



TERMS AND CONDITIONS OF EMPLOYMENT

EXCLUDED EMPLOYEES

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Appendix A - Salary Schedule

TERMS AND CONDITIONS OF EMPLOYMENT

EXCLUDED EMPLOYEES

These Terms and Conditions of Employment apply to those employees who occupy positions excluded from the bargaining unit.

TERMS OF EMPLOYMENT

- 1.01 The Terms and Conditions of employment for Excluded Employees may be altered from time to time on the recommendation of the President and approval of the Board.
- 1.02 The President may authorize the addition or deletion of positions and class levels from this employment category.
- 1.03 Employees covered by these Terms and Conditions will be provided with written notification of proposed changes.

2.0 DEFINITIONS

In the Terms and Conditions, unless otherwise 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) "Board" refers to the Board of Governors of Portage College;
- (d) "College" refers to Portage College, or any person acting on behalf of the College, as the context may require;
- (e) "President" refers to the College President or Chief Executive Officer of Portage College;
- (f) "Manager" refers to an employee who has been designated as a Manager under the Terms and Conditions of Employment for Management Employees;
- (g) "Excluded Employee" and "Employee" means a person employed by the College in a band listed in Appendix A, and who is employed in one of the following categories:
 - (i) "Full Time Continuous" means Excluded Employees who are employed full time on each workday, and paid by salary.
 - (ii) "Part-time Continuous" means Excluded Employees who are paid by salary

and required to work not less than:

- three (3) hours on each work day in the year; or
 - seven (7) hours per day on two (2) or more work days per week; or
 - ten (10) full work days in each month.
- (iii) "Term Employees" are Excluded Employees who are paid a salary and employed for a specified limited period.
- (iv) "Casual Employees" are Excluded Employees employed to meet short term staffing needs, and/or less than half-time employment, and/or where the number of days, weeks, or months required is irregular. Casual Employees are paid an hourly rate and are subject to terms and conditions as outlined in Subsection 3.03 (e).
- (h) "Probationary Employee" means an Excluded Employee who during his initial period of employment is serving a probationary period;
- (i) "Annual Salary" means the annual amount of an Employee's regular salary or hourly rate of pay excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
- (j) "Monthly Salary" means annual salary divided by twelve (12);
- (k) "Year" means three hundred and sixty-five (365) days or three hundred and sixty-six (366) days in a leap year;
- (l) "Continuous service" means:
- (i) For Continuous or Term Employees employed on September 1, 1997, their continuous service recognized by the Crown in the Right of Alberta, which will be recognized by the College.
 - (ii) For employment of Continuous and Term Employees subsequent to September 1, 1997, continuous service shall accrue based on employment with the College.

3.0 APPLICATION

- 3.01 These Terms and Conditions replace any and all prior terms and conditions of employment in regard to Excluded Employees.
- 3.02 Employees covered by these Terms and Conditions shall not be eligible for membership in, pay dues to or participate in activities of any union or bargaining agent.
- 3.03 The Terms and Conditions apply to the following:

- (a) Full-time Continuous and Part-time Continuous Employees occupying positions designated as excluded from the bargaining unit.
- (b) Full-time Continuous and Part-time Continuous Employees occupying positions in classes designated as excluded from the bargaining unit.
- (c) Term Employees occupying Full time or Part time positions in classes designated as excluded from the bargaining unit, except Subsections 26.02 and 26.03 do not apply.
- (d) The Terms and Conditions will be applied on a pro-rata basis for Part-time Continuous and Term Employees, where applicable.
- (e) Employees hired for casual employment will be eligible for provisions contained in the following Sections only:
 - (i) Section 5, Hours of work
 - (ii) Section 6, Overtime, except Section 6.11
 - (iii) Section 7, Standby
 - (iv) Section 8, Call-Back
 - (v) Section 10, Compensation
 - (vi) Subsection 17.08, Paid Holidays
 - (vii) Subsection 19.11, Annual Vacation Leave
 - (viii) Subsection 26.03, Termination and Position Abolishment
 - (ix) Section 28, Travel and Subsistence
 - (x) Section 30, Appeal Procedures.

4.0 APPOINTMENTS AND PROBATIONARY PERIOD

4.01 Appointments to excluded positions will be made through a process of open competition except where these requirements are waived by the President or Vice Presidents.

4.02 All appointments will be made in writing. Written confirmation of acceptance of

employment will constitute a contract and acceptance of these Terms and Conditions of Employment.

- 4.03 Initial appointments will include a twelve (12) months probationary period.
- 4.04 The President or his designate may decide to count all or part of any previous relevant employment with the College towards the required probationary period.
- 4.05 If an Employee's suitability for continued employment in the College cannot be determined during the probationary period, the President may extend the probationary appointment. A written notice of extension will be provided to the Employee at least one (1) month before the end of the normal probationary period.
- 4.06 A copy of the Employee's job description or a list of duties will be provided on commencement of employment.

5.0 HOURS OF WORK

- 5.01 Normal weekly hours of work are thirty-six point two five (36.25) with two (2) consecutive days off or the equivalent on a biweekly, monthly or annual basis.
- 5.02 A meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the midpoint of each work period that exceeds four (4) hours. The meal period shall be without pay except as provided in Subsection 5.03.
- 5.03 An Employee who is directed by his Supervisor to remain, due to a specific assignment, at his station during his meal period, shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break may contribute towards a fulfillment of the normal hours of work but not towards any overtime compensation.
- 5.04 If an Employee is required to work modified or flexible hours, he/she shall not suffer a loss or gain in entitlements. Some positions may be required to balance on a monthly, quarterly or annual basis. Positions requiring balance will have a plan developed by the supervisor/manager and will be discussed with the Employee.

6.0 OVERTIME

- 6.01 Overtime is defined as authorized hours worked beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. The Employee's Supervisor shall authorize overtime.
- 6.02 An employee who has been authorized to work overtime:
 - (a) On a regularly scheduled workday shall be compensated at time and one and one half (1½) his regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double his regular hourly salary for

hours worked in excess of two (2) hours.

- (b) On subsequently scheduled days of rest in that rest period, at double his regular hourly salary for all hours worked, provided the employee has worked his required daily hours on the first day of rest.
- 6.03 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes immediately following closing time without compensation. If the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime will be paid.
- 6.04 Authorized travel on College business shall be considered working hours and when authorized outside of normal working hours, or a regularly scheduled day of rest, appropriate overtime rates will apply. Travel time does not include travel spent proceeding to and from usual place of work and residence.
- 6.05 An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- 6.06 An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- 6.07 An Employee who is required to attend a training course or seminar which necessitates travel outside of the normal place of employment shall receive straight time pay or time off instead of pay up to a maximum of the equivalent of the daily hours normally worked.
- 6.08 Overtime pay or time off instead of pay will be calculated to the nearest quarter (1/4) hour.
- 6.09 Overtime is calculated based on the hourly rate in effect at the time the overtime was worked.
- 6.10 The Employee's supervisor must approve compensatory time off in lieu of overtime payment. Time off must be taken at a mutually agreeable time within twelve (12) months of working the overtime or the employee will be paid the overtime.
- 6.11 Part time or casual Employees working less than the normal hours of work as prescribed in Subsection 5.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours worked until they exceed the normal daily hours for full time Employees.

- 6.12 When overtime occurs of an urgent nature as deemed by the Manager, within the weekly balancing period, an Employee may be exempt from Subsection 5.04. This exception must be authorized by the Employer.
- 6.13 Overtime worked by employees on projects (6 months or less) internally or externally funded must be paid out for time worked. Overtime rates would apply.

7.0 STAND BY

- 7.01 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be compensated the amount of one-half (1/2) hours pay at his regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the compensation shall be one (1) hour's pay at his regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof.
- 7.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 7.03 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Subsection 7.01 for the hours he was on standby in addition to compensation pursuant to Section 8, Call-Back Pay for the hours worked on call back.
- 7.04 For purposes of this Section, an Employee will be compensated either through a paid settlement or time off with pay in lieu of paid settlement.

8.0 CALL-BACK PAY

- 8.01 When an Employee is called back to work by his Supervisor for a period in excess of two (2) hours, including time spent travelling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Section 6 Overtime and in no instance shall more than one provision apply. For such call back on a paid holiday, the rate of compensation shall be paid as stipulated in Section 17, Paid Holidays.
- 8.02 An Employee who is called back to work one or more times within a two (2) hour period and for whom the time worked and the time spent travelling directly to and from work totals two (2) hours or less, shall be compensated at straight time for a minimum of three (3) hours.

9.0 ATTENDANCE

- 9.01 Employees will be required to record absences from work in accordance with the Time Reporting System in effect in the College.

- 9.02 Prior approval of the Employee's Supervisor is required for any absence from work except sick leave.
- 9.03 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify his Supervisor that he will be returning to work during the preceding workday.
- 9.04 An Employee who is absent without prior approval must communicate the reason for the absence to his Supervisor within one (1) hours of the time the Employee is expected to be at work. The Supervisor may waive the time limits if the Employee has an acceptable reason for not meeting the time lines and may determine what further communication is required during the absence.

10.0 COMPENSATION

- 10.01 Employees will be paid in accordance with the pay schedules established for their classification as outlined in Appendix A.
- 10.02 Pay ranges for excluded employees will be reviewed from time to time. Adjustments will be recommended by the President and approved by the Board.

11.0 CLASSIFICATION

- 11.01 An Employee or his Manager may request in writing, to the Manager, Human Resources, to have his position classification level reviewed provided;
 - (a) The duties and responsibilities of the position have been significantly changed since the last review;
 - (b) The last review and/or any appeal was concluded at least twelve (12) months prior to the request; and
 - (c) There was prior discussion with the immediate Manager.
- 11.02 The Manager of Human Resources will provide the Employee with a decision in writing.
- 11.03 The decision may be appealed, in writing, to the President or his alternate within twenty-one (21) days of receipt of the decision.
- 11.04 The appeal will be heard within thirty (30) days of receipt and a written final and binding decision will be rendered within fourteen (14) days thereafter.
- 11.05 Time limits may be extended in writing, by mutual agreement of the Manager,

Human Resources and the Employee's Manager.

- 11.06 Upon upward reclassification of a position, Human Resources shall establish the Employee's new salary within the appropriate range.
- 11.07 If reclassification results in a classification to a lower pay level, the Employee's salary will be protected for a period of twenty-four (24) months or until the salary range of the new classification equals or surpasses the frozen rate of pay, whichever occurs earlier. If at the end of the twenty-four (24) month period, the salary is still over-range, it will be adjusted to the appropriate rate in the new classification.
- 11.08 Classification decisions will be effective the first day of the month in which Human Resources received the request. In unusual circumstances the effective date may be as established by the Vice-President in consultation with the Manager, Human Resources.

12.0 PAY

- 12.01 An Employee's anniversary date for purposes of annual salary increments will normally be:
 - (a) The first day of the month if the Employee begins employment or is promoted or reclassified resulting in a salary adjustment on or before the fifteenth (15) of the month; or
 - (b) The first day of the following month if the Employee begins employment or is promoted or reclassified resulting in a salary increase after the fifteenth (15) of the month.
- 12.02 An Employee's increment may be withheld for cause if the Employee is provided with written notification to this effect before the increment due date.
- 12.03 Performance planning and evaluation will be in accordance with the College guidelines.
- 12.04 Employees hired for casual employment will be paid an hourly wage rate determined by dividing the annual salary rate by the annual hours of work for the classification, rounded to the nearest full hour.
- 12.05 An Employee who is designated by a Manager at his place of work to perform the principal duties of a higher level position for a minimum period of five (5) consecutive days shall receive acting incumbency pay for the entire period of acting. Acting incumbency shall not normally exceed a period of one (1) year.
- 12.06 The Employee shall be paid:

- (a) The lowest period in pay range assigned to the new class, when the maximum of that pay range is less than one (1) increment higher than the maximum of the Employee's regular class; or
- (b) The lowest period in the pay range assigned to the new class, except if that increase is less than one (1) increment the Employee's salary shall be adjusted to the next increment, when the maximum of the pay range for the new class is at least one increment higher than the maximum of the employee's regular class; or
- (c) A minimum increase of four percent (4%) when acting in a Management class provided the maximum salary of the new class is not exceeded.

12.07 When the acting incumbency ends, the Employee's salary will be adjusted to that which would be in effect if he had continuously occupied his regular position.

13.0 WORKERS' COMPENSATION

13.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the College, the Employee and his Supervisor shall report the injury to the Manager at the place of work. The Manager shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive days.

13.02 If an Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.

13.03 The eligibility period specified in Subsection 13.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

13.04 When a day designated as a paid holiday under Section 17, Paid Holidays falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

13.05 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 injury. That day shall not be deducted from the eligibility period specified in Subsection 13.01.

13.06 An Employee who receives WCB benefits and who at the commencement of absence from work pursuant to Subsection 13.02 is participating in the Employee Benefit Plans shall continue to be covered under these plans throughout the period the Employee is receiving WCB benefits. Premium contributions shall continue to be paid by the College and the Employee according to Section 26, Health and Insurance Benefits.

14.0 CASUAL ILLNESS LEAVE

14.01 "Casual Illness" means a personal illness which causes an Employee to be absent from duty for a period of three (3) consecutive workdays or less.

14.02 An Employee in his first and in each subsequent year of employment shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay. Casual illness entitlements are renewed on January 1 of each year and are prorated in the first year of employment.

14.03 If an Employee is on authorized absence for less than one half (1/2) day due to illness, dental, physiotherapy, optical, medical or such other appointment, and he has worked one (1) hour in that half day period, the absence will be with pay and will not be charged against the casual illness entitlement. One half (1/2) day is half of seven and one quarter hours (7 ¼).

14.04 Each day or half of a day of casual illness used; within a calendar year shall be deducted from the remaining casual leave entitlement for that year.

14.05 Casual Illness Leave is subject to Section 16, Proof of Illness.

15.0 GENERAL ILLNESS LEAVE

15.01 "General Illness" means a personal illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days; or where the Employer approves part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

15.02 Month means the period of time between the same date in two (2) successive calendar months.

15.03 General Illness leave is in addition to Casual Illness leave entitlements specified in

Section 14, Casual Illness Leave.

15.04 Provided the Employee is not then absent from work due to general illness, the Employee on the commencement of each year of employment is entitled to general illness leave in accordance with the following schedule.

Completed years of uninterrupted service salary	General illness leave at full salary	General illness leave at 70%
0 year	*	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days

*During the first month of employment, the first ten (10) days of general illness leave shall be without pay. After completion of one month's salaried service, an Employee shall have ten (10) days credit at full salary.

15.05 General illness leave of less than eighty (80) days is reinstated for future use at seventy percent (70%) upon return to work if the Employee returns to active work in the same year of employment.

15.06 If the Employee returns to work in the next year of employment, the entitlements are reinstated according to the entitlement schedule.

15.07 Benefits are reinstated only after ten (10) consecutive workdays without an absence for the same or related illness.

15.08 The maximum period of continuous absence recognized shall be eighty (80) consecutive workdays. Absences due to illness or disability in excess of that period shall be subject to the benefits under Section 27, Health and Insurance Benefits.

15.09 When a paid holiday falls during a period of general illness, it will be paid as a day of general illness. An Employee will not receive additional compensation for the paid holiday.

15.10 An Employee is not eligible to receive general illness benefits if:

- (a) The absence is due to an injury from employment of any other Employer that qualifies for Workers' Compensation benefits; or,
- (b) The absence is due to an intentional self-inflicted injury.

15.11 Casual illness entitlements earned but not taken by an excluded employee during the two (2) previous casual illness leave entitlements may be utilized in lieu of up

to twenty (20) days of general illness which would otherwise be taken at seventy percent (70%) salary according to the schedule in Subsection 15.04.

15.12 General illness leave is subject to Section 16, Proof of Illness.

16.0 PROOF OF ILLNESS

16.01 A proper medical certificate or other satisfactory proof of illness may be required to obtain casual illness leave benefits as provided in Section 14, Casual Illness Leave.

16.02 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 may be required.

16.03 An Employee will be notified if a medical certificate or proof of attendance at an appointment is required prior to his return to work.

16.04 An Employee is required to provide a proper medical certificate or other satisfactory proof of illness to obtain general illness benefits as outlined in Section 15, General Illness Leave.

16.05 If proof of illness is not provided within the time frame specified by the Supervisor, days of absence will be recorded as leave without pay.

16.06 An Employee may be required to undergo a medical examination or a medical interview when required for purposes other than qualifying for casual and general illness benefits and for time away for medical/dental appointments. The examination or interview shall be at the College's expense and on the College's time.

17.0 PAID HOLIDAYS

17.01 Employees are entitled to one day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater (1 day)
Civic Holiday (1 day)	

17.02 In the event any of these holidays fall upon a Saturday or Sunday, the College will observe the holiday closure on the next following Monday or as otherwise declared to be observed by the College.

- 17.03 If the municipality does not proclaim a civic holiday as specified in Subsection 17.01, the first Monday in August shall be observed as such holiday.
- 17.04 If a holiday falls within an Employee's vacation leave, the Employee will receive an extra day of vacation instead of the paid holiday.
- 17.05 If an Employee works on one of the holidays listed above, the Employee shall receive either:
- (a) His regular salary plus time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, or
 - (b) In lieu of his regular salary, time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, plus a day off in lieu with pay.
- 17.06 An Employee will be paid for any of the above paid holidays if they fall under a leave of absence without pay that is less than ten (10) workdays.
- 17.07 Authorized travel on Employer business on a paid holiday shall be compensated at straight time pay or equivalent time off.
- 17.08 An Employee hired for casual employment will in lieu of paid holidays receive five point two percent (5.2%) of his regular wage earnings in addition to his regular wage earnings.

18.0 PAID DAYS OFF

- 18.01 The three (3) days between Christmas Day and New Year's Day will be granted as paid days off subject to operational requirements.
- 18.02 Days off, including alternate days off, if applicable, shall be designated by the College where operational requirements do not permit taking days off as specified.
- 18.03 If an Employee is required to work on one of the paid days off, the Employee will receive compensation at his regular salary for all hours worked up to the equivalent of full normal daily hours.
- 18.04 An Employee is eligible to receive a Fall Break of four (4) days leave with pay each calendar year. The scheduling of the Fall Break will be determined by the Executive Committee and published in the Administrative Calendar. An Employee must be employed at the time of the scheduled break to be eligible to receive the time off.
- (a) If an Employee is unable to take the four days off at the scheduled time off, they can request approval from their Manager to use the time off at another mutually agreeable after the scheduled time off and prior to June 30.

(b) An Employee cannot be paid out the fall break.

19.0 VACATION LEAVE

19.01 Employees will receive vacation entitlements, at a time approved by the College, according to the following schedule ~~effective July 1, 2003~~:

- (a) An employee shall receive one point two five (1.25) days of vacation per month for up to seven (7) years of services.
- (b) An employee shall receive on one point six six (1.66) days of vacation per month for seven (7) years of completed service up to fourteen (14) years of completed service.
- (c) An employee shall receive two point zero eight (2.08) days of vacation per month for fourteen (14) years of completed service up to twenty (20) years of completed service.
- (d) An employee shall receive two point five (2.5) days of vacation per month for over twenty (20) years of completed service up to twenty-five (25) years of completed service.
- (e) An employee shall receive two point seven five (2.75) days of vacation per month for over twenty-five (25) years of completed service up to thirty (30) years of completed service.
- (f) An employee shall receive three point zero (3.0) days of vacation per month for over thirty (30) years of completed service.

19.02 When employment commences on or before the fifteenth (15th) of the month vacation entitlements will be earned for that month. When employment commences on or after the sixteenth (16th) of the month vacation will be earned from the first day of the following month.

19.03 An employee shall earn vacation leave pursuant to Subsection 19.01 during the following absences:

- (a) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (b) any other leave of absence with or without pay for the first twenty-two (22) workdays.

19.04 If one or more paid holidays falls during an Employee's annual vacation period,

another day or days may be added at the end of the vacation period or at a time authorized by the Employee's Supervisor.

- 19.05 Vacation Leave may be taken in one continuous period or in separate periods, however the vacation must be taken in at least one half (1/2) day increments.
- 19.06 Vacation leave shall be allowed to accumulate for use at any time in accordance with the general provisions of this Section, to the equivalent of one and one half (1½) year's vacation entitlement. When an Employee has more than the equivalent of one year's vacation accumulated one of the following must take place:
- (a) Receive authorization from the Employer to accumulate vacation leave beyond the one and one half (1 ½) year limit and establish a plan for the surplus accumulated days to be used as mutually agreed upon by the Employee and the Employer.
 - (b) Receive a cash payout for a portion of the surplus accumulated days providing at least two (2) weeks of vacation are taken each year, as mutually agreed upon by the Employee and the Employer. If the Employee and Employer cannot agree on when the days can be used the Employer may stipulate when vacation will be taken. The request for vacation payout must be operationally feasible and the College must have sufficient resources available to pay.
- 19.07 Where an Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 19.08 Once vacations are authorized they shall not be changed except by mutual agreement, other than in cases of emergency or termination of employment prior to scheduled vacation.
- 19.09 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Subsection 26.04 shall apply.
- 19.10 Subject to the operational requirements, the College shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.
- 19.11 In lieu of Annual Vacation Leave and vacation pay, Casual Employees shall receive, in addition to their regular wage earnings, vacation pay at six percent (6%) of their regular wage earnings paid each pay period.

20.0 SPECIAL LEAVE

20.01 An Employee who requires time off from work may be granted special leave without loss of pay upon approval by his Manager. The circumstances under which special leave may be approved are subject to Subsection 20.02. Special leave will not exceed ten (10) working days per calendar year (Prorated in the first year of employment). Any additional leave requested shall be subject to the College's guidelines and procedures.

The circumstances under which special leave may be approved are listed below and are subject to Subsection 20.02:

- (a) illness within the immediate family;
- (b) bereavement;
- (c) travel time for illness within the immediate family or bereavement;
- (d) administration of estate;
- (e) moving household effects;
- (f) disaster conditions;
- (g) write examination(s) for course(s) approved by the Employer;
- (h) attend funerals as pall-bearer or mourner, for persons not listed in Subsection 20.02;
- (i) Be present at birth or adoption proceedings of an Employee's child; or
- (j) Attend formal hearings to become a Canadian Citizen;
- (k) Wellness Day - three (3) days will be granted where operational requirements permit and subject to the prior approval of the Employer.

20.02 For the purposes of determining eligibility for special leave under Subsection 20.01, the following provisions shall guide the eligibility decisions:

- (a) An Employee who requires time off work shall be granted leave without loss of pay if there is an illness in his/her immediate family. Immediate family means spouse (including common-law spouse), son, daughter, mother or father, mother in law or father in law. The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment,

unless there is no other family member available to take the person to an appointment;

- (b) Bereavement -leave of absence will be granted in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, aunt, uncle, niece or nephew or the husband or wife of any of them;
- (c) Travel time for illness within the immediate family or for bereavement shall mean for travel where long distances are involved;
- (d) Administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;
- (e) Moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months;
- (f) Disaster conditions shall apply for a critical condition, which requires an Employee's personal attention in a disaster (flood, fire, and tornado) which cannot be served by others or attended to by the Employee at a time when he is normally off duty;
- (g) Mourner -leave of absence will be granted where operational requirements permit subject to the approval of the Employee's Supervisor; or
- (h) Wellness Day - three (3) days will be allowed for a Wellness Day. This special leave day requires prior approval from the Employer.

20.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave and travel time for illness within the immediate family or bereavement may be granted more than once within a calendar year provided the total special leave granted does not exceed ten (10) working days per calendar year. Any additional leave requested shall be subject to the College's guidelines and procedures.

20.04 Two (2) weeks notice may be required for leave requested under Subsection 20.01, clauses (d), (e), and (h).

21.0 MATERNITY LEAVE

21.01 Entitlement

- (a) A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay.
- (b) The maternity leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery.
- (c) After 52 weeks of continuous employment, an Employee may qualify for Supplemental Employment Insurance Benefits (S.E.I.B.) covering the period she has provided medical evidence from her physician, which satisfies the College she is unable to do her job. An Employee must apply and when approved, submit to the College proof of receipt of Employment Insurance maternity benefits in order to be paid the S.E.I.B. payments. Such proof must be provided to Human Resources no later than twelve (12) weeks after the commencement of maternity leave or the S.E.I.B. will be forfeited. Leave then taken under this S.E.I.B. plan shall be considered to be part of the maternity leave without pay. An Employee who is eligible for S.E.LB. plan shall not be eligible for illness leave benefits pursuant to Section 15, General Illness Leave.
- (d) The College shall not deny the pregnant Employee the right to continue employment during the period of pregnancy unless her ability to perform her assigned work is limited by the pregnancy. The College may require medical documentation verifying that there are no health related issues that prevent continued employment. The College shall pay the cost of such documentation.

21.02 Commencement of Maternity Leave

- (a) Maternity leave shall commence at a time requested by the Employee, within twelve (12) weeks of the estimated delivery date, but no later than the date of birth of the child. Written application must be made at least six (6) weeks prior to the beginning of the leave indicating the date the Employee intends to begin leave and the date she intends to resume employment. If requested by the Employer, the pregnant Employee must provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- (b) If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the College may give the Employee written notice requiring her to start maternity leave.

22.0 PARENTAL/ADOPTION LEAVE

22.01 Entitlement

- (a) An Employee is entitled to parental leave as follows:
 - (i) in the case of an Employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks of unpaid leave immediately following the last day of maternity leave;
 - (ii) in the case of a parent who has been employed by the College for at least ninety (90) days, a period of not more than sixty-two (62) consecutive weeks of unpaid leave within seventy-eight (78) weeks after the child's birth;
 - (iii) in the case of an adoptive parent who has been employed by the College for at least ninety (90) days, a period of not more than sixty-two (62) consecutive weeks of unpaid leave within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

If Employees described under this Section are parents of the same child, the parental leave may be taken wholly by one of the Employees, or be shared by the Employees. The College is not required to grant parental leave to two Employees at a time, if the two Employees are parents of the same child.

22.02 Commencement of Parental/Adoption Leave

- (a) An Employee must give the Employer at least six (6) weeks written notice of the date the Employee will start parental leave unless:
 - i) the medical condition of the birth mother or child make it impossible to comply with this requirement;
 - ii) the date of the child's placement with the adoptive parent is not foreseeable
- (b) If the Employee cannot comply with the written notice requirement for any of the reasons stated under (i) or (ii) above, the Employee must give the College written notice at the earliest possible time of the date the Employee will start or has started parental leave.
- (c) Written notice under Subsection 21.02 (a) above is deemed to be notice of parental leave under this Section unless the notice specifically provides that it is not notice of parental leave, in which case this Subsection applies.

- (d) Employees who intend to share parental leave must advise the College of their intention to share parental leave.
- (e) Employees must stay in contact with the College during their leaves and must immediately inform the Human Resources office of any change of address.
- (f) An Employee, who at the commencement of a maternity leave is participating in the College Benefits Plans, shall be eligible for benefits as any other Employee absent on sick leave during the health-related portion of a maternity leave. During the remainder of the leave, participation in the benefits plans shall be subject to the Plans entitlements and limitations.

22.03 Return From Maternity/Parental/Adoption Leave

- 22.03.1 An Employee on maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and the College agree to shorten the period by the Employee giving the College a medical certificate indicating that resumption of work will not endanger her health.
- 22.03.2 The Employee must provide the College at least six (6) weeks written notice of the date on which the Employee intends to return to work and in any event not later than six (6) weeks before the end of the leave period to which the Employee is entitled or six (6) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier. An Employee must resume work on the date specified in the written notice and if the Employee fails to return to work on that date, the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- 22.03.3 If an Employee fails to provide at least six (6) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee may not resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- 22.03.4 An Employee who is entitled to resume work shall be returned to her former position or placed in another comparable position with the College at no less than the comparable salary that had accrued to her at the commencement of leave.

23.0 COURT LEAVE

- 23.01 An Employee who;

- (a) is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce government records or;
- (b) is subpoenaed as a witness in his private capacity (except in legal proceedings initiated by the Employee); or
- (c) is required to serve as a juror under the Jury Act; shall be allowed leave with pay but any monies receivable by him shall be paid to the College.

23.02 Leave pursuant to Subsection 23.01 (b) at a location outside the Province of Alberta requires authorization by the President.

24.0 LEAVE OF ABSENCE WITHOUT PAY

- 24.01 An Employee may request a leave of absence without pay for any reason for up to two (2) years
- 24.02 A request for leave of absence must be submitted to the Employee's Manager at least six (6) weeks in advance of the anticipated date of commencement of leave.
- 24.03 A leave of absence will be granted where operational requirements permit and the request has the approval of the appropriate Vice-President.
- 24.04 Providing adequate notice is given, requests for leave of absence without pay on religious holidays will be considered by the appropriate Vice-President having regard to operational requirement.
- 24.05 After a leave of absence without pay, an Employee will be returned to his position.
- 24.06 An Employee who at the commencement of a Leave of Absence without pay is participating in the Employee Benefits Plan may continue to be covered under these plans throughout the total period of leave subject to the Plan's entitlements and limitations. The Employer and Employee premium contributions shall continue.
- 24.07 The President may place an Employee on leave of absence with or without pay if the Employee's absence is in the College's best interest.

25.0 RESIGNATION

- 25.01 Employees are required to give a minimum of ten (10) workdays notice when voluntarily terminating employment with the College.
- 25.02 The notice must be in writing and must be submitted to his Manager with a copy to the Manager of Human Resources.

25.03 If an Employee resigns while on leave with or without pay, the date of termination will be the date the Employee's Supervisor receives notification that the Employee is resigning.

26.0 TERMINATION AND POSITION ABOLISHMENT

26.01 The College may terminate the employment of an Employee for cause without notice or severance pay. The Employee shall be informed in writing as to the reason(s) for such action and will be provided with a copy of all correspondence or written notices pertaining to his conduct or performance that are placed on his personal file. The Employee may appeal the decision of the Manager in accordance with Section 30, Appeal Process.

26.02 In the event the employment of a continuous Employee is terminated without cause and that Employee has successfully completed the probationary period, he shall be entitled to severance pay in the amount of four (4) weeks pay for each full year of continuous service to a maximum of forty-three (43) weeks pay.

4 weeks	1 year
8 weeks	2 years
12 weeks	3 years
16 weeks	4 years
20 weeks	5 years
24 weeks	6 years
28 weeks	7 years
32 weeks	8 years
36 weeks	9 years
40 weeks	10 years
43 weeks	11 years or more

26.03 In the event the employment of a Probationary Employee is terminated without cause or a term employee who is terminated prior to the end of the term appointment, ten (10) days notice or pay in lieu of notice shall be given.

26.04 An Employee who is absent without prior approval and who fails to communicate to his Supervisor the reasons for the absence for three (3) consecutive days will be deemed to have abandoned the position and may be terminated. Reinstatement may be possible if the Employee can show that special circumstances prevented him from communicating to the Supervisor or reporting for work.

26.05 When the position of a permanent Employee is to be abolished, the Employer shall give that Employee at least twenty (20) working days prior to the effective date of abolishment, or shall make payment in lieu. During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount

of time off with pay to be interviewed by prospective Employers.

26.06 Affected Employees may:

- (a) Be offered any vacant permanent or term positions at a lower classification and pay level at the rate of pay established for the lower level position within the bargaining unit. Such employees who accept the offer shall have no further right with respect to Section 26 as it relates to his former position, and salary of such an Employee shall be maintained over range of two (2) years. At the end of this period the salary will be set at the rate of pay established for the lower level position.
- (b) Be offered a part time continuous position at the same classification. Should the reduced hour's position be abolished within two (2) years, the severance will be calculated on original hours.

26.07 Qualified employees who decline offers of employment at the same classification and pay level shall forfeit their severance pay in accordance with Subsection 26.02

27.0 HEALTH AND INSURANCE BENEFITS

27.01 Continuous and term Employees as outlined in Subsection 27.05 below shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing of premiums will be according to conditions of the insurance policies and plan conditions. Part-time employees must have a normal work schedule of at least fifty percent (50%) of an equivalent full-time position to be eligible to participate.

27.02 All benefit plans specified in this Section shall be in accordance with the terms and conditions contained in the policy of insurance of which the College is the policyholder. The College shall have the right to change the insurance carriers and/or plans provided comparable benefits are maintained. The terms of the policies of insurance and plan conditions shall not be considered as incorporated in these Terms and by reference or by necessary intendment. Differences respecting and matters related to the administration and application of the benefit plans therefore are not subject to the appeal procedure of these Terms and Conditions.

27.03 The benefits as referred to in the College Benefit plans shall be Core Extended Health Care, Core Dental, Extended Health Care and Dental Opt Out and Opt Down credits, Basic Life Insurance, Accidental Death and Dismemberment, and Long Term Disability. Further the College agrees to maintain the overall cost sharing of sixty-two percent (62%) (College) and thirty-eight percent (38%) (Employee) based on the total cost of all core benefits, including the Health Spending Account, divided by the total number of all College Employees covered by the plans.

27.04 The College will provide, through the Benefits Consultant, a cost analysis of the Benefit plans on an annual basis prior to any changes being made to rates or deductions. Any change to Carrier contracts will be discussed with the members or their representatives to address any issues raised. The Human Resources Manager and/or College will provide updates on the Plans.

27.05 Employees appointed to Term Positions and who have fewer than twelve (12) months of uninterrupted service shall be entitled to the following benefits:

- (i) Accidental Death and Disbursement insurance for death and injury occurring while on Employer business; and
- (ii) Cash in lieu of other benefits as outlined in Subsection 27.03 in the amount of eighty dollars (\$80.00) for any month in which the actual basic pay is at least one-half (1/2) of the normal basic rate of pay. Term Employees will be eligible for benefits as outlined in Subsections 27.01, 27.02, 27.03 and 27.04 on the first day of the month following completion of the twelve (12) months of uninterrupted service.

28.0 TRAVEL AND SUBSISTENCE

28.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the College's Travel and Subsistence Guidelines and Procedures.

29.0 DISCIPLINARY ACTION

29.01 If disciplinary action is to be taken against an Employee, the following shall apply:

- (a) The Employee shall be informed, in writing, of the action being taken and the reason(s) for such action.
- (b) All notices of discipline shall be filed in the Employee's personal file, which is maintained by Human Resources.
- (c) An Employee may appeal to the President any disciplinary action under the provisions of Section 30, Appeal Procedure and, if the appeal results in the withdrawal or modification of the discipline, the personal files shall so indicate provided the appeal is abandoned.

29.02 An Employee can have reasonable access to his personal file under College supervision.

29.03 Upon the request of an Employee, adverse letters or reports of a disciplinary nature

more than twenty-four (24) months old may be removed from the personal files provided no other disciplinary action has been taken against the Employee since the incident in question.

30.0 APPEAL PROCEDURE

- 30.01 An Employee on probationary appointment who is terminated or dismissed during the probationary period shall have a right of appeal to the President within fourteen (14) days of the termination or dismissal.
- 30.02 A Term or Continuous Employee who has a concern regarding the application, interpretation or an alleged violation of these Terms and Conditions may appeal such matter by directing a complaint concerning this matter to the Employee's Manager or Vice President Student and College Services within fourteen (14) days of becoming aware of the concern. Where the circumstances involve a direct conflict with the appropriate representative, the complaint may be initiated at the next senior level.
- 30.03 The appropriate representative shall deal with such complaint by meeting with the parties to the complaint and endeavoring to resolve the matter. If the complaint cannot be resolved within twenty-one (21) days of it being referred to the appropriate representative, the Employee may then direct the concern to the President for resolution.
- 30.04 The President shall, within fourteen (14) days of having received the complaint, meet with the parties to the complaint to endeavor to resolve the matter and within a further fourteen (14) days after the date of such meeting, render a decision which is final and binding.

31.0 JOB OPPORTUNITIES

- 31.01 The Employer will inform all Employees in an appropriate manner, of any Continuous, Continuous Term, and Term job opportunities that become available within the College.
- 31.02 All written applicants shall be advised of their acceptance or rejection following a decision by the employer.
- 31.03 Job opportunities shall be managed in accordance with the Staff Recruitment and Selection Guideline.

Date this 15th Day of MARCH 2024


Chairman, Board of Governors


Witness


President


Witness

Excluded Official Pay Plan
2.0% increase, added Level 10

General Pay Schedule

Effective July 1, 2022

36 1/4 hours

	Min	Max	Mid	Min	2	3	4	5	6	7	8	9	10
Band E1	150	219	185	43260	44688	46152	47688	49236	50868	52548	54300	56100	57503
				3605	3724	3846	3974	4103	4239	4379	4525	4675	4792
				22.86	23.62	24.39	25.21	26.02	26.89	27.77	28.70	29.65	30.39
Band E2	220	309	265	52608	54360	56160	57996	59904	61872	63924	66024	68220	69926
				4384	4530	4680	4833	4992	5156	5327	5502	5685	5827
				27.81	28.73	29.68	30.65	31.66	32.70	33.79	34.90	36.06	36.96
Band E3	310	400	355	64080	66192	68376	70620	72960	75360	77844	80412	83064	85141
				5340	5516	5698	5885	6080	6280	6487	6701	6922	7095
				33.87	34.99	36.14	37.33	38.56	39.83	41.14	42.50	43.90	45.00
Band E4	401	460	431	70860	73200	75612	78096	80676	83352	86100	88932	91860	94157
				5905	6100	6301	6508	6723	6946	7175	7411	7655	7846
				37.45	38.69	39.96	41.28	42.64	44.05	45.51	47.00	48.55	49.77
Band E5	461	500	481	78744	81324	84024	86784	89664	92616	95676	98844	102096	104648
				6562	6777	7002	7232	7472	7718	7973	8237	8508	8721
				41.62	42.98	44.41	45.87	47.39	48.95	50.57	52.24	53.96	55.31

Excluded Official Pay Plan
1.25%

General Pay Schedule

Effective April 1, 2023

36 1/4 hours

	Min	Max	Mid	Min	2	3	4	5	6	7	8	9	10
Band E1	150	219	185	43800	45252	46728	48288	49848	51504	53208	54984	56796	58224
				3650	3771	3894	4024	4154	4292	4434	4582	4733	4852
				23.15	23.92	24.70	25.52	26.35	27.22	28.12	29.06	30.02	30.77
Band E2	220	309	265	53268	55044	56868	58716	60648	62640	64728	66852	69072	70800
				4439	4587	4739	4893	5054	5220	5394	5571	5756	5900
				28.15	29.09	30.06	31.03	32.05	33.11	34.21	35.33	36.51	37.42
Band E3	310	400	355	64884	67020	69228	71508	73872	76308	78816	81420	84108	86208
				5407	5585	5769	5959	6156	6359	6568	6785	7009	7184
				34.29	35.42	36.59	37.79	39.04	40.33	41.66	43.03	44.45	45.56
Band E4	401	460	431	71748	74112	76560	79068	81684	84396	87180	90048	93012	95328
				5979	6176	6380	6589	6807	7033	7265	7504	7751	7944
				37.92	39.17	40.47	41.79	43.17	44.61	46.08	47.59	49.16	50.38
Band E5	461	500	481	79728	82344	85080	87864	90780	93768	96876	100080	103368	105960
				6644	6862	7090	7322	7565	7814	8073	8340	8614	8830
				42.14	43.52	44.97	46.44	47.98	49.56	51.20	52.90	54.63	56.00

Excluded Official Pay Plan
1.50%

General Pay Schedule

Effective december 1, 2023

36 1/4 hours

	Min	Max	Mid	Min	2	3	4	5	6	7	8	9	10
Band E1	150	219	185	44460	45936	47424	49008	50592	52272	54012	55812	57648	59100
				3705	3828	3952	4084	4216	4356	4501	4651	4804	4925
				23.50	24.28	25.07	25.90	26.74	27.63	28.55	29.50	30.47	31.24
Band E2	220	309	265	54072	55872	57720	59592	61560	63576	65700	67860	70104	71868
				4506	4656	4810	4966	5130	5298	5475	5655	5842	5989
				28.58	29.53	30.51	31.50	32.54	33.60	34.73	35.87	37.05	37.99
Band E3	310	400	355	65856	68028	70272	72576	74976	77448	80004	82644	85368	87504
				5488	5669	5856	6048	6248	6454	6667	6887	7114	7292
				34.81	35.96	37.14	38.36	39.63	40.93	42.29	43.68	45.12	46.25
Band E4	401	460	431	72828	75228	77712	80256	82908	85656	88488	91404	94404	96756
				6069	6269	6476	6688	6909	7138	7374	7617	7867	8063
				38.49	39.76	41.07	42.42	43.82	45.27	46.77	48.31	49.90	51.14
Band E5	461	500	481	80928	83580	86352	89184	92136	95172	98328	101580	104916	107544
				6744	6965	7196	7432	7678	7931	8194	8465	8743	8962
				42.77	44.18	45.64	47.14	48.70	50.30	51.97	53.69	55.45	56.84