersede this Guideline, except where such specific terms and conditions result in a deficient benefit to the employee.

4. PROBATIONARY PERIOD

- 4.1. Upon initial appointment, Employees are subject to a twelve (12) month probationary period (the “**Probationary Period**”). During the Probationary Period, performance of responsibilities must meet the standards and expectations of performance required by the position, department, and the College as determined by Medicine Hat College.
- 4.2. During the Probationary Period, inability to meet the standards and expectations of performance may result in an extension of the initial probationary period.
- 4.3. During the Probationary Period, employment may be terminated, in accordance with 13.2.2, if unable to complete satisfactory job performance or the employee is not suitable to the position, department, or College as determined by Medicine Hat College.
- 4.4. Probationary time worked will 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 – The applicable salary ranges will be adjusted as approved by the College and applicable legislation.
- Progression on the Salary Range:
 - Newly hired or promoted employees will 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 1st. If a merit adjustment has occurred within the past six (6) months, the next merit adjustment will be deferred to the subsequent July 1st.
 - Once at a common anniversary date of July 1st, promotion to the next step on the salary grid will normally follow at the completion of a full year's satisfactory service with the College until reaching the maximum of the range. From then on, only economic adjustments will be applicable.

5.5. "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.

5.6. Acting/Interim positions

An employee authorized and designated to perform the majority of responsibilities of a higher level position for an extended period (i.e., sabbaticals, extended leaves, a temporary vacancy, but not vacation time) may be moved into an Acting/Interim position, subject to the approval from Human Resources and the appropriate Vice President, and in accordance with the College's "Guidelines for Acting and Interim Positions".

5.7. Stipends

An employee authorized and designated to perform additional work that is substantially beyond the scope of their existing position description for twenty (20) or more consecutive working days may be eligible for an administrative stipend or other types of appropriate compensation for that period of time, subject to the approval of Human Resources and the appropriate Vice President, and in accordance with the College's "Guidelines for Stipends".

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 will be provided with a job description, or a summary of responsibilities upon commencement of employment.
- 6.2. The job description will 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. It is expected that employees manage their time accordingly to meet the demands of the position. Actual hours of work required may vary, and it is understood that additional hours beyond thirty-five (35) hours per week may be required from time to time. It is recognized that the positions subject to this Guideline are pursuant to the *Employment Standards Regulation* (as amended and/or replaced), and are therefore not entitled to additional payments for hours of work that would otherwise qualify as overtime under the *Employment Standards Code*.
- 6.5. Medicine Hat College may require an Employee to work hours in accordance with an Averaging Arrangement during the tenure of their employment with Medicine Hat College.
- 6.6. Work Location: Employees may request flexibility from their designated workspace on campus in accordance with College Policy HR-12 – Flexible Work Arrangements.
- 6.7. 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.
- 6.8. Both parties acknowledge that they are bound by the *Alberta Occupational Health and Safety Act, SA 2020 c 0-2.2*, and amendments thereto and regulations thereunder. Both the College 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 College and employees will take reasonable care for the protection of public and employee health and safety.

7. JOB EVALUATION

7.1. The College 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 will be filed in the manner provided:

7.1.1. The Employee/Supervisor will request a copy of the job description from Human Resources.

7.1.2. The Employee and Supervisor will meet to review the job description and consult with Human Resources to update the job description. Changes will be tracked on the original electronic document.

7.1.3. Once the job description is finalized, the Employee or Supervisor may file a written request to review such changes, including a summary of the changes and the updated position description. The submission document(s) are to be signed by both the Employee and Supervisor and forwarded to Human Resources.

7.1.4. Within thirty (30) working days of receipt of the documents in 7.1.3, 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 will make its recommendation to the President & CEO of the College or designate. Human Resources will provide the supervisor written notification of the decision. The supervisor will then inform the Employee.

7.1.5. If there is a reclassification, the new salary level will come into effect from when the review request was received in Human Resources in accordance with 7.1.3.

7.1.6. An employee whose position is reclassified to a higher level of pay on the management/excluded 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.

7.1.7. An employee whose position is reclassified to a lower level of pay on the Management salary grid will be red-circled as per Article 5.5.

7.1.8. 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.

7.1.9. 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 7.1.4.

8.0 PERFORMANCE ASSESSMENT

8.1. The performance of employees will 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 will be followed as per College Policy.

8.3. Performance assessments will provide for input in oral and written form from the employee being reviewed.

8.4. Annual completion of performance assessments will normally be the responsibility of the immediate supervisor.

9.0 BENEFITS

Please refer to section 2.4 for benefit eligibility. The College reserves the right to alter, remove, and (or) replace group benefits and to replace insurance carriers/benefit providers at its sole discretion.

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 an eight hundred and fifty dollar (\$850) Health and Wellness Spending Account per employee 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.

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/General Illness Leave)

9.4. EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The College will provide access to confidential short-term counselling and other 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 general illness leave 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 Employee Learning 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 Employee Learning and Development Fund by April 30 of the following year.

10.0 LEAVE ENTITLEMENT

10.1. PAID GENERAL HOLIDAYS

Employees will receive as paid general holidays the following days, and any other general holidays proclaimed by Medicine Hat College or as required by the *Employment Standards Code*:

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. Vacation time should be taken at times which least conflict with the department and academic cycle needs.

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

- an employee who has completed less than one (1) year of service as of June 30th will receive a pro-rated vacation entitlement based on pro-ration of one (1) year of service calculated using the Employee's start date.
- 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. Initial vacation entitlement upon hiring other than that noted in 10.2.3 must be in consultation with Human Resources and approved by the hiring manager's supervisor.

10.2.5. 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 30th. i.e., Earned July 1 to June 30th Year 1 to be used July 1 to June 30th Year 2 and used up by June 30th Year 3.

10.2.6. Following the first six (6) months of employment, an employee may schedule up to one half of their annual vacation entitlement.

10.2.7. Employees are expected to fully utilize their vacation entitlement, as it is not intended to accumulate year after year. Carryover of unused vacation beyond the timeline in 10.2.5 above is not automatic and may only be approved in writing by the President & CEO.

10.2.8. There will be no payments in lieu of untaken vacation time, except as required by the *Employment Standards Code*.

10.3. ILLNESS LEAVE

Illness Leave means the period of time that an Employee is unable to work by virtue of an illness or injury which is not compensable in accordance with the *Workers' Compensation Act*.

It is required that the illness leave is reported to an employee's direct supervisor, as well as through the online absence system. Please follow departmental process for reporting illness leave to the supervisor. The College may require the employee to provide a doctor's note/certificate, or such other proof as may be deemed necessary where illness extends beyond three (3) consecutive workdays.

In the first year of service with the College, an employee will be entitled to paid illness leave on the first day of the month following the completion of three months of continuous employment.

10.3.1 Casual Illness Leave

“Casual Illness” means an illness or injury which causes an employee to be unable to work for a period of ten (10) workdays or less.

Eligibility for Casual Illness leave will be adjudicated by the College or a third-party claims adjudicator as determined by the College, and may request a medical note or more information if casual illness leaves exceed ten (10) workdays in a fiscal year.

10.3.2 General Illness Leave

“General Illness” means an illness or injury which causes an employee to be unable to work for a period of more than ten (10) consecutive working days. Eligibility to receive or continue to receive General Illness Leave will be adjudicated by a third-party claims adjudicator as determined by the College.

Upon assessment from the third-party claims adjudicator, an employee may be 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 general illness leave benefit will be paid by Medicine Hat College. The first ninety (90) calendar days will be paid at 100% of gross regular salary and the 91st to 120th calendar days will be paid at a reduced amount equivalent to the long-term disability rate.

For a new subsequent disability, the general illness leave (weekly indemnity plan) will provide reinstatement of full benefits (paid sick leave) immediately upon return to work. For recurrence of an earlier disability, the plan will provide reinstatement of full benefits (paid sick leave) after the employee returns to work for three (3) months.

10.3.3 Long-Term Disability

“Long-Term Disability” (LTD) means an illness or injury which causes an employee to be unable to work for a period beyond one hundred and twenty (120) calendar days and the Employee will be eligible to apply for LTD benefits in accordance with the Medicine Hat College LTD Plan (the “Plan”). The final ruling of as to whether or not the Employee’s claim is of a nature which qualifies the Employee to LTD benefits within the interpretation of the provisions of the Plan will be made by the third-party claims adjudicator. If approved, the case and LTD benefit will be managed and paid by the third-party claims adjudicator. During the LTD, the third-party claims adjudicator will provide regular updates to the College on the employee’s status and estimated date of return. This information will be provided to Human Resources and the employee’s supervisor to manage operational needs.

10.4. MEDICAL APPOINTMENTS

If an employee requires time off during regular working hours for the purposes of attending appointments such as medical, dental, optical, or such other medical appointment, such absence will be with pay provided the employee has been given prior authorization from their supervisor. Employees are expected to schedule appointments at times which will least interfere with the employee's regular working hours.

For out-of-town medical appointments, the College will pay for the day of the appointment and may request documentation confirming the appointment and its duration.

Absences for medical appointments must be entered into the College's absence entry system.

10.5. MATERNITY/PARENTAL LEAVE

10.5.1. The employee will 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.

10.5.2. The employee must submit a written request for the leave of absence to their supervisor a minimum of six (6) weeks prior to the start of the leave.

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

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

10.5.5. An employee granted maternity/parental leave will be returned to their former position or another position at a comparable salary level on their return to work.

10.5.6. The employee on maternity/parental leave will be required to give the College, through the Human Resources office, a minimum of four (4) weeks' written notice of their intention to "return to/not return to" the workplace before the end of the maternity/parental leave period.

10.6. JOB PROTECTED LEAVES

10.6.1 Employees are entitled to unpaid job protected leaves as per the *Employment Standards Code*.

10.6.2 Medicine Hat College at its discretion, may pay a portion or all of a job protected leave or as stated in any subsequent Article of this Guideline.

10.7. BEREAVEMENT LEAVE

An employee may receive bereavement leave with pay normally not to exceed five (5) working days in the event of the death of an immediate family member of an employee or employee's partner in accordance with the *Employment Standards Code*, as amended from time to time. Extensions may be granted upon approval from the supervisor and Human Resources for extenuating circumstances.

10.8. COURT LEAVE

10.8.1. Leave with pay will be granted to an employee for court appearances in which they are:

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

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

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

10.9. PERSONAL LEAVE

10.9.1. 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.

10.9.2. Leave for personal reasons will 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.

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

11.0 PROFESSIONAL DEVELOPMENT

11.1. EDUCATIONAL LEAVE

11.1.1. On application by the employee through the supervisor, and with the supervisor's recommendation and consultation through Human Resources, the President & CEO may grant educational leave (to further the employee's education) to such employee for a period of one (1) year maximum.

11.1.2. During such educational 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 educational 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 educational 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 educational leave period, the employee, at the discretion of the President & CEO, will return to the employ of the College for a period of two (2) years. Failure to complete this obligation will result in repayment of a proportionate amount of money paid.

11.2. ALLOWANCES

11.2.1. The College will 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 \$1,500 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 professional development activity is to be determined by the employee in consultation with, and upon approval from, their immediate supervisor.

11.2.3. The College provides access to the Employee Learning and Development Fund (ELDF) governed by the ELDF policy.

11.3. POSTGRADUATE STUDIES

11.3.1. The College may provide financial support for employees pursuing postgraduate studies leading to a Master's degree, graduate certificate/diploma, 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 postgraduate studies program will submit a written application through their immediate supervisor. The authorized application will be forwarded to the Human Resources department by December 31st of the year prior to commencement of study.

For more information regarding Postgraduate Studies, please refer to the College's Postgraduate Studies Guidelines.

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 must provide written notice a minimum of four (4) weeks prior to the effective date of termination to their supervisor. Some or all of this notice period may be waived by the College at any time provided that it pays the employee their base salary and Medicine Hat College's portion of the premium costs for any other entitlements during any such waived period to the extent minimally required by the *Employment Standards Code*.

13.2. COLLEGE OPTION

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

13.2.1. **Where termination is for just cause:** No termination notice or pay in lieu of termination notice will be provided to the employee by Medicine Hat College (as per Alberta's Employment Standards legislation).

13.2.2. Where termination is without just cause during or at the conclusion of the Probationary Period of the employee:

- 90 days of service or less: No termination notice or pay in lieu of termination notice will be provided to the employee by the College in accordance with the *Employment Standards Code*.
- More than 90 days of service: An employee will be provided either working notice or a severance payment equal to one (1) months' notice or base salary (the "Severance Payment"). This amount is inclusive of termination pay minimally required in the *Employment Standards Code*. This payment will be issued upon execution of a Full and Final release authorized by the employee. If an executed Release is not delivered to the College by the Employee two weeks after the date of termination, the Employee will only be provided the minimum termination pay required by the *Employment Standards Code*.
- If an employee has prior service with the College as a bargaining unit or out of scope employee (without a break in service): An employee will be provided either working notice or a severance payment or any combination of notice and severance in accordance with the same terms as 13.2.3.

13.2.3. Where termination is without just cause after successfully completing the Probationary Period: an employee will be provided either working notice or a severance payment equal to one (1) months' working notice or base salary for each completed year of service, to a maximum of eighteen (18) months' notice or base salary in effect at the time of termination, or any combination of notice and severance as determined at the sole discretion of the Medicine Hat College. This amount is inclusive of termination pay in accordance with the *Employment Standards Code*. This payment will be issued upon execution of a Full and Final Release authorized by the employee. If an executed Release is not delivered to the College by the Employee two weeks after the date of termination, the Employee will only be provided the minimum termination pay required by the *Employment Standards Code*.

13.2.4. The Employee agrees that the notice required or amount payable pursuant to Article 13.2.2 and Article 13.2.3 will be the maximum notice or pay in lieu of notice to which the Employee is entitled upon termination of employment without just cause, including statutory, contractual and common law amounts. The Employee agrees that these entitlements are reasonable and upon receipt of these entitlements the College will have no further obligation to the Employee in respect of notice of termination of the Employee's employment, including, without limitation, any further compensation, severance pay or damages. The Employee expressly waives any entitlement to common law reasonable notice of termination.

- 13.3. Upon termination of the Employee's employment for any reason, the College will pay to the Employee all accrued wages not otherwise addressed in this Article 13, if any, as minimally required by the Code, including, but not limited to, outstanding expense reimbursements, accrued and unused vacation pay, and any vacation pay payable on statutory pay in lieu of notice, if applicable.

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 will apply:

- 15.1. The employee and the immediate supervisor will first attempt to resolve the difference of opinion.
- 15.2. If not resolved in 15.1, the employee will provide to Human Resources and the next level supervisor 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 next level supervisor 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 will be to the appropriate Vice-President or President & CEO. The Vice-President or President & CEO may employ any means deemed reasonable (i.e. committee for recommendation, meeting of parties, consultation with employees, peers and external resources) to review and resolve, within a reasonable time, the difference of opinion submitted.

16.0 **EMPLOYMENT STANDARDS LEGISLATION GOVERNS**

In the event that any applicable legislation provides for benefits to the Employees in excess of the benefits set out in this Guideline, then the legislation will prevail to the extent of the additional benefits it provides.

APPENDIX A - Salary Grid

September 1, 2023 to June 30, 2024

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 11	\$ 168,889	\$ 173,956	\$ 179,173	\$ 184,549	\$ 192,446
Level 10	\$ 150,059	\$ 154,559	\$ 159,196	\$ 163,972	\$ 170,531
Level 9	\$ 129,421	\$ 133,425	\$ 137,550	\$ 141,804	\$ 147,474
Level 8	\$ 120,390	\$ 124,116	\$ 127,952	\$ 131,909	\$ 137,185
Level 7	\$ 112,146	\$ 115,615	\$ 119,190	\$ 122,876	\$ 127,792
Level 6	\$ 105,013	\$ 108,167	\$ 111,409	\$ 114,752	\$ 119,343
Level 5	\$ 90,122	\$ 92,828	\$ 96,539	\$ 100,402	\$ 105,423
Level 4	\$ 78,955	\$ 81,323	\$ 84,169	\$ 87,115	\$ 91,472
Level 3	\$ 69,249	\$ 71,328	\$ 74,179	\$ 77,147	\$ 81,003
Level 2	\$ 60,333	\$ 62,143	\$ 64,629	\$ 67,213	\$ 71,247
Level 1	\$ 52,982	\$ 54,572	\$ 56,755	\$ 59,025	\$ 62,567

July 1, 2024 to March 31, 2025

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 11	\$ 173,956	\$ 179,175	\$ 184,548	\$ 190,085	\$ 198,219
Level 10	\$ 154,561	\$ 159,196	\$ 163,972	\$ 168,891	\$ 175,647
Level 9	\$ 133,304	\$ 137,428	\$ 141,677	\$ 146,058	\$ 151,898
Level 8	\$ 124,002	\$ 127,839	\$ 131,791	\$ 135,866	\$ 141,301
Level 7	\$ 115,510	\$ 119,083	\$ 122,766	\$ 126,562	\$ 131,626
Level 6	\$ 108,163	\$ 111,412	\$ 114,751	\$ 118,195	\$ 122,923
Level 5	\$ 92,826	\$ 95,613	\$ 99,435	\$ 103,414	\$ 108,586
Level 4	\$ 81,324	\$ 83,763	\$ 86,694	\$ 89,728	\$ 94,216
Level 3	\$ 71,326	\$ 73,468	\$ 76,404	\$ 79,461	\$ 83,433
Level 2	\$ 62,143	\$ 64,007	\$ 66,568	\$ 69,229	\$ 73,384
Level 1	\$ 54,571	\$ 56,209	\$ 58,458	\$ 60,796	\$ 64,444

Compensation adjustments will be made in accordance with Ministerial orders and college guidelines and authorizations.

APPENDIX B – IT Salary Grid

March 7, 2023 to June 30, 2024

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 5	\$102,109	\$105,174	\$109,379	\$113,756	\$119,445
Level 4	\$ 89,456	\$ 92,139	\$ 95,364	\$ 98,702	\$103,638
Level 3	\$ 78,460	\$ 80,815	\$ 84,045	\$ 87,408	\$ 91,777
Level 2	\$ 68,357	\$ 70,409	\$ 73,225	\$ 76,153	\$ 80,723
Level 1	\$ 60,029	\$ 61,831	\$ 64,303	\$ 66,876	\$ 70,888

July 1, 2024 to March 31, 2025

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 5	\$ 105,172	\$ 108,329	\$ 112,660	\$ 117,169	\$ 123,028
Level 4	\$ 92,140	\$ 94,903	\$ 98,225	\$ 101,663	\$ 106,747
Level 3	\$ 80,814	\$ 83,239	\$ 86,566	\$ 90,030	\$ 94,530
Level 2	\$ 70,408	\$ 72,521	\$ 75,422	\$ 78,438	\$ 83,145
Level 1	\$ 61,830	\$ 63,686	\$ 66,232	\$ 68,882	\$ 73,015

Compensation adjustments will be made in accordance with Ministerial orders and college guidelines and authorizations.

APPENDIX C

Medicine Hat College Supplementary Employment Insurance Benefit Plan (S.E.I.B.)

1. The objective of this plan is to supplement the Employment Insurance benefits of employees where the employee is medically unable to work due to the pregnancy and/or birth of the employee's child. Such period of time will be considered a health-related absence covered by illness leave subject to the employee's right-of-access to Employment Insurance benefits.
2. This plan covers full-time regular employees within the Management and Excluded group.
3. Benefits payable under the plan are a sum which, combined with gross E.I. benefits and all other earnings, equals one hundred percent (100%) of the employee's weekly earnings. In any week, the total amount of SEIB payments and the weekly rate of E.I. benefits will not exceed one hundred percent (100%) of the Employee's weekly earnings.
4. The duration of the benefit is the period of health-related maternity leave, as established and confirmed in writing by the Employee's physician, to a maximum of fifteen (15) weeks, or the Employee's accumulated sickness entitlement, whichever is the lesser.
5. In order to qualify for this plan, an employee must:
 - a. provide the College with a certificate of a duly qualified medical practitioner certifying the duration of the health-related leave;
 - b. provide the College with proof that the employee has applied for and is in receipt of Employment Insurance benefits. (Satisfactory proof from Service Canada must be provided).
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 will receive one hundred percent (100%) of the employee's 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 one hundred percent (100%) of the employee's weekly rate of pay. Normally, the health-related portion of the leave is a maximum of six (6) weeks post-delivery unless extenuating circumstances exist.
7. Employees do not have a right to SEIB payments, except for supplementation of E.I. benefits for the unemployment period as specified in paragraph 4 of the plan.

ADDENDUM S.E.I.B, continued

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

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