



TERMS AND CONDITIONS OF EMPLOYMENT

MANAGEMENT EMPLOYEES

March 14, 2024

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Appendix A – Salary Schedule

These Terms and Conditions of Employment apply to those employees who occupy positions designated as Vice-Presidents, Associate Vice-Presidents, Directors, Deans, Associate Deans and Managers.

These Terms and Conditions of Employment may be altered from time to time by the Board, providing it gives one month's written notice of such proposed change to all affected Management Employees.

1.0 GENERAL DESCRIPTION AND DEFINITIONS

1.01 Managers plan, organize direct and control a unit of the organization. They are involved in the formulation of guidelines and procedures, which define the means through which the organization implements the policies, mission, values and beliefs, vision and mandate of Portage College.

1.02 Managers shall adhere to the Portage College Code of Conduct as outlined in College Policies, Guidelines and Procedures.

1.03 The College recognizes six management levels:

- (a) Vice-Presidents
- (b) Associate Vice-Presidents
- (c) Directors
- (d) Deans
- (e) Associate Deans
- (f) Managers

1.04 Definitions:

- (a) A word used in the singular may also apply in the plural;
- (b) "Board" refers to the Board of Governors of Portage College or a Committee of the Board, as applicable;
- (c) "College" refers to Portage College;
- (d) "President" refers to the College President and CEO;
- (e) "Manager" and "Employee" shall refer to all management levels/classifications listed in 1.03 of positions.

2.0 SCOPE

2.01 These Terms and Conditions shall replace any and all prior Terms and Conditions of Employment in regard to management employees:

- (a) Management employees are those appointed to management jobs by virtue of offers of employment or designated as Managers by classification of the job.
- (b) The President may authorize the addition or deletion of jobs from this employment category.

3.0 APPOINTMENT AND PROBATIONARY PERIOD

3.01 A Manager shall serve a probationary period upon commencement of employment.

3.02 Subject to subsection 3.03, the probationary period for management positions shall be 12 months.

3.03 Previous service in a position in the College may, at the discretion of the President, be counted towards the probationary period.

3.04 Where it is not possible to establish a Manager's suitability for continuous employment during the probationary service, the President may extend the probationary service for a specified period up to one additional year. A written notice of extension will be provided to the Manager at least one (1) month before the end of the normal probationary period.

4.0 POSITION RESPONSIBILITIES

4.01 Position responsibilities will be outlined in job descriptions, a copy of which will be available to the Manager.

4.02 If a Manager, or the Manager's supervisor, believe that the Manager's duties have changed significantly in comparison to the present job description, the job shall be reviewed as identified in 4.03 to determine if a change in level is warranted. The Manager or Manager's supervisor shall forward the request to the Director, Human Resources.

4.03 Upon receipt of a reclassification request, Human Resources shall perform an initial evaluation of the changes and the background information, and then meet with the Vice-Presidents who will review the position using the point ranking system. The recommended change will be sent to the President for final approval.

- 4.04 Upon the upward reclassification of a position, Human Resources shall assign the new salary in consultation with the appropriate Vice-President. The general assignment shall take into account the timing of any upcoming increments and include the equivalent of one increment or the bottom of the pay grid whichever is lower.
- 4.05 If classification results in a reassignment to a lower level job and the Manager's existing salary rate exceeds the maximum of the salary range for the new level, the Manager's salary rate shall be maintained until such time as the maximum salary rate for the new level equals or surpasses the Manager's existing salary rate, or for a maximum of twenty-four (24) months, whichever occurs first.

5.0 PERFORMANCE MANAGEMENT

- 5.01 Managers performance will be managed as outlined in the Performance Management Guidelines/Procedures.

6.0 PAY ADMINISTRATION

- 6.01 A Manager's salary upon appointment, transfer or reclassification to a management position shall be within the appropriate salary range. The salary schedule (Appendix A) will include grids arranged according to the point structure and established by the Human Resources Committee of the Board and approved by the Board of Governors.
- 6.02 A Manager's salary upon appointment will be paid in accordance with the Salary Determination/Increments, Guidelines/Procedures.
- 6.03 Every year at April 30, the Human Resources Committee of the Board will review Management compensation and benefits and may recommend to the Board an adjustment in consideration of any one or more of the following:
 - (a) internal salary relationships between other Management levels, faculty and staff salary levels;
 - (b) market comparisons to post-secondary institutions of comparable sizes in the Province of Alberta; and
 - (c) exceptional and unusual circumstances.

- 6.04 As approved by the Board of Governors, Management will receive adjustments to the pay and benefits consistent with rates awarded to Bargaining Units at the College.
- 6.05 Retroactive salary adjustments shall be paid only to Managers employed by the College at the time of the salary adjustment.
- 6.06 A Manager, who is designated by an Executive Member to perform the principal duties of a higher-level management job for a minimum period of 30 work days, shall receive acting incumbency pay for the entire period of acting. Acting pay shall be a minimum of 5% greater than the Manager's current salary providing the maximum of the salary range for the new job is not exceeded.
- 6.07 Acting incumbency shall not normally exceed a period of one (1) year.
- 6.08 When the acting incumbency ends, the Manager's salary will be adjusted to that which would be in effect if the Manager had continuously occupied their regular position.

7.0 ATTENDANCE

- 7.01 Managers are expected to work the hours needed to fulfill their responsibilities, taking into account:
 - (a) the hours of work prescribed for other College employees; and
 - (b) service to the public
- 7.02 The normal hours of work for purpose of determining pay and benefits are 36.25 hours per week, or the equivalent on a monthly or annual basis.
- 7.03 The Manager is required to record their absence from work in accordance with the time reporting system in effect in the College.
- 7.04 Managers are not eligible for overtime, however from time-to-time a Manager's Supervisor may authorize time off in lieu or payment for extraordinary time spent working outside the normal hours worked.

8.0 WORKERS COMPENSATION

- 8.01 In accordance with the Workers' Compensation Act, when a Manager sustains an injury in the course of their duties with the College, the injury shall immediately be reported to Human Resources.

For claims accepted by the Workers Compensation Board (WCB), a Manager shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive days.

- 8.02 If the Manager has not returned to work due to injury before the eighty (80) day period has expired, the Manager shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 8.03 The eligibility period specified in subsection 8.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Manager has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 8.04 When a day designated as a paid holiday under Section 11 falls within a period of time a Manager is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall a Manager receive any additional entitlement in respect of that day.
- 8.05 A Manager 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 8.01.
- 8.06 Workers' Compensation Supplement is intended only for the purpose of protecting a Manager from loss of income while he is unable to work because of injury.
- 8.07 A Manager who receives WCB benefits and who at the commencement of absence from work pursuant to subsection 8.01 is participating in the College Benefit Plans shall continue to be covered under these plans throughout the period the Manager is receiving WCB temporary disability benefits. Premium contributions shall continue to be paid by the College and the Manager according to Section 18.0.

9.0 CASUAL ILLNESS LEAVE

- 9.01 "Casual Illness" means a sickness, injury (other than self-inflicted), disability, or quarantine restriction which causes a Manager to be absent from work for a period of three (3) consecutive work days or less.

Casual Illness is also intended to cover a Manager who requires time off for a dental, physiotherapy, optical, medical or such other appointment and who has been given prior written authorization. If the Manager works an hour in the half day of which such an appointment is taken, there shall be considered no time lost for the appointment.

- 9.02 A Manager shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay in each calendar year (prorated in the first year of employment). Each day or portion of a day of casual illness used within a year shall be deducted from the remaining casual leave entitlement for that period. Casual illness entitlements are renewed on January 1 of each year.

- 9.03 A Manager is not eligible to receive Casual Illness Leave benefits if:

- (a) The Manager is absent because of an injury that is covered by Workers' Compensation and the Manager qualifies for benefits; or
- (b) The Manager was injured while working for another employer; or
- (c) The Manager has subsequent absences as a result of that injury.

- 9.04 To obtain illness leave as described in Clauses 9.01 and 10.01, the College may require a Manager to provide an authorized medical certificate or other proof of illness satisfactory to the College.

10.0 GENERAL ILLNESS

- 10.01 In this Section,

- (a) "general illness" means an illness that causes a Manager to be absent from duty for a period of more than three (3) consecutive work days or in the case of a continuing illness, any combination of hours that does not exceed:
 - (i) Eighty (80) consecutive work days, or;

(ii) The number of hours of work equivalent to eighty (80) normal work days during a continuous period.

(b) "illness" means a sickness, injury or disability or a quarantine restriction affecting a Manager, but does not include intentional self-inflicted injury.

10.02 Provided the Manager is not then absent from work due to illness, the Manager on the commencement of each year of continuous 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 10 days		

10.03 General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Section 9.0.

10.04 To obtain General illness leave benefits, the Manager is required to provide a proper medical certificate or other satisfactory proof of illness if the general illness is more than four (4) days.

10.05 Subject to subsection 10.05(b), a Manager upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:

(a) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same benefit year; or

(b) illness leave entitlements reinstated pursuant to subsection 10.02 when the Manager returns to work in the next benefit year.

Such reinstatement shall occur following the date of return to active work.

- 10.06 For purposes of this Section, 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 Section 18.0 Health Benefit Plans.
- 10.07 When a day designated as a Paid Holiday under Section 11.0 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall a Manager receive any additional entitlement in respect of that day.
- 10.08 Casual illness entitlements earned but not taken by a Manager 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 10.02.

11.0 PAID HOLIDAYS

- 11.01 The following are holidays for which Managers shall be paid:

New Year's Day	Civic Holiday (1)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Christmas Floater (1)	
Paid Days in conjunction with Christmas (3)	
Fall Break (4)	

- 11.02 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.
- 11.03 The Civic Holiday shall be observed on the first Monday in August.
- 11.04 If a paid holiday falls within a period of vacation leave, an extra day of vacation leave shall be granted to the Manager in lieu of the paid holiday.
- 11.05 A Manager 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. A Manager must be employed at the time of the scheduled break to be eligible to receive the time off.

- (a) If a Manager 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) A Manager cannot be paid out the fall break.

11.06 A Manager shall not be paid for a paid holiday if it occurs during a leave of absence without pay, except if the period of leave of absence is less than ten (10) working days.

12.0 VACATION LEAVE

12.01 Vacation entitlements with pay shall be as follows:

- (a) A Manager, who has five (5) years or less of service, shall earn vacation entitlements of 2.08 days per month.
- (b) A Manager, who has more than five (5) years of service shall earn vacation of 2.50 days per month the first of the month following completion of 5 years of service.
- (c) A Manager, who has more than fifteen (15) years of service shall earn vacation of 2.92 days per month the first of the month following completion of 15 years of service.
- (d) A Manager, who has completed twenty-five (25) years of service shall earn vacation of 3.33 days per month the first of the month following completion of (25) years of service.
- (e) Managers who have left the employ of Portage College and return, shall have their vacation reinstated at the years of service at which they left.
- (f) Years of service from other Post Secondary's or like Government Agencies may be considered in awarding additional vacation entitlements upon the approval of the President.

12.02 If a Manager's employment:

- (a) commences on or before the fifteenth (15th) day of the month, vacation entitlements will be earned for that month;
- (b) commences on or after the sixteenth (16th) day of the month, vacation will be earned from the first day of the following month;

- (c) terminates on or after the 15th day of a month, that part of the month worked shall be considered to be a full calendar month for the purposes of Subsection 12.01.

12.03 A Manager continues to earn vacation leave pursuant to Subsection 12.01 during the following absences:

- (a) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement;
- (b) the first twenty-two 22 consecutive workdays of all other leaves of absence

12.04 Manager's can be paid out for vacation leave when one of the following conditions applies:

- (a) the Manager's employment terminates; or
- (b) the Manager requests pay out and receives the approval of the President. The Manager may request pay out for any amount, provided that the Manager keeps ten (10) days of entitlements to be taken as leave per year; or
- (c) the Manager's outstanding vacation leave exceeds forty (40) days of entitlements, in which case the amount exceeding forty (40) days will be reviewed by the Manager's Supervisor and may be paid out at fiscal year-end.

12.05 All vacation leaves will be paid out at the Manager's regular rate of pay, as follows:

- (a) at the Manager's salary rate (including acting pay) at the time the leave is paid out. The rate will not be adjusted to include retroactive salary adjustments; or
- (b) in the case of retirement or death, the payout will include any retroactive salary increases.

The entitlement amount paid out is never rounded up.

12.06 A Manager shall give advance notice of their intention to take vacation leave and obtain the approval of the Manager's Supervisor prior to taking vacation leave.

12.07 Notwithstanding Subsection 12.06, the College may, at its discretion and upon providing notice, schedule vacation periods(s) for a Manager.

- 12.08 If a leave of absence, other than general illness leave or parental leave, is taken in conjunction with vacation leave, the vacation leave shall be considered to precede the leave of absence.
- 12.09 Managers shall take vacation in no less than half (1/2) day increments.
- 12.10 In the event of a Manager's death, resignation in good standing or termination of employment, outstanding accrued vacation entitlement shall be paid out at the rate of one (1) day's pay for each day of outstanding vacation.

13.0 SPECIAL LEAVE

- 13.01 A Manager who requires time off from work may be granted special leave without loss of pay upon approval by the Manager's Supervisor to maximum of ten (10) days per calendar year. Special Leave will be prorated in the first year of employment.
- 13.02 The circumstances under which special leave may be approved are subject to the discretion of the Manager's Supervisor and shall normally include bereavement, family illness, travel time for bereavement and family illness, and other short term personal circumstances. Family shall be defined consistently within the College's bargaining units' agreements.
- 13.03 Three (3) days per calendar year may be taken from the Special Leave entitlement as a Wellness day for any purpose the Manager requires.
- 13.04 The total special leave a Manager may be granted in any calendar year will not exceed 10 workdays without the approval of the President.

14.0 MATERNITY LEAVE

- 14.01 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.I.B. plan shall not be eligible for illness leave benefits pursuant to Section 10.0.
- (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.

14.02 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 Employees interferes with the performance of her duties, the College may give the Employee written notice requiring her to start maternity leave.

15.0 PARENTAL/ADOPTION LEAVE

15.01 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.

15.02 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 the:
 - i. medical condition of the birth mother or child make it impossible to comply with this requirement;
 - ii. 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 14.02 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 Section 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 provisions of Section 18.0.

15.03 Return from Maternity/Parental/Adoption Leave:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) An Employee who is entitled to resume work shall be returned to their former position or placed in another comparable position with the College at no less than the comparable salary they had accrued at the commencement of leave.

16.0 COURT LEAVE

16.01 A Manager who:

- (a) is summoned or subpoenaed as a witness or a defendant to appear in court in their official capacity to give evidence or to produce College records or;
- (b) is subpoenaed as a witness in their private capacity (except in legal proceedings initiated by the Manager); or
- (c) is required to serve as a juror under the Jury Act;

will be allowed leave with pay, however, any monies received by the Manager shall be paid to the College.

16.02 Leave pursuant to Subsection 16.01 (b) at a location outside the Province of Alberta requires authorization by the President.

17.0 OTHER LEAVES

17.01 Managers may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) months in advance of the anticipated date of commencement of the leave. At the sole discretion of the Manager's Supervisor and where operational requirements permit, the leave of absence without pay may be granted.

17.02 Providing adequate notice is given, requests for leave of absence without pay on religious holidays will be considered having regard to operational requirements. Requests shall be forwarded to the appropriate Executive Member for approval.

17.03 The President may approve a Manager's request for a leave of absence with or without pay if the Manager's absence is in the College's best interest.

17.04 A Manager who, at the commencement of a leave of absence without pay, is participating in the College Benefits Plans shall continue to be eligible to participate in these Plans throughout the period the Manager is on leave without pay subject to the Plans entitlements and limitations. The Employer and Employee premium contributions shall continue.

18.0 BENEFITS

- 18.01 Employees occupying continuous positions shall participate in the College Benefit Plans. Benefit coverage, eligibility conditions and cost sharing premiums will be set 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. Casual Employees are not eligible to participate.
- 18.02 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.
- 18.03 The benefits shall be Extended Health Care, Dental, Life Insurance, Accidental Death and Dismemberment, and Long Term Disability. The College agrees to maintain the existing overall cost sharing of sixty-two percent (62%) (College) and thirty-eight (38%) (Employees) based on the total cost of all core benefits, including Health Spending Accounts, divided by the number of all College Employees covered by the plans.
- 18.04 Casual Employees will be covered by Accidental Death and Dismemberment Insurance and general liability insurance in accordance with the conditions of the Master Insurance Policy and the Master comprehensive General Liability Policy and the College will pay the premiums.
- 18.05 Managers appointed to term positions and who have fewer than ten (10) months of uninterrupted service in a term position shall be entitled to the following benefits:
- (a) Accidental Death and Dismemberment insurance for death or injury occurring while on employer business; and
 - (b) Cash in lieu of other benefits as outlined in Subsection 18.03 in the amount of eighty (80) dollars for any month in which the actual basic pay is at least one-half (1/2) of the normal basic pay.

Term Employees will be eligible for benefits as outlined in Subsections 18.01, 18.02, 18.03, and 18.04 on the first day of the month following completion of the ten (10) months of uninterrupted service.

19.0 PROFESSIONAL DEVELOPMENT

- 19.01 The College recognizes the ongoing responsibility of the Manager for their professional development. The College will provide support to develop its managers by assisting with tuition, travel and subsistence, secondments, or time off. The approval of professional development shall be within the College guidelines. Exceptions to the guidelines shall be at the discretion of the President and Vice-Presidents.

20.0 DISCIPLINARY ACTION

- 20.01 If disciplinary action is to be taken against a Manager, the following shall apply:
- (a) The Manager shall be informed, in writing, of the action being taken and the reason(s) for such action.
 - (b) The Manager may be released from duty with pay, normally not to exceed thirty (30) calendar days, while an investigation takes place.
 - (c) All notices of discipline shall be filed in the employee's personal file, which is maintained by Human Resources.
 - (d) The Manager may appeal any disciplinary action under the provisions of Section 25.0 and, if the appeal results in the withdrawal or modification of the discipline, the personal files shall so indicate provided the appeal is abandoned.

21.0 ACCESS TO PERSONAL FILE

- 21.01 A Manager can have reasonable access to their personal file under College supervision.

22.0 RESIGNATION

- 22.01 A Manager shall provide the College with as much written notice of resignation as possible, but in any event, not less than thirty (30) workdays prior to the effective date. Annual vacation cannot be used as part of the notice period. The resignation shall be given to the Manager's Supervisor.

22.02 A Manager who fails to provide thirty (30) workdays notice, shall forfeit one (1) day's pay for each week short of the notice period.

23.0 TERMINATION OF EMPLOYMENT BY THE COLLEGE

23.01 The employment of a Manager may be terminated, subject to the following:

(a) For cause – without notice or severance pay.

(b) Without cause:

- i. A Manager holding a term appointment shall be given two (2) months notice if the appointment is to end prior to the previously established date.
- ii. A Manager holding an acting appointment shall be given two (2) months notice if the appointment is to end prior to the previously established date and the employee is returned to the former position. If the Manager's employment with the College is terminated, the notice provisions appropriate to the employment status of the employee prior to the acting appointment shall apply.
- iii. Any other provision of subsection 23.01 notwithstanding, no notice shall be required for the non-renewal of a term specific appointment.
- iv. A Manager subject to a probationary period under Section 5.0 may be terminated at any time during the probationary period upon the giving of one month's notice or pay in lieu thereof.

(c) A Manager with a continuous appointment, if dismissed without cause, shall be entitled to receive notice or payment in lieu of notice equivalent to the weeks of pay specified as set out in subsection 24.0 of these Terms and Conditions.

23.02 No notice or payment in lieu of notice shall be given other than as provided above.

24.0 MANAGEMENT REDUCTION OF A CONTINUOUS APPOINTMENT

- 24.01 A Manager shall be given at least sixty (60) calendar days' written notice or pay in lieu of notice by the President if the Manager's position is to be eliminated.
- 24.02 The President shall allow a Manager who has received a notice under subsection 24.01 a reasonable amount of time off with pay during the period of the notice so that the Manager may interview other prospective employers.
- 24.03 A Manager whose position is being eliminated may endeavor to obtain an alternate position through consultation with the College and by applying for available vacancies.
- 24.04 Severance will be provided for Managers occupying a continuous position with the College, provided the Manager has not accepted alternate and comparable ongoing employment with the College. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary or benefits.

A Manager whose position has been eliminated without cause will be entitled to receive severance their gross monthly salary at the time of notice according to the following schedule.

Full Years of Continuous Employment	Severance – Months of Pay at Gross Monthly Salary
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12 or more	12

Upon payment of severance, a Manager's employment shall be terminated.

- 24.06 Managers whose position has been abolished may be:

(a) 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 management. Such employees who accept the offer shall have no further rights with respect to Article 24 as it relates to their former position, and the salary of such an Employee shall be maintained over range for 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) offered a part-time continuous position at the same classification. Should the reduced hours position be abolished within two (2) years, the severance will be calculated on original hours.

24.07 Qualified employees who decline offers or employment at the same classification and pay level shall forfeit their severance pay in accordance with Article 24.

24.08 In no case will written notice and/or severance exceed 14 months.

25.0 APPEALS PROCEDURE

25.01 In the event a Manager has any concerns regarding the application, interpretation or an alleged violation of these Terms and Conditions of Employment, such concern with the reasons for the concern, shall be directed to the President or in the case of positions reporting to the President, the Human Resources Committee of the Board in writing within seven (7) days for resolution.

25.02 The Manager shall receive the response of the Appeal in writing within twenty-one (21) calendar days from either the President or the Human Resources Committee of the Board.

26.0 EMPLOYMENT INSURANCE PREMIUM REDUCTION

26.01 The Employer shall retain the full amount of any premium reduction allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Terms and Conditions of Employment applies.

26.02 The premium reduction referred to in Clause 26.01 shall be recognized as the Employee's contribution towards the benefits provided.

27.0 SIGNATURE BLOCK

Randolph Benson, Chair
Approved by the Board of Governors

Date

December 1, 2023

1.5% increase

	1	2	3	4	5	6	7	8	9
Manager 5	144636	149652	154896	160260	165852	171672	176832	182124	187588
	12053	12471	12908	13355	13821	14306	14736	15177	15632
	76.45	79.10	81.87	84.70	87.66	90.74	93.46	96.26	99.15
Manager 4	117768	121872	126108	130500	135048	139752	143940	148260	152708
	9814	10156	10509	10875	11254	11646	11995	12355	12726
	62.25	64.41	66.65	68.97	71.38	73.86	76.08	78.36	80.71
Manager 3	106284	109944	113796	117768	121872	126108	129888	133788	137802
	8857	9162	9483	9814	10156	10509	10824	11149	11483
	56.18	58.11	60.15	62.25	64.41	66.65	68.65	70.71	72.83
Manager 2	102696	106284	109944	113796	117768	121872	125532	129288	133167
	8558	8857	9162	9483	9814	10156	10461	10774	11097
	54.28	56.18	58.11	60.15	62.25	64.41	66.35	68.33	70.38
Manager 1	80772	83568	86448	89460	92580	95772	98640	101604	104652
	6731	6964	7204	7455	7715	7981	8220	8467	8721
	42.69	44.17	45.69	47.28	48.93	50.62	52.14	53.70	55.31