

MEMORANDUM OF SETTLEMENT

With respect to the Collective Agreement

between

The Board of Governors of Medicine Hat College

(hereinafter referred to as the "Employer")

and

Alberta Union of Provincial Employees (AUPE)

Local 071 Chapter 005

(hereinafter referred to as the "Union")

The Parties agree this Memorandum of Settlement ("Agreement") including all attachments constitutes full and complete settlement of revisions to the collective agreement.

Both parties agree to recommend the terms of this Agreement to their respective principals and or members for ratification. The revised collective agreement shall reflect the following:

- 1) The term of the Collective Agreement shall be July 1, 2020, to June 30, 2024.
- 2) The Parties agree the Employees shall receive the following wage adjustments during the term of the Collective Agreement:
 - a. Effective July 1, 2020 - zero (0%) percent to wage rates.
 - b. Effective July 1, 2021 – zero (0%) percent to wage rates.
 - c. Effective July 1, 2022 – zero (0%) percent to wage rates.
 - d. Effective April 1, 2023 – one point two five percent (1.25%) to wage rates for all positions.
 - e. Effective December 1, 2023 – one point five percent (1.50%) to wage rates for all positions.

Plus an additional 0.5% Subject to the Gain Sharing Formula below:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%.

Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

- 3) All other matters in dispute between the Parties are withdrawn.
- 4) This document and all other signed documents are subject to any necessary corrections that may be required to accurately reflect the understanding and conclusion of these conditions in collective bargaining.
- 5) This Memorandum of Settlement, comprising the attached provisions shall constitute full and final settlement of all demands, proposals and other matters arising out of collective bargaining between the parties.
- 6) The parties agree that the Union shall hold a ratification vote and provide the results thereof to the attention of the Employer on or before September 30, 2022.
- 7) The Employer shall hold a ratification vote within thirty (30) days thereafter.

For Medicine Hat College

Bonnie M. Schock

Bonnie Schock

August 31, 2022

Date

For the Alberta Union of Provincial Employees

Christian Tetreault

Date

ARTICLE 3
Application of Agreement

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

- 3.01 This Agreement applies in full to all Regular Full-time Employees, and applies in full or on a pro-rata basis, as applicable, to all Sessional Full-time Employees. Notwithstanding the foregoing Sessional Employees will have the option of maintaining Benefits, as outlined in Article 27, during the period(s) they are not employed by the Board. Sessional Full-time Employees are entitled to the provisions of Article 23 - Paid Holidays during the term of active employment with the College.
- 3.02 This Agreement applies in full or in part, as applicable, to all Regular Part-time Employees and applies in full or on a pro-rata basis, as applicable to all Sessional Part-time Employees. Sessional Part-time Employees are entitled to the provisions of Article 23 - Paid Holidays on a pro-rata basis during the term of active employment with the College.
- 3.03 Except as otherwise provided in this Agreement, Casual Employees and Temporary Employees (including Conditionally Funded Temporary Employees) shall not be entitled to any provisions of this Agreement other than the following Articles:
- Article 5 Management Rights
 - Article 6 Dues Check-Off
 - Article 7 Wage Rates
 - Article 8 Probationary Period
 - Article 9 Hours of Work
 - Article 10 Overtime
 - Article 11 Shift Differential
 - Article 12 Call Back Pay Guarantee
 - Article 13 Reporting Pay
 - Article 26 Health & Safety
 - Article 29 Protection of Personal Garments
- 3.04 Except as otherwise provided in this Agreement, Recurring Seasonal Employees shall not be entitled to any provisions of this Agreement, other than the articles in 3.03 on a pro-rata basis, and the following:
- Article 16 Leaves of Absence/Special Leave
 - Article 17 Maternity/Paternity Leave
 - Article 23 Paid Holidays
 - Article 24 Seniority
- 3.05 Recurring Seasonal Employees shall be paid six percent (6%) of their earnings in addition to their regular rate of pay in lieu of vacation. During the period of

employment, a Recurring Seasonal Employee shall receive a pro-rata sick leave entitlement equivalent to two (2) days per month worked, which shall be non-cumulative from year to year.

3.06 Casual and Temporary Employees shall be paid eight percent (8%) of their earnings in addition to their regular rate of pay, in lieu of vacation and paid holiday entitlements.

3.07 Temporary Employees who are employed on a continuous basis in excess of six (6) months shall be eligible for benefits on a pro-rata basis according to Article 27 with the exception of the Local Authorities Pension Plan. When the initial temporary appointment is 6 months or greater the employee shall be eligible for benefits from the first day of the first full month of employment. Temporary appointments less than (6) months shall not qualify for benefits unless the period of employment is extended and becomes in excess of six (6) months than the employee will become eligible from that point forward. Regular and Sessional employees who accept a temporary appointment will maintain their current level of benefits.

ARTICLE 7
Wage Rates

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

THE UNION HAS WITHDRAWN THEIR PROPOSAL AND THE PARTIES AGREE TO CURRENT LANGUAGE.

ARTICLE 11

Shift Differential / Weekend Premium

- 11.01 Employees shall receive a Shift Differential of one dollar and fifty cents (\$1.50) per hour for working the afterhours shift, where at least one hour worked in such shift fall between four (4) p.m. through eight (8) a.m.
- 11.02 An Employee who works Saturday or Sundays as part of a regularly scheduled work week, shall receive a Weekend Premium of one dollar and fifty cents (\$1.50) for each hour worked from midnight Friday to midnight Sunday. The Weekend Premium shall not be paid to an Employee who is not regularly scheduled to work weekends and shall receive overtime compensation for working Saturday or Sunday as a day of rest.
- 11.03 Where applicable Employees shall receive both Shift Differential and Weekend Premium.
- 11.04 The Shift Differential and Weekend Premium shall not be included with the Employee's regular rate of pay for the purpose of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 16
Leave of Absence / Special Leave

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

Employee shall be granted up to one (1) work dayworkday with pay, in order to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Time off with pay in any one fiscal year shall not exceed a total of five (5) work daysworkdays for this provision. Immediate family shall mean the Employee's spouse as per 16.05(a), child (including step childstepchild), parent, parent in-law, grandparents, grandchild, or anyone under the legal guardianship of the employee. Two (2) of the five (5) workdaysThis leave may also be used for the purpose of attending to other business that requires the Employee's personal attendance.

~~XXXX~~ ~~Special Leave shall be granted for conditions that require an Employee to be away from work for personal reasons. Employees shall be granted paid leave for a maximum of three (3) days per calendar year.~~

16.07 Special leave shall be granted for conditions that require an Employee to be away from work due to an illness or injury within an Employee's immediate family in order for them to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Immediate family shall mean the Employee's spouse as per 16.05(a), child (including stepchild), parent, parent in-law, grandparents, grandchild, or anyone under the legal guardianship of the employee. Time off with pay in any one fiscal year shall not exceed a total of five (5) workdays for this provision. Two (2) of the five (5) special leave days may also be used for the purpose of attending to other business that requires the Employee's personal attendance, and three (3) of the five (5) special leave days may be used for conditions that require an Employee to be away from work for personal reasons.

THE UNION HAS WITHDRAWN THEIR PROPOSAL AND THE PARTIES AGREE TO CURRENT LANGUAGE.

ARTICLE 22
Annual Vacation Leave

- 22.01 Employees shall be entitled to annual vacation leave based on the following:
- (a) an Employee who has completed less than twelve (12) consecutive months of service as of June 30th, shall receive pro-rata vacation.
 - (b) an Employee who has completed twelve (12) full calendar months of employment as of June 30th, shall receive fifteen (15) working days' vacation which shall be calculated to the hourly equivalency;
 - (c) an Employee who has completed three (3) years of employment as of June 30th, shall receive twenty (20) working days' vacation which shall be calculated to the hourly equivalency;
 - (d) an Employee who has completed ten (10) years of employment as of June 30th shall receive twenty-five (25) working days vacation which shall be calculated to the hourly equivalency;
 - (e) an Employee who has completed twenty-five (25) years or more of employment as of June 30th shall receive thirty (30) working days vacation which shall be calculated to the hourly equivalency;
- 22.02 A Sessional Employee shall be paid vacation pay in addition to the regular rate of pay in lieu of vacation entitlement as follows:
- (a) less than three (3) years of annual employment: six (6%) percent;
 - (b) three (3) years to nine (9) years of annual employment: eight (8%) percent;
 - (c) ten (10) years to twenty-four (24) years of annual employment: ten (10%) percent;
 - (d) twenty-five (25) years or more of annual employment: twelve (12%) percent.
- At the beginning of the Sessional Employee's new term of sessional employment at the College, the Employee will be given the written option once to request that either the payment of vacation entitlement to occur with each pay, or, to be paid in full at the end of their term of their sessional employment in that individual year. In instances where the Sessional Employee does not make his/her decision known by the first payroll cutoff date that coincides at the commencement of their employment, then the College shall process the vacation entitlement per pay.
- 22.03 Every endeavour will be made to schedule annual vacations to the mutual satisfaction of both Employer and Employee. In the event that no mutual agreement is reached, the Employer retains the right to determine the vacation period, but the Employee must receive at least three (3) weeks advance notice. For purposes of establishing the summer vacation schedule, if two (2) or more Employees in the same work area request the same vacation period, seniority shall govern. However,

once the summer vacation schedule is set no later than May 1 in any year, any further revision(s) thereafter will be at the discretion of the Supervisor.

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

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

22.06 Carry-Over Provision

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

22.07 Employees who are scheduled for vacation leave subject to 22.06 and whose vacation leave is cancelled by the Employer, shall have their vacation rescheduled by mutual agreement of the Employee and the Employer.

22.08 Employees who are on an approved leave of absence shall have the provisions of 22.06 extended for the same period as the approved leave of absence.

22.09 If an Employee dies after a period of continuous employment, the Employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee's permanent position, immediately prior to the Employee's death.

22.10 If a Sessional Employee or Recurring Seasonal subsequently becomes converted to a Regular Employee, then the years of service equivalency, as per Clause 22.02, shall apply to the applicable vacation entitlement. If a Temporary or Casual Employee subsequently becomes appointed as a Regular or Sessional Employee, in the same position and there is less than one (1) month break in service, the employment time, in total will apply towards the appropriate vacation entitlement or the appropriate vacation payment as per Clause 22.01 or 22.02 respectively, whichever is applicable.

THE PARTIES HAVE WITHDRAWN THEIR PROPOSAL'S AGREE TO CURRENT LANGUAGE.

ARTICLE 25
Layoff and Recall

- 25.01 Layoff is defined as a temporary separation from employment as a result of lack of work, of other than Temporary or Casual Employees.
- 25.02 The Union and the Chapter Chairperson shall be notified in writing one week prior to the date of any written notice of Layoff to an Employee.
- 25.03 In the event of a layoff, the Employer shall notify the Employees to be laid off at least twenty (20) working days prior to the effective date of layoff or shall make payment in lieu of the Employee's regular work days falling within the period of notice including all entitlements which would have been earned had the employee worked the notice period.
- 25.04 The requirement to provide layoff notice or pay in lieu shall not apply in the event of a staff reduction caused by labour strikes, or acts of God such as fire, flood, or earthquake, requiring closure of part or all of the operation.
- 25.05 Layoffs shall be based upon skill and ability to perform the job and seniority within the same job function.
- 25.06 Recall shall be in the reverse order of layoff.
- 25.07 An Employee who has been laid off and not been recalled within one hundred and eighty (180) calendar days, or is due to, or continued because of the abolishment of a job resulting in the severance of employment, then the Employee shall be entitled to receive severance pay at their regular rate of pay for each complete year of service as follows:

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

Seniority (when equal to or more than)	Severance Payment
18 years	11 months
19 years	11.5 months
20 years or more	maximum 12 months

- 25.08 An employee who has been laid off may choose to waive his recall rights and elect to receive severance pay at the time released, as outlined in Clause 25.07.
- 25.09 For the purposes of severance pay entitlement, complete years of service for sessional employees shall be determined by the actual time worked.
- 25.10 The provisions of this Article do not apply for the "seasonal" layoff period for Employees employed in a Sessional appointment with the College.

ARTICLE 27
Benefits and Premiums

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

A summary of current benefits includes the following:

Extended Health Benefits

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

Dental Benefits

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

Life Insurance

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

Disability Benefits

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

Complete benefit details are included in the carriers benefit book.

The college's Extended Health Benefit plan includes an eight hundred and fifty dollars (\$850.00) ~~seven hundred dollar (\$700.00)~~ Health and Wellness Spending Account each benefit year with a maximum one year carryover on June 30th. The account is administered by the college's current benefit provider and in accordance with the income tax act and applicable regulations.

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

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

27.02 The cost of premiums for the aforementioned benefits shall be shared by the

Employer and Employees on the following basis:

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

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

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

ARTICLE 33
Term and Effect of Contract

33.01

This Collective Agreement shall be effective from date of execution hereof and shall remain in effect until June 30, ~~2020~~2024 and shall remain in force from year to year thereafter until a replacement agreement is established under the Public Service Employee Relations Act. The rates of pay as provided in Schedule "A" of this Agreement shall be effective as of the date set out in the Schedule.

