PORTAGE COLLEGE

AUPE
Alberta Union Of Provincial Employees

COLLECTIVE AGREEMENT

BETWEEN

PORTAGE COLLEGE

AND THE

ALBERTA UNION OF PROVINCIAL EMPLOYEES

LOCAL 071/008

July 1, 2017 – June 30, 2020

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PREAMBLE

THIS AGREEMENT made the _____ day of _____, 2019

BETWEEN:

Portage College

(hereinafter called the "Employer")

OF THE FIRST PART

-and-

The Alberta Union of Provincial Employees,

(hereinafter called the "Union")

OF THE SECOND PART

-and-

WHEREAS the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees covered by the Bargaining Unit pursuant to the *Public Service Employee Relations Act*; and

WHEREAS the Parties are mutually desirous of entering into a Collective Agreement with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work, and conditions of employment,

NOW THEREFORE, the Parties hereto mutually agree as follows

ARTICLE 1

DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

(a) The masculine, the feminine or both shall mean and include all gender, gender identity and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable;

(b) "*Act*" means the *Public Service Employee Relations Act*;

(c) "President" means the Chief Executive Officer of the Portage College;

(d) "Local" means Local 071 of the Alberta Union of Provincial Employees;

(e) "Chapter" means 008 of Local 071 of the Alberta Union of Provincial Employees;

(f) "Employer" means the Governing Authority of the Portage College or any person acting on its behalf;

(g) "Union" means the Alberta Union of Provincial Employees;

(h) "Employee" means a person employed by Portage College who is in the bargaining unit covered by this collective agreement and who is employed in one of the following three (3) categories:

(i) a person employed and paid by salary in either a full-time or part-time continuous position or continuous term position;

(ii) a person appointed to a term position and paid by salary; or

(iii) a person employed for full or part-time casual employment on an hourly basis;

(i) "Probationary Employee" - a continuous and term employee covered by this agreement shall be considered a probationary Employee until he has successfully completed his probationary period as stipulated in Article 23, Probationary Employee and Period;

(j) "Apprentice" means a person as defined within the Apprenticeship and Industry Training Act who is serving a special training period;

(k) "Continuous Position" means a position established as such, in which the incumbent is required to work at least fifty percent (50%) of the normal hours of work;

(l) "Continuous Term Position" means a position established as such, the duties of which are of a continuing nature for a recurring specific period of the year approximately coinciding with the academic year;

(m) "Term" Position" means a position established as such in which the incumbent is required for temporary employment and for a limited period, and includes:

(i) "Apprenticeship Position" in which the incumbent is initially hired as an apprentice as defined under the Apprenticeship and Industry Training Act;

(ii) "Project Position" in which the incumbent is employed for the duration of a project;

(iii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties;

(n) "Casual Employee" means a person who is employed to meet short term staffing requirements and where the days, weeks and months of work are irregular;

(o) Students shall not be covered by this agreement;

(p) "Monthly Salary" means annual salary divided by twelve (12);

(q) "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;

(r) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;

(s) "Minimum Salary" means the lowest period of the lowest grade assigned to a class;

(t) "Dismiss" means to discharge an Employee for just cause;

(u) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements.

ARTICLE 2

TERMS OF EMPLOYMENT

2.01 The Employer during the life of this Agreement may with the agreement of the Union:

(a) alter rates of Employee compensation; or,

(b) alter any Employee entitlement or Employee rights which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

ARTICLE 3

APPLICATION

3.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 who are in the bargaining unit and are employed in classifications in the Collective Agreement.

3.02 This Agreement applies to an Employee:

(a) appointed to a continuous, and continuous term position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and

(b) appointed to a term position, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except that:

(i) Layoff , Recall and Termination shall not apply;

(ii) Individuals occupying term positions shall not have access to Article 25, Grievance Procedure, for termination of employment, due to lack of work, or upon expiry of their term of employment;

(iii) Apprentices shall not have access to Article 25, Grievance Procedure, for termination of employment, as a result of either:

(1) failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or,

(2) lack of appropriate work, or,

(3) the unavailability of tradesmen positions upon completion of the apprenticeship program.

(c) hired for casual employment, except that the following shall not apply:

(i) Article 11 - Layoff, Recall and Termination;

(ii) Clause 15.04 - Compensatory Time Off;

(iii) Article 20 - Workers' Compensation Supplement;

(iv) Article 25 - In the case of termination of employment* Grievance Procedure;

(v) Article 26 - Casual Illness;

(vi) Article 27 - General Illness;

(vii) Article 31 - Paid Holidays;

(viii) Article 32 - Annual Vacation Leave;

(ix) Article 33 - Special Leave;

(x) Article 34 - Military Leave;

(xi) Article 35 - Maternity Leave;

(xii) Article 36 - Parental/Adoption Leave;

(xiii) Clause 37.02 - Court Leave in private capacity;

(xiv) Article 46 - Academic allowance;

(xv) Article 47 - Professional Development

(d) A Casual Employee who is dismissed for disciplinary reasons in accordance with Article 24 - Disciplinary Action, shall have access to Level 2 of the Grievance Procedure as provided in Sub-Clause 25.01(e) but not to any other Levels of the Grievance Procedure. However, a Casual Employee shall not have access to Article 25 - Grievance Procedure in the case of termination of employment.

3.03 Notwithstanding Sub-Clause 3.02 (c), an Employee hired for Casual employment shall in lieu of receiving:

(a) paid holidays pursuant to Article 31, Paid Holidays be allowed, in addition to his regular wage earnings, pay at five point two percent (5.2%) of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and

(b) annual vacation leave pursuant to Article 32 – Annual Vacation Leave, be allowed in addition to his regular wage earnings, pay at six percent (6%) of his regular wage earnings.

ARTICLE 4

MANAGEMENT RECOGNITION

4.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 5

UNION RECOGNITION

5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees set out in classifications covered by this Agreement.

5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.

5.03 (a) The Employer will provide bulletin board space for use of the Union at each campus location, where members of the Union are employed.

The bulletin boards will be on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union.

(b) Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Human Resources Director for approval prior to posting and a decision shall be provided within twenty-four (24) hours.

5.04 The Local shall be permitted to use the College's internal e-mail during business hours for the purpose of communicating with their members. This activity shall be carried out in accordance with and subject to the restrictions and limitations of the College policy, guidelines, and procedures on computers and networks.

The Union shall provide a copy to the Human Resources Director of any e-mail communication sent through the electronic AUPE distribution list that the Union would otherwise have posted on a bulletin board.

5.05 Each Party agrees to the placement of a PDF version of the Collective Agreement on the website of Portage College and AUPE, within thirty (30) days of the ratification of the Collective Agreement by both Parties.

Portage College agrees, in its new Employee orientation documentation, to provide new Employees with the location address (URL) of the Collective Agreement.

5.06 Portage College agrees the Union may schedule and conduct two (2) semi-annual Union membership meetings during business hours, subject to approval by the Employer. A Union membership meeting, will be held on a date and time decided by AUPE subject to approval by the Employer.

Union members are permitted to participate in Union membership meetings by video-conference on Employer premises with Employer equipment.

5.07 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

ARTICLE 6

LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.

6.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

ARTICLE 7

UNION MEMBERSHIP AND DUES CHECK-OFF

7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.

7.02 All Employees covered by this Agreement shall be required to pay Union dues as a condition of employment. The Employer shall, therefore, deduct Union dues from the pay of all Employees covered by this Agreement. The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

7.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form or electronic format showing Employee number, starting date, classification, amount of Union dues deducted, and name and last known address. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, including the release of confidential personal information to the union.

ARTICLE 8

EMPLOYER-UNION RELATIONS

8.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor will be obtained through the Human Resources Director. The foregoing approval shall not be unreasonably denied.

8.02 The Union shall provide a current list of Union Representatives as assigned by AUPE (Staff Officers) and Union Stewards to the Employer.

Union Representatives are employees of AUPE who are responsible for all aspects of the collective agreement.

Union Stewards are employees of the College who are responsible for administration of the Collective Agreement.

8.03 Union Membership meetings may be held on Employer premises outside of normal work hours with the prior approval of the Employer and subject to availability of facilities.

ARTICLE 9

EMPLOYER-EMPLOYEE RELATIONS

9.01 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.

9.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the work place. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.

9.03 The Employer recognizes the Union Steward as an official representative of the Union.

9.04 A new Employee shall be advised of the name and location of a Union Steward. The Union Steward will provide the Employee with a copy of the Collective Agreement.

ARTICLE 10

TIME OFF FOR UNION BUSINESS

10.01 Subject to Clause 10.03, time off, without loss of regular earnings, will be provided for authorized Chapter representatives, not to exceed three (3) in number for time spent meeting with representatives of the Employer at formal Employee Management Advisory Committee meetings where matters of mutual concern are discussed, including Health and Safety issues as required by the Occupational Health and Safety Act.

10.02 Subject to Clause 10.03, time off without pay will be provided for the following:

(a) One Chapter member to attend meetings as required of the Local 071 Council.

(b) Chapter members of the Negotiating Committees for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union preparatory meetings during these negotiations;

(c) Chapter members elected as delegates to attend the Annual Convention of the Alberta Union of Provincial Employees;

(d) Chapter members elected as representatives of the Union to attend Seminars and Chapter Meetings.

(e) Chapter members of the Provincial Executive of the Union, to attend general meetings.

(f) Chapter members designated as delegates representing the Union at Conventions of other Employee organizations;

(g) Chapter members of the following Provincial Executive Standing Committees of the Union to attend regular committee meetings.

(h) Members of the Union Executive Committee to attend meetings.

(i) Members who have been appointed to the Joint Public Service Pension Board, to attend Board meetings or Board authorized training.

10.03 In all of the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Human Resources office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 10.02; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.

10.04 To facilitate the administration of Clause 10.02 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 11

LAYOFF, RECALL, TERMINATION & POSITION ABOLISHMENT

11.01 Prior to the implementation of the provisions of this Article, the Employer will contact the Union to inform the Union of the Employer's intentions and provide the Union with a seniority list at that time.

11.02 This article shall apply only to continuous employees and continuous term employees.

(a) The seniority date of all Continuous or Term employees shall be the date upon which the Continuous or Term employee commenced in the bargaining unit, including prior periods in the bargaining unit of uninterrupted service as a Continuous or Term Employee.

(b) Seniority shall not apply during the probationary period, however, upon completion of the probationary period, seniority shall be credited from the date of hire.

11.03 For the purposes of this Article, the following definitions shall apply:

(a) Lay-off

- a temporary or permanent separation from employment;

(b) Seniority

- the length of continuous employment with the Employer;

(c) Similar Employees

- two (2) or more employees having a common status performing the same or similar functions in the same work unit within a classification;

(d) Continuous Employee

- a continuous status employee who has successfully completed his probationary period;

(e) Continuous Status

- status given to an Employee occupying a continuous position;

(f) Continuous Term Status

- status given to an Employee occupying a continuous term position;

(g) Term Status

- status given to an Employee occupying a term position;

(h) Continuous Term Employee

- means a continuous status Employee who has successfully completed his probationary period.

11.04 In the event of lay-off, the Employer shall notify the employee(s) to be laid-off at least twenty (20) working days prior to the effective date of lay-off, or shall make payment in lieu.

11.05 The requirement to provide notice of lay-off shall not apply in the event of a staff reduction caused by fire, flood, earthquake, or other acts of God requiring closure of part or all of the College's operations.

11.06 When similar employees are to be laid-off, the Employer shall lay-off such employees in reverse order of their seniority providing those retained are qualified and able to perform the work that is available.

11.07 An employee may be recalled to the job from which the employee was laid off or to a similar continuous job or vacant term position within the same classification. Recall of such similar employees shall be on the basis of seniority provided the Employee is qualified and able to perform the available work.

11.08 An Employee shall be responsible for providing the Employer with his current address and telephone number for recall purposes.

11.09 Seniority is lost and the Employer shall not be obliged to recall an Employee:

(a) when the Employee resigns, retires, or employment is properly terminated; or

(b) when the Employee does not return to work on recall within five (5) work days of the stated reporting date, or the Employee cannot be located after a reasonable effort to recall the Employee; or

(c) upon the expiry of one hundred eighty (180) calendar days following the original date of lay-off during which time the Employee has not been recalled to work; or

(d) when an Employee refuses the recall offer to their former classification and employment status.

11.10 If an Employee has not been recalled within one hundred eighty (180) calendar days from the date of lay-off, the Employee shall be entitled to severance pay as per the chart below. Severance pay will not be paid to an Employee who resigned, retired, or failed to return to work when recalled as per 11.09 (b) and (d).

04 weeks	1 year
08 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

11.11 If the lay-off is expected to exceed one hundred eighty (180) calendar days, the Employee may choose to waive his rights, and accept termination of employment due to lack of work within ten (10) days of lay-off, and receive severance pay in accordance with clause 11.10. Or, if the job will no longer exist the Employer may terminate the employee and pay him severance in accordance with this article.

11.12 If an Employee's employment is terminated while on lay-off, the Employee shall receive severance pay in accordance with clause 11.10.

11.13 If an Employee is still employed by the Employer in some capacity other than continuous or continuous term status as applicable, at the end of the one hundred eighty (180) calendar day period, the Employee shall be entitled to the amount of severance provisions calculated at the original date of layoff, set out in clause 11.10 when such non-continuous employment terminates.

11.14 An Employee who is laid off under this Article and who at the commencement of the layoff is participating in the College Benefits Plans may elect to continue existing coverage under these plans during the one hundred eighty (180) calendar day lay-off period. If the Employee elects to maintain coverage, he shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these plans.

11.15 When the position of a permanent Employee is to be abolished, the Employer shall give that Employee written notice in accordance with Article 11.04. 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.

11.16 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 rights with respect to Article11 as it relates to his 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) be 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.

11.17 Qualified employees who decline offers or employment at the same classification and pay level shall forfeit their severance pay in Accordance with Article 11.10.

ARTICLE 12

ATTENDANCE

12.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to his supervisor at his place of work within the time limits set out below:

(a) in the case of such areas as Food Services, Switchboard, Campus Supervision, etc., at least one (2) hours prior to the commencement of a scheduled start time; or,

(b) in the case of all other Employees within one (1) hour of normal starting time.

12.02 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify his supervisor at his place of work of his intention to return to work during the preceding work day.

This clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.

12.03 An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify a senior official in writing at his place of work at least fifteen (15) full work days prior to the desired date of return. This clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.

12.04 Time limits, pursuant to Clauses 12.01, 12.02, and 12.03 shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or a senior official within the time limits specified.

12.05 An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation if he wishes to resign in good standing. Unless mutually agreed otherwise between the Employee and the Employer, Holiday, Time Off in Lieu and Annual Vacation time is not to be used in calculating this notice period.

12.06 An Employee who absents himself from his employment and who has not obtained the approval of a senior official at his place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

ARTICLE 13

ACTING INCUMBENT

13.01 To receive acting incumbency pay an Employee shall be designated by a senior official at his place of work to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.

13.02 Where an Employee is designated to be an acting incumbent in a position, his salary shall be determined in accordance with the following provisions:

(a) if he is designated to act in a position in a classification with an assigned grade the maximum of which is less than one (1) increment higher than the maximum of his current grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;

(b) if he is designated to act in a position in a classification with an assigned grade the maximum of which is at least one (1) increment higher than the maximum of his current pay grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary, except if the increase is less than one (1) increment, in which case his salary shall be adjusted to the period next higher than the lowest period that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;

(c) if he is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, his salary is that period in the new grade which is higher than his current salary, except if this increase is less than 4%, in which case his salary is the next higher period.

13.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.

13.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.

13.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 14

HOURS OF WORK

14.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be thirty-six and one-quarter (36 1/4) hours per week for all classifications except thirty seven and one half (37 1/2) hours per week for Campus Supervision Workers I & III, and forty (40) hours per week for Cook I, Cook II and Food Services Supervisor classifications; or

(b) Some positions maybe 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.

14.02 An Employee's pay shall be based on the hours worked by an Employee.

14.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of five (5) hours, one (1) period to be granted before the meal break and one to be granted after. An Employee working a period of more than two (2) hours but less than five (5) hours shall be granted one (1) rest period. Rest periods shall be taken at the work site unless otherwise approved by a Supervisor. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

14.04 If an Employee is required to work modified or flexible hours, he shall not suffer a loss or gain in collective agreement entitlements.

14.05 A meal period of not less than one-half (1/2) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 14.06.

14.06 An Employee who is directed by the Employer to remain due to a specific assignment at his station of employment 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 shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation where the normal hours of work cannot be balanced.

14.07 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except by mutual agreement between the Employee and the College.

ARTICLE 15

OVERTIME

15.01 (a) An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer. The required weekly hours must be worked prior to any overtime compensation in accordance with present practice.

(b) When overtime occurs of an urgent or emergent nature as deemed by the Manager, within the weekly balancing period, an employee maybe exempt from 15.0 a). This exception must be authorized by the Employer.

15.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 15.07.

15.03 An Employee who has been authorized to work overtime shall be compensated as follows:

(a) For overtime hours worked on a regularly scheduled work day at time and one half 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) For overtime hours worked on day(s) of rest:

(i) at time and one-half his regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, on a compressed work week day off or on his regularly scheduled first day of rest; and

(ii) at double his regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period, provided the employee has worked his first day of rest;

(c) For purposes of this subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.

15.04 Any overtime worked by the Employee may be claimed as compensatory time off with pay in lieu of a cash settlement. However, compensatory time off shall be scheduled at a mutually agreeable time within twelve (12) months from the date that the overtime was worked or the employee will be paid out.

15.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.

15.06 (a) 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.

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.

An Employee who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work. For the purposes of any subsidiary agreement, travel time shall not be included towards fulfilling any quarterly, tri-annual or semi-annual balancing period.

(b) Employees required to attend College Planning or Professional Development day(s) will be paid at straight time hours for travel and time spent attending these events. If an Employee is required to attend on a regularly scheduled day of rest, he shall be granted a day off in lieu, or paid at straight time rates for the hours spent.

15.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.

15.08 Overtime pay shall be calculated from the annual salary rate in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.

15.09 Part-time Employees working less than the normal hours of work stated in Clause 14.01 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 so worked until they exceed the normal daily hours for full time Employees in the same class, after which the overtime provisions of Clause 15.03 shall apply.

15.10 An employee who works on externally funded or one time internally funded projects of 6 months or less, must be paid out for time worked. If overtime is worked all applicable overtime rates shall be paid to the employee. Article 15.04 shall not apply to overtime worked on those projects.

ARTICLE 16

SHIFT DIFFERENTIAL/WEEKEND PREMIUM

16.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive one dollar and ten cents ($1.10) per hour for working a shift where at least one-half of the hours in such shift fall between 4:00 pm and 8:00 am.

16.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.01. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 pm and 8:00 am.

16.03 At no time shall differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

16.04 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

16.05 An Employee who works Saturdays or Sundays, as part of his regularly scheduled workweek shall receive a weekend premium of one dollar and ten cents ($1.10) per hour 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 receive overtime compensation for working Saturday or Sunday as a day of rest.

16.06 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, or any employee benefits.

ARTICLE 17

CALL BACK PAY

17.01 Subject to Clause 17.03, when an Employee is called back to work by his supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 15 – 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 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.

17.02 Subject to Clause 17.03, an Employee who is called back to work one or more times within a two hour period and for whom the time worked and the time spent traveling directly to and from work totals two hours or less, shall be compensated at straight time for a minimum of three (3) hours.

17.03 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is contiguous with a normal working period.

17.04 For purposes of this Article, an Employee will be compensated either through a paid settlement or time off with pay in lieu of a paid settlement.

ARTICLE 18

REPORTING PAY

18.01 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at his hourly rate.

ARTICLE 19

STANDBY PAY

19.01 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) hour's 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.

19.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.

19.03 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 19.01 for the hours he was on standby in addition to compensation pursuant to Article 17 – Call Back Pay, for the hours worked on call back.

19.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, where other qualified staff are available.

19.05 For purposes of this Article, an Employee will be compensated either through a paid settlement or time off with pay in lieu of a paid settlement.

ARTICLE 20

WORKERS' COMPENSATION SUPPLEMENT

20.01 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 a Senior Official at the place of work. The Senior Official 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.

20.02 If the 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.

20.03 The eligibility period specified in Clause 20.01 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.

20.04 When a day designated as a paid holiday under Article 31 – 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 an additional entitlement in respect of that day.

20.05 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 Clause 20.01

20.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting the Employee from the loss of income while he is unable to work because of injury.

20.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 20.01 is participating in the Employee Benefit Plans shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Article 29 - Benefits.

ARTICLE 21

FOREST FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

21.01 An Employee conscripted or employed temporarily in forest fire operations, flood control or pollution control shall not suffer a loss of salary or wages while so employed.

21.02 Any monies received for providing such service will be reimbursed to the College for the amount of the earnings paid by the College for the time worked.

ARTICLE 22

SUBSISTENCE AND TRAVEL EXPENSES

22.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Subsistence and Travel policy.

22.02 The Employer agrees to consult with the Union prior to the alteration of travel and subsistence rates contained in the Subsistence and Travel policy.

ARTICLE 23

PROBATIONARY EMPLOYEE AND PERIOD

23.01 A person appointed to a position with the Employer shall serve a probationary period.

23.02 An Employee who has previously been employed by the Employer may, at the discretion of the President, have such previous employment considered as part of the probationary period as specified for the classification.

23.03 (a) The period of probation shall start on the date of commencement and shall be twelve (12) months worked.

The period of probation may be extended by written agreement of the Union and the Employer.

(b) This Article will also apply to Employees appointed to a Continuous Term and a Term position.

ARTICLE 24

DISCIPLINARY ACTION

24.01 When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, the Employee shall be informed in writing as to the reason(s) for such action. The Employee will be provided with a copy of all correspondence or written notices pertaining to his conduct or performance, which are placed on his personal file.

24.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 24.01 shall be notified twenty-four (24) hours to the time and place of the interview. If desired by the Employee he shall arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must obtain prior approval from the Employer to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

24.03 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:

(a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period; and

(b) the disciplinary action is not the subject of an unresolved grievance.

24.04 The Employer shall not deny an Employee reasonable access to his personal file. An employer representative shall be present during the review of the file. The Employee may request a representative of the Union to be present at the time of the examination.

24.05 The personal file referred to in this Article is the personal file of an Employee maintained by the Human Resources office. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance or an assessment of an Employee under an EAP plan shall be contained in this file.

24.06 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Arbitration, the personal file of the Employee shall be amended to reflect the award of the arbitrator or Arbitration board.

24.07 An Employee shall not be dismissed, suspended, demoted for disciplinary reasons, or given a written reprimand without just cause.

ARTICLE 25

GRIEVANCE PROCEDURE

25.01 Definitions and Scope

(a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of Arbitration.

(b) Notwithstanding Sub-Clause 25.01(a), any complaint pertaining to a classification or the classification process, shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process.

(c) A complaint alleging sexual harassment, unjust treatment, discrimination, or alleging unfair working conditions, shall be presented as a grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Parties and all interested persons.

(d) A grievance concerning the dismissal or termination of employment of a probationary Employee, or a grievance concerning a written reprimand, shall be subject to the Grievance Procedure except that it shall not be a subject of Arbitration at Level 3.

(e) A grievance concerning the disciplinary dismissal of a Casual Employee shall be submitted at Level 2 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted in writing and the decision given by the Employer at Level 2 shall be final and binding on the Parties and all interested persons.

(f) "Days" means calendar days.

(g) "Disciplinary Demotion" means a transfer for disciplinary reasons to a position with a lower maximum salary.

(h) A Policy Grievance is a difference which seeks to enforce an obligation of the Employer to the Union or the Union and its members to the Employer. A policy grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.

25.02 Meetings During Grievance Procedure

(a) A Union Steward shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first obtaining permission from his supervisor to do so.

(b) The Employer or the aggrieved may request that a written grievance be discussed at Level 1, or Level 2 of the Grievance Procedure. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding his grievance. When a request for discussion has been approved, leave with pay shall be allowed. However, the grievor and any accompanying Union Steward shall inform their respective supervisors before leaving and upon returning to their respective work places. Expenses incurred in attending the meeting may be claimed in accordance with the Subsistence and Travel policy.

25.03 Grievance Process

The College shall advise all Employees by poster or by some other similar means of notification, of the name, title and mailing address of the Designated Officers for Levels 1 and 2 of this Grievance Procedure. A copy shall be sent to the Union.

(a) Level 1

An Employee wishing to pursue a grievance, shall submit it in writing to the Employer at Level 1 within twenty one (21) days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

The Employer shall reply in writing within twenty one (21) days of receipt of the grievance.

(b) Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within twenty one (21) days of receipt of that reply submit his grievance in writing to the Employer at Level 2.

The Employer at Level 2 shall reply in writing to the Employee within twenty one (21) days of receipt of the grievance at Level 2 and shall submit a copy of his reply to the Union.

(c) Variance From Grievance Procedure

The level of commencement of a grievance may be varied up to and including Level 2 by written agreement between the Employer and the Union.

(d) Grievances involving Dismissal, Suspension without pay and Demotion for disciplinary reasons shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Sub-Clause 25.03(c) above.

(e) Policy Grievance

A Policy Grievance shall be submitted to the other Party within fourteen (14) days of the date upon which the alleged violation of the Collective Agreement has occurred, or within fourteen (14) days from the date upon which the aggrieved Party first became aware of the subject of the grievance.

Within a reasonable time of filing a Policy Grievance, the Parties shall meet in an attempt to resolve the difference. Failure to resolve the Policy Grievance within fourteen (14) days of filing shall entitle the aggrieved Party to advance the Policy Grievance to Level 3 within an additional fourteen (14) days.

25.04 Level 3 - Arbitration

(a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to Arbitration by notice in writing that must be given within twenty one (21) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the Employer shall be given to the President, Portage College or his designate.

(b) The submission of a grievance to Arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third, who shall act as Chairman, to be mutually agreed upon by the other two (2), or to a single arbitrator, or to a mediator - arbitrator.

(i) The notice referred to in Sub-Clause 25.04(a) above shall indicate which system of Arbitration the party wishes to follow, and state the name of its appointee to an Arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator, or mediator - arbitrator, as the case may be;

(ii) Upon receipt of the notice referred to in Sub-Clause 25.04(a) above, the other Party shall respond within seven (7) days, indicating which system of Arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator - arbitrator shall be used, the other Party shall state the name of its appointee to an Arbitration Board. The Party initiating the submission of the grievance to Arbitration under 25.04(c)(i) above shall then, within seven (7) days, state the name of its appointee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Chairman of the Public Service Employee Relations Board upon request of the Party submitting the grievance to Arbitration. If the other Party agrees to a single arbitrator or mediator - arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator – arbitrator.

(c) Where the Parties have submitted a grievance to a mediator-arbitrator, they shall request the mediator - arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the grievance. If the mediator - arbitrator determines that the Parties will not resolve their differences, then the mediator - arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator - arbitrator, or any determination made by a mediator - arbitrator shall not establish a precedent for any other grievance, difference or dispute.

(d) A single arbitrator or mediator - arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to Arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator - arbitrator, within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.

(e) Each Party to this Agreement shall bear its own costs of Arbitration, including the costs of its appointees to the Board. The Parties shall bear equally the costs of Arbitration board chairmen, single arbitrators and mediator - arbitrators.

(f) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the Arbitration of his grievance. Except where a dismissal of the Employee is upheld by the Arbitration decision, an Employee may claim his expenses incurred in attending the Arbitration of his grievance in accordance with the Subsistence and Travel policy.

(g) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at Arbitration proceedings.

25.05 Power of Boards of Arbitration

(a) Arbitration Boards, mediator – arbitrators and single arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.

(b) Arbitration Boards, mediator – arbitrators and single arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.

(c) Arbitration Boards, mediator – arbitrators and single arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.

(d) When disciplinary action against an Employee is involved, the Arbitration Board, mediator – arbitrators or single arbitrator may vary the penalty as is considered just and reasonable under the circumstances.

(e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairman governs and his decision is the decision of the Arbitration Board.

25.06 Arbitration Decisions

Arbitration decisions shall be final and binding on the Parties and all other interested persons.

25.07 Procedures and Time Limits

(a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding Level in the procedure.

(b) Time limits in this Article may be extended by written agreement between the Employer and the Union.

(c) Service of Documents

If anything is required or permitted to be served under this Agreement, it shall be deemed to be properly served if it is served:

(1) in the case of an individual:

(i) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or

(ii) by mailing it to him by registered or certified mail at his last known post office address; or

(iii) personally by a receipted courier service.

(2) in the case of the Employer:

(i) personally on the appropriate officer; or

(ii) by leaving it at or by sending it by registered or certified mail to the Director, Human Resources; or

(iii) personally on the appropriate officer by a receipted courier service.

(3) in the case of the Union:

(i) personally on the President, Secretary or an Officer of the Union or by leaving it at an office occupied by the Union; or

(ii) by sending it by registered or certified mail to the address of the President, Secretary or an Officer of the Union; or

(iii) personally on the President, Secretary or an Officer of the Union by a receipted courier service.

(4) The date of delivery establishes the date of receipt for documents that are served personally.

(5) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.

(d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 26

CASUAL ILLNESS

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

26.02 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven and one-quarter (7 1/4) hours.

26.03 An Employee in his first and in each subsequent year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay (prorated in the first year of employment). Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service. Casual illness entitlements will be renewed on January 1 of each year.

26.04 This Article is subject to Article 28 - Proof of Illness.

26.05 Casual illness entitlements earned but not taken by an Employee during the two (2) previous annual 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%) of normal salary.

ARTICLE 27

GENERAL ILLNESS

27.01 "General Illness" means an illness, which causes an Employee to be absent from duty for a period of more than three (3) consecutive workdays but shall not exceed:

(a) eighty (80) consecutive work days; or

(b) where the Employer approves part-time absences and 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.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 26 – Casual Illness.

27.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 27.01, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 27.03:

(a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.

(b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.

(c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.

(d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.

(e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.

(f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.

(g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.

(h) For purposes of Clause 27.02 "employment" includes salaried employment and also any prior employment with the Alberta Government as stipulated in the "Transition Agreement for Support Staff " signed August 21, 1997. This Sub-Clause only applies to employees who transferred from the Alberta Government to the Alberta Vocational College - Lac La Biche.

27.03 (a) Subject to Sub-Clause 27.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:

(i) illness leave entitlements reinstated pursuant to Clause 27.02 when the Employee returns to work in the next year of employment; or,

(ii) 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 year of employment.

(b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

27.04 For purposes of this Article, 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 Article 29 – Benefits.

27.05 Notwithstanding Article 26 – Casual Illness, or Clause 27.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 26 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.

27.06 When a day designated as a Paid Holiday under Article 31 – Paid Holidays falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

27.07 Where an employee becomes hospitalized as an inpatient, due to illness during his vacation leave, the period of time spent in the hospital shall be counted as illness leave under Articles 26 and 27 and not vacation. The employee must advise the College at the time of the hospitalization and provide written proof of hospitalization on return from vacation.

27.08 This Article is subject to Article 28 - Proof of Illness.

ARTICLE 28

PROOF OF ILLNESS

28.01 To obtain illness leave benefits as described in Article 26 - Casual Illness the Employer may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The Employer may also require the Employee to provide 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. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.

28.02 To obtain illness leave benefits as described in Article 27 - General Illness the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

28.03 The Employer may require that an Employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clauses 28.01 and 28.02 the examination or interview shall be at the Employer's expense and on the Employer's time.

28.04 The Parties agree that Casual and General Illness benefits as provided in Articles 26 and 27 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 29

BENEFITS

29.01 Continuous and term employees as outlined in 29.05 below, shall participate in the College Benefits 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 (50%) percent of an equivalent full-time position to be eligible to participate.

29.02 All benefit plans specified in this Article 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 the Collective Agreement 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 grievance, mediation and arbitration provisions of this Agreement. The Union shall be provided with a copy of these conditions upon request.

29.03 The benefits as referred to in the College Benefits 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 (62%) percent (College) and thirty–eight (38%) percent (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.

29.04 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 Director, Human Resources and/or College will provide updates, on the Plans, through the Employee Management Advisory Committee on any issues affecting members.

29.05 (a) 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 Dismemberment insurance for death or injury occurring while on Employer business; and

(ii) Cash in lieu of other benefits as outlined in clause 29.03 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.

(b) Term employees will be eligible for benefits as outlined in clauses 29.01, 29.02, 29.03 and 29.04 on the first day of the month following completion of the twelve (12) months of uninterrupted service.

ARTICLE 30

EMPLOYMENT INSURANCE PREMIUM REDUCTION

30.01 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 health benefits insurance covering Employees to which this Collective Agreement applies.

30.02 The premium reduction referred to in Clause 30.01 shall be recognized as the Employee's contribution towards the health benefits and insurance provided.

ARTICLE 31

PAID HOLIDAYS

31.01 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)	

31.02 If a municipality does not proclaim a civic holiday as specified in Clause 31.01, the first Monday in August shall be observed as such holiday.

31.03 When a day designated as a holiday under Clause 31.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.

31.04 When a day designated as a holiday under Clause 31.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.

31.05 When an Employee works on one of the holidays listed in Clause 31.01, 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.

31.06 When an Employee is called back to work on a paid holiday, he shall be compensated in accordance with the provisions of Article 17 Call Back and Clause 31.05 does not apply.

31.07 Authorized travel on Employer business on a paid holiday shall be compensated at straight time pay or equivalent time off.

ARTICLE 32

ANNUAL VACATION LEAVE

32.01 An Employee shall not take vacation leave without prior authorization from the Employing Department.

32.02 Vacation entitlements with pay, shall be as follows:

(a) An employee shall receive one point two five (1.25) days of vacation per month for up to seven (7) years of service.

(b) An employee shall receive 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.

Vacation is earned provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.

32.03 All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 32.11.

32.04 If one or more paid holiday's falls during an Employee's annual vacation period, another day or day may be added at the end of the vacation period or at a time authorized by the Employer.

32.05 An Employee shall earn vacation leave pursuant to Clause 32.02 when authorized, during the following absences:

(a) the first forty-four (44) consecutive work days of sick leave or absence during Worker's Compensation Supplement; or

(b) any other leave of absence with or without pay for the first twenty-two (22) work days.

32.06 Vacation leave may be taken in one continuous period or in separate periods.

32.07 (a) Except as is otherwise provided herein vacation leave in respect of each year of service shall be taken:

(i) within twelve (12) months after earning that vacation; and

(ii) at such time or times as may be approved by the Employer.

(b) If vacation cannot be taken with twelve (12) months of being earned the employee must take a payout for any days remaining after 12 months of being earned.

(c) If an Employee, for sufficiently valid personal reasons, wishes to take his vacation leave or part thereof within six (6) months after the end of the twelve (12) month period specified in Sub-Clause (a) of this Clause, he shall be permitted to do so at such time or times as the Employer may approve.

(d) An employee may ask for a payout of vacation for extraordinary circumstances but must take a minimum of ten (10) workdays of vacation of which five (5) must be continuous. This request must be operationally feasible and the College must have sufficient resources available to pay. The College reserves the right for final approval and the decision is final and binding on the employee and the College.

32.08 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.

32.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

32.10 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 Clause 12.05 shall apply.

32.11 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.

32.12 The Employing Department shall, subject to the operational requirements of the Department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.

ARTICLE 33

SPECIAL LEAVE

33.01 An employee who requires time off from work may be granted special leave without loss of pay upon approval of the Manager at the work place. 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 33.02:

(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 sub-clause 33.02(b); leave of absence of one (1) day will be granted where operational requirements permit and subject to the approval of the Employer. Additional time based on extenuating circumstances may be considered by the employer.

(i) be present at birth or adoption proceedings of an Employee's child or grandchild;

(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.

33.02 For purposes of determining eligibility for special leave under clause 33.01, 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 the employee's family. Family means 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, or the husband or wife of any of them. 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 or travel from isolated areas 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 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 (eg. flood, fire, 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 Employer.

(h) wellness day – three (3) days will be allowed for a wellness day. This special leave day requires prior approval from the employer. The days may be used in each 12 month calendar period.

33.03 Two weeks notice may be required for leave requested under Clause 33.02 sub-clause (d), (e) and (h).

33.04 Any additional leave requested shall be subject to the College's guidelines and procedures

ARTICLE 34

MILITARY LEAVE

34.01 The Employing Department may grant military leave to an Employee:

(a) where his services are required by the Department of National Defense to meet a civil emergency, for the duration of the emergency;

(b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; and

(c) where he volunteers for military training, special training, or special duty, for a period not exceeding six (6) weeks.

34.02 Where military leave is approved an Employee shall not be required to forfeit any of his vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

34.03 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

34.04 When an Employee has been granted military leave in accordance with Sub-Clause 34.01(c) or Clause 34.03, and that Employee produces a letter from National Defense Headquarters to the College, stating the amount paid by the Department of National Defense to such Employee, that Employee shall receive his full rate of pay from the Employer, less the amount he received from the Department of National Defense.

ARTICLE 35

MATERNITY LEAVE

35.01 Entitlement

(a) A pregnant Employee who has been employed for at least 90 days is entitled to maternity and parental leave without pay.

(b) The maternity leave to which a pregnant Employee is entitled is a period of not more than 16 weeks starting at any time during the 13 weeks immediately before the estimated date of delivery.

(c) A pregnant Employee who has been employed for at least ninety (90) days 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 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 Article 27.

(d) Subject to Article 35.02(b) the College shall not deny the pregnant Employee the right to continue employment during the period of 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.

35.02 Commencement of Maternity Leave

(a) Maternity leave shall commence at a time requested by the Employee, within thirteen (13) weeks of the estimated delivery date, but no later than the date of birth of the child. Written application must be made at least four (4) 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 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.

(c) Once the Employee has completed her maternity leave she becomes eligible for Parental Leave pursuant to Article 36.

ARTICLE 36

PARENTAL AND ADOPTION LEAVE

36.01 Entitlement

An Employee is entitled to parental leave as follows:

(a) in the case of an Employee entitled to maternity leave, a period of not more than 62 consecutive weeks of unpaid leave immediately following the last day of maternity leave;

(b) in the case of a parent who has been employed by the College for at least 90 days, a period of not more than 62 consecutive weeks of unpaid leave within 78 weeks after the child's birth;

(c) in the case of an adoptive parent who has been employed by the College for at least 90 days, a period of not more than 62 consecutive weeks of unpaid leave with 78 weeks after the child is placed with the adoptive parent for the purpose of adoption.

If Employees described under this clause 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.

36.02 Commencement of Parental and Adoption Leave

(a) An Employee must give the Employer at least four (4) 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 clause 35.02 above is deemed to be notice of parental leave under this clause unless the notice specifically provides that it is not notice of parental leave, in which case this clause applies.

(d) Employees who intend to share parental leave must advise the College of their intention to share parental leave.

(e) Employees must immediately inform the Human Resources office of any change of address.

(f) An Employee who at the commencement of Parental and Adoption Leave is participating in the College's Benefits Plans shall be eligible to participate in these Plans throughout the period the Employee is on leave, and the Employer and Employee premium contributions if applicable shall continue, subject to the Plans entitlements and limitations.

36.03 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's 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 four (4) week's written notice of the date on which the Employee intends to return to work and in any event not later that four (4) weeks before the end of the leave period to which the Employee is entitled or four (4) 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 four (4) 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 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.

ARTICLE 37

COURT LEAVE

37.01 When an Employee 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 is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.

37.02 When an Employee is subpoenaed as a witness in his private capacity:

(a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer;

(b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any monies receivable by him shall be paid to the Employer.

ARTICLE 38

EMPLOYEE–MANAGEMENT ADVISORY COMMITTEE

38.01 The Parties agree to establish an Employee-Management Advisory Committee (EMAC) consisting of an equal number of representatives of the College's employee and employer groups. The committee shall determine the terms of reference. The committee may deal with any matter of mutual concern arising from both the administration of the Collective Agreement and the related College guidelines.

ARTICLE 39

PARKING

39.01 An Employee working at Portage College shall not be charged a fee for unreserved parking space.

ARTICLE 40

LEAVE WITHOUT PAY

40.01 An Employee may request Leave Without Pay for up to two (2) years. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer, the Leave Without Pay shall be granted.

40.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

40.03 An Employee who at the commencement of Leave Without Pay is participating in the College Benefit Plans shall continue to be eligible to participate in these Plans throughout the total period the Employee is on Leave Without Pay subject to the Plans entitlements and limitations. The Employer and Employee premium contributions shall continue.

40.04 Should an employee not return to the College after Leave Without Pay he shall be deemed to have resigned and no severance shall be paid.

ARTICLE 41

TERM AND EFFECTIVE DATE

41.01 This Agreement shall be effective from July 1, 2017 until June 30, 2020, unless otherwise noted, and shall remain in effect thereafter until a replacement Agreement is established, pursuant to the *Public Service Employee Relations Act*.

ARTICLE 42

PRINTING OF AGREEMENTS

42.01 The revised Collective Agreement shall be printed at the College.

42.02 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one copy of the Collective Agreement.

42.03 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 43

PROTECTIVE CLOTHING

43.01 Protective clothing and safety equipment shall be provided in accordance with the Occupational Health and Safety Act.

Security clothing and other uniformed or College required clothing, shall be supplied, repaired or replaced on approval of the department Manager.

43.02 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of one hundred and twenty dollars ($120.00) per annum.

43.03 Where the Employer determines that prescription safety eyewear is necessary, the Employer shall pay to each such eligible Employee upon production of receipt the cost of such prescription safety eyewear up to a maximum of three hundred dollars ($300.00) once every two years.

ARTICLE 44

RATES OF PAY

44.01 An Employee will receive one (1) increment for work satisfactorily performed upon the Employee's anniversary date, to the maximum of the salary range for the classification. In the event the Employer has cause to withhold an Employee's increment, the Employee must be notified in writing before the due date of the increment otherwise the increment shall not be withheld.

44.02 An apprentice shall receive a percentage of the appropriate tradesman job rate, as specified in regulations issued pursuant to the Apprenticeship and Industry Training Act.

ARTICLE 45

ACADEMIC ALLOWANCE

45.01 When an Employee is authorized to perform, in addition to his normal job duties, part-time or temporary instructional work, he shall be credited with one (1) hour time off with pay for each hour worked in the classroom in addition to receiving his regular rate of pay.

45.02 Subject to 45.03 the time off referred to in 45.01 shall be taken at a time mutually agreeable to the Employer and the Employee. However, if the time off cannot be taken at a mutually agreeable time, the Employee shall receive the equivalent of the credited time off in a cash settlement.

45.03 The Employee shall be entitled to claim up to five (5) earned work days off at a time mutually agreeable to the Employee and the Employer in any academic year. An academic year for this Article shall be defined as July 1 to June 30.

45.04 For the purposes of this Article, "instructional work" requires the preparation, course delivery and student evaluation of credit courses or programs. Without limiting the generality of the foregoing, the following activities do not constitute "instructional work": any responsibilities that make up the Employee's normal job duties, special presentations, implementing interventions, tutoring or supervising students, marking papers, supervising examinations, demonstrating equipment or procedures, providing rehabilitative services, and using assistive technologies with students.

ARTICLE 46

PROFESSIONAL DEVELOPMENT

46.01 The College and Local 071 Chapter 008 members recognize their responsibility to both maintain and develop skills needed to keep themselves current in their various specializations as well as potential future requirements of their employment at the College. Portage College will support these endeavors by providing both opportunity and financial assistance.

46.02 The College will establish and maintain a professional development fund for AUPE staff consisting of an annual budget allocation thirty eight thousand dollars ($38,000) for each full-time and part-time or continuous or term AUPE position in a fiscal year. This fund may also be supplemented from time to time by the College to provide College-directed professional development.

Any surplus funds at the end of a fiscal year will be carried forward to the next fiscal year.

The College staff professional development guidelines shall apply.

Any alterations to the guideline shall be mutually agreed upon through the Employee Management Advisory Committee.

46.03 The Employer may provide financial assistance as appropriate, which may include time off without loss of regular earnings, registration fees, travel assistance (including kilometerage and other related costs (hotels etc.)) in accordance with Portage College Staff Professional Development Guidelines and Procedures.

ARTICLE 47

JOB OPPORTUNITIES

47.01 The Employer will inform all Employees of any Continuous, Continuous Term, and Term job opportunities that become available within the College.

47.02 Where the Employer decides to fill a vacant position covered by this agreement, the vacancy shall be posted on the Portage College website and the HR bulletin board for a minimum of seven (7) days.

47.03 In filling the vacancies the Employer will select the most suitable candidate. The selection shall be based on the education, qualifications, experience, personal suitability, skills and abilities required for the position.

47.04 If the successful candidate filling a vacancy is internal, the transferred Employee may request to return to their previous position, provided the previous position is vacant. The Employer will review the request and determine if the Employee can return. If the previous position is filled, the request will not be considered.

ARTICLE 48

JOB CLASSIFICATIONS

48.01 The Employer may alter and/or establish classifications and set salary scales related thereto during the term of this Agreement provided, however, in such an event the Employer shall notify the Union of such alterations and/or new classifications and the proposed compensation related thereto.

48.02 If the proposed compensation is in dispute and is not resolved by consultation with the Employer, the Union may, within fourteen (14) work days of the date the Union received the notice referred to above, submit the proposed compensation to Arbitration for settlement in accordance with Article 25 – Grievance Procedure. If such fourteen (14) work day period elapses without agreement between the Employer and the union and without a grievance being filed, the compensation proposed by the Employer shall apply.

48.03 When the Union or the Employee fails to process the matter within the time limits specified in this Article the matter will be deemed to have been abandoned. The time limit in this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.

48.04 When the Employer establishes new or altered classifications and provides written notice to the Union after notice has been given by either Party to commence Collective Bargaining pursuant to the Act, the provisions of Clauses 48.01 and 48.02 shall not apply. The rates of pay and other issues shall be subject to collective bargaining under the Act.

48.05 An Employee may make a request in writing to the Director, Human Resources to have his position reviewed provided:

(a) the duties and/or responsibilities of the position have been significantly changed since the last review;

(b) the last review of the position was completed and, if applicable, an appeal decision was rendered pursuant to Clause 48.09, at least twelve (12) months prior to the request;

(c) the Employee has prior discussion with his immediate Supervisor/Manager; and

(d) subject to Clause 48.05(b) above, the Employee believes his position is incorrectly classified.

48.06 A request made by an Employee in accordance with Clause 48.05 will be considered by Human Resources and a decision in writing will be provided to the Employee.

48.07 An Employee wishing to appeal any classification decision shall submit written notification to the President or his alternate within twenty-one (21) days of receipt of the decision.

48.08 An Employee is entitled to have a Union representative assist her during the appeal process.

48.09 The President or his alternate, within thirty (30) days of the appeal shall hear the appeal. The Employee and the Chapter Secretary shall be advised in writing within fourteen (14) days of the date of the hearing of the decision of the President or his alternate. Such decision shall be final and binding on all concerned.

48.10 Time limits as specified in this Article may be extended by mutual agreement of the Director, Human Resources and the Chapter but, such agreement shall be in writing.

48.11 An Employee who is reclassified to a different classification with a lower maximum salary range, shall have his existing normal rate of pay frozen for a period of twenty four (24) months from the date of the reclassification, or until such time as the salary range for the new classification, equals or surpasses the Employee's frozen rate of pay. If at the end of the of twenty four (24) month period the Employee's frozen rate of pay has not equaled or surpassed the maximum step in the salary range for the new lower classification, his normal rate of pay shall be adjusted to the appropriate rate of pay in the new salary range.

ARTICLE 49

PAID DAYS OFF

49.01 All Continuous, Continuous Term, and Term Employees are entitled to take three (3) paid days off per year. These three (3) paid days off are to be taken between Christmas and New Year's except where operational requirements do not permit. Days off, including alternate days off if applicable, shall be designated by the Employer.

49.02 When a Continuous, Continuous Term and Term Employee is required by the Employer to work on one of the paid days off specified in Clause 49.01 above, the Employee shall receive compensation at his regular salary for all hours worked up to the equivalent of full normal daily hours.

ARTICLE 50

INCLUSIVE WORKPLACE

50.01 The Employer recognizes that all people are equal in dignity, rights and responsibilities regardless of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

50.02 There shall be no discrimination, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of membership or non-membership or activity in the Union nor in respect of an Employee or Employer exercising any right conferred under this collective Agreement or any applicable law of Alberta or Canada.

ARTICLE 51

PUBLIC SERVICE PENSION PLAN

51.01 The Employer shall provide participation in the Public Service Pension Plan (PSPP) in accordance with the regulations of the plan.

51.02 Participation for eligible employees will commence in accordance with the Plan.

Schedule A
Effective July 1, 2017-0%
Salary Grids Based on 36.25 hour work week (1892 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
1	112	162	126	32,772	33,840	34,968	36,132	37,320	38,544	39,828	41,136	42,492
				2,731	2,820	2,914	3,011	3,110	3,212	3,319	3,428	3,541
				17.32	17.89	18.48	19.1	19.73	20.37	21.05	21.74	22.46
2	163	173	168	37,236	38,448	39,708	41,028	42,372	43,800	45,228	46,716	48,264
				3,103	3,204	3,309	3,419	3,531	3,650	3,769	3,893	4,022
				19.68	20.32	20.99	21.68	22.4	23.15	23.9	24.69	25.51
3	174	216	195	43,260	44,688	46,152	47,688	49,236	50,868	52,548	54,300	56,100
				3,605	3,724	3,846	3,974	4,103	4,239	4,379	4,525	4,675
				22.86	23.62	24.39	25.21	26.02	26.89	27.77	28.7	29.65
4	217	259	238	45,744	47,256	48,816	50,424	52,092	53,808	55,596	57,420	59,316
				3,812	3,938	4,068	4,202	4,341	4,484	4,633	4,785	4,943
				24.18	24.98	25.8	26.65	27.53	28.44	29.38	30.35	31.35
5	260	299	280	46,572	48,108	49,704	51,336	53,040	54,780	56,592	58,464	60,408
				3,881	4,009	4,142	4,278	4,420	4,565	4,716	4,872	5,034
				24.62	25.43	26.27	27.13	28.03	28.95	29.91	30.9	31.93
6	300	399	350	52,608	54,360	56,160	57,996	59,904	61,884	63,924	66,024	68,244
				4,384	4,530	4,680	4,833	4,992	5,157	5,327	5,502	5,687
				27.81	28.73	29.68	30.65	31.66	32.71	33.79	34.9	36.07
7	400	465	433	59,100	61,044	63,048	65,124	67,260	69,516	71,784	74,172	76,608
				4,925	5,087	5,254	5,427	5,605	5,793	5,982	6,181	6,384

Schedule B

Effective July 1, 2017-0%

Salary Grids Based on 40 hour work week (2088 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
1a	112	162	126	36,168	37,368	38,592	39,864	41,184	42,540	43,956	45,396	46,884
				3,014	3,114	3,216	3,322	3,432	3,545	3,663	3,783	3,907
				17.32	17.9	18.48	19.09	19.72	20.37	21.05	21.74	22.45
5a	260	299	280	51,396	53,088	54,852	56,652	58,524	60,468	62,436	64,500	66,636
				4,283	4,424	4,571	4,721	4,877	5,039	5,203	5,375	5,553
				24.61	25.43	26.27	27.13	28.03	28.96	29.9	30.89	31.91
6a	300	359	330	58,056	59,976	61,932	63,996	66,120	68,304	70,548	72,876	75,264
				4,838	4,998	5,161	5,333	5,510	5,692	5,879	6,073	6,272
				27.8	28.72	29.66	30.65	31.67	32.71	33.79	34.9	36.05

Schedule C

Effective July 1, 2017-0%

Salary Grids Based on 37.5 hour work week (1958 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
3b	174	216	195	44,736	46,212	47,748	49,332	50,952	52,620	54,372	56,160	58,020
				3,728	3,851	3,979	4,111	4,246	4,385	4,531	4,680	4,835
				22.85	23.6	24.39	25.2	26.02	26.87	27.77	28.68	29.63
6b	300	399	350	54,432	56,232	58,080	60,000	61,956	64,020	66,144	68,328	70,572
				4,536	4,686	4,840	5,000	5,163	5,335	5,512	5,694	5,881
				27.8	28.72	29.66	30.64	31.64	32.7	33.78	34.9	36.04

Cafeteria Worker

1c	Hire Rate	Job Rate
	29,736	30,720
	2,478	2,560
	15.72	16.24

Schedule A
Effective July 1, 2018-0%
Salary Grids Based on 36.25 hour work week (1892 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
1	112	162	126	32,772	33,840	34,968	36,132	37,320	38,544	39,828	41,136	42,492
				2,731	2,820	2,914	3,011	3,110	3,212	3,319	3,428	3,541
				17.32	17.89	18.48	19.1	19.73	20.37	21.05	21.74	22.46
2	163	173	168	37,236	38,448	39,708	41,028	42,372	43,800	45,228	46,716	48,264
				3,103	3,204	3,309	3,419	3,531	3,650	3,769	3,893	4,022
				19.68	20.32	20.99	21.68	22.4	23.15	23.9	24.69	25.51
3	174	216	195	43,260	44,688	46,152	47,688	49,236	50,868	52,548	54,300	56,100
				3,605	3,724	3,846	3,974	4,103	4,239	4,379	4,525	4,675
				22.86	23.62	24.39	25.21	26.02	26.89	27.77	28.7	29.65
4	217	259	238	45,744	47,256	48,816	50,424	52,092	53,808	55,596	57,420	59,316
				3,812	3,938	4,068	4,202	4,341	4,484	4,633	4,785	4,943
				24.18	24.98	25.8	26.65	27.53	28.44	29.38	30.35	31.35
5	260	299	280	46,572	48,108	49,704	51,336	53,040	54,780	56,592	58,464	60,408
				3,881	4,009	4,142	4,278	4,420	4,565	4,716	4,872	5,034
				24.62	25.43	26.27	27.13	28.03	28.95	29.91	30.9	31.93
6	300	399	350	52,608	54,360	56,160	57,996	59,904	61,884	63,924	66,024	68,244
				4,384	4,530	4,680	4,833	4,992	5,157	5,327	5,502	5,687
				27.81	28.73	29.68	30.65	31.66	32.71	33.79	34.9	36.07
7	400	465	433	59,100	61,044	63,048	65,124	67,260	69,516	71,784	74,172	76,608
				4,925	5,087	5,254	5,427	5,605	5,793	5,982	6,181	6,384
				31.24	32.26	33.32	34.42	35.55	36.74	37.94	39.2	40.49

Schedule B

Effective July 1, 2018-0%

Salary Grids Based on 40 hour work week (2088 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
1a	112	162	126	36,168	37,368	38,592	39,864	41,184	42,540	43,956	45,396	46,884
				3,014	3,114	3,216	3,322	3,432	3,545	3,663	3,783	3,907
				17.32	17.9	18.48	19.09	19.72	20.37	21.05	21.74	22.45
5a	260	299	280	51,396	53,088	54,852	56,652	58,524	60,468	62,436	64,500	66,636
				4,283	4,424	4,571	4,721	4,877	5,039	5,203	5,375	5,553
				24.61	25.43	26.27	27.13	28.03	28.96	29.9	30.89	31.91
6a	300	359	330	58,056	59,976	61,932	63,996	66,120	68,304	70,548	72,876	75,264
				4,838	4,998	5,161	5,333	5,510	5,692	5,879	6,073	6,272
				27.8	28.72	29.66	30.65	31.67	32.71	33.79	34.9	36.05

Schedule C

Effective July 1, 2018-0%

Salary Grids Based on 37.5 hour work week (1958 hours)

Band	Minimum	Maximum	Midpoint	Min	2	3	4	5	6	7	8	9
3b	174	216	195	44,736	46,212	47,748	49,332	50,952	52,620	54,372	56,160	58,020
				3,728	3,851	3,979	4,111	4,246	4,385	4,531	4,680	4,835
				22.85	23.6	24.39	25.2	26.02	26.87	27.77	28.68	29.63
6b	300	399	350	54,432	56,232	58,080	60,000	61,956	64,020	66,144	68,328	70,572
				4,536	4,686	4,840	5,000	5,163	5,335	5,512	5,694	5,881
				27.8	28.72	29.66	30.64	31.64	32.7	33.78	34.9	36.04

Cafeteria Worker

1c	Hire Rate	Job Rate
	29,736	30,720
	2,478	2,560
	15.72	16.24

SALARY SCHEDULES AND RATES OF PAY

The Rates of Pay contained in Schedules "A", "B" and "C" shall be subject to the following

Year 1 (July 1, 2017 to June 30, 2018) – zero percent (0%) increase.

Year 2 (July 1, 2018 to June 30, 2019) – zero percent (0%) increase.

Year 3 (July 1, 2019 to June 30, 2020) – Wage Re-opener.

The parties agree that the Wage Re-opener shall be limited to:

A general wage review for the Rate of Pay in Year 3 (July 1, 2019 to June 30, 2020) a contained in Schedules "A", "B" and "C" of the Collective Agreement.

The Wage Re-opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either party.

If the Parties have not been able to agree upon the Rate of Pay for Year 3, on or before Aug 30, 2019, either Party may give written notice to the other Party of its desire to submit the i to interest arbitration before a three-member panel comprised of a nominee of both parties a chair chosen by the Parties. The arbitration board shall not commence before September 2019. ***

If the parties are unable to agree upon the chair, the Director of Mediation Services shall ch the chair. The arbitration hearing shall be held no later than December 21, 2019. In reachin decision, the arbitration panel shall consider the matters identified in section 38 of the Pub Service Employee Relations Act.

* The Parties acknowledge that AUPE has filed a court challenge to Bill 9. Additionally AU filed a Statement of Claim in the Court of Queens' Bench of Alberta on the grounds that Bi a violation of the Charter of Rights and Freedoms.

Classification Listing

Band	Minimum	Maximum	Midpoint	Classification
1	112	162	126	Administrative Support - Basic
				Conferencing Support
				Retail Assistant
1A	112	162	126	Grill Cook Basic
1C	Hire Rate	Job Rate		Cafeteria Worker
2	163	173	168	Administrative Support - Elementary
				Catering & Retail Support
				Facilities Worker II
3	174	216	195	Administrative Support - Intermediate
				Awards Officer
				Business Development Officer
				Central Duplicating Officer
				Circulation Assistant
				Housing Business Officer
				Junior Community Recruiter
				Learning Technology Support
				Facilities Worker - Intermediate
3B	174	216	195	Campus Security
4	217	259	238	Administrative Support - Senior
				Building Operator
				Graphics and Media Developer
				Library Services Assistant
				Marketing Specialist
				Student Advisor - Intermediate
				Student Mentor - Intermediate
				Purchasing and Receiving Clerk
				Student Information Facilitator
5	260	299	280	Bookstore Supervisor
				Education Assistant
				Executive Assistant
				Finance Clerk
				Information Officer
				Learning Assistant
				Family Literacy Liaison

Band	Minimum	Maximum	Midpoint	Classification
5A	260	299	280	Grill Cook - Intermediate
6	300	399	350	Be Fit For Life Worker
				Building Operator - Senior
				Career Counsellor
				Community Liaison Officer
				Contract Administrator
				Learning Technology Support - Senior
				Mental Health Worker
				Student Advisor - Senior
				Student Housing Maintenance - Senior
				Student Recruitment - Supervisor
6A	300	359	330	Grill Cook - Supervisor
6B	300	399	350	Campus Security - Supervisor
7	400	465	433	Library Services Supervisor

IN WITNESS WHEREOF the parties have attached their signatures and seals this 17TH day of March 2020 A.D.

On behalf of Portage College Employees:

Board Chair

Witness

College President

Witness

On behalf of the Alberta Union of Provincial Employees:

President

Witness

LETTER OF UNDERSTANDING #1

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Collective Agreement Preparation

Following ratification of a Memorandum of Agreement by both Parties, the Employer shall prepare the Collective Agreement incorporating all the ratified changes.

The Union shall proof the draft agreement prepared by the College and return it within 30 calendar days.

FOR PORTAGE COLLEGE

DATE: MARCH 24, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #2

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Programs

The Parties agree that services necessary for the operation of programs offered by Continuing Education at the College will be purchased by the Employer on a fee-for-service or wage basis participation by an Employee in the above programs, on a fee-for-service or wage basis, shall be voluntary.

FOR PORTAGE COLLEGE

DATE: March 24, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March ~~26~~ 17, 2020

LETTER OF UNDERSTANDING #3

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Certification Stipend

A stipend of five hundred ($500.00) dollars per month may be authorized by the Executive Committee if the College deems an incumbent's certification to be relevant and necessary. The College will review the stipend yearly and maintains the right to implement change and discontinue this addition to the employee's salary. The decision of the Executive Committee to authorize the stipend is final and binding and cannot be the subject of a grievance.

FOR PORTAGE COLLEGE

DATE: March 24, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #4

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Contracting Out Notification

Where the Employer finds it necessary to contract out work resulting in the loss of regular hours of work of Employees covered by this Agreement, the Employer shall notify the Local Union not less than sixty (60) days in advance of such change and shall meet with the Local Union to provide notice of the contracting out.

FOR PORTAGE COLLEGE

DATE: March 20, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #5

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Workload Review Process

Where an Employee of group of Employees are concerned with their workloads are excessive, as defined in this Letter of Understanding, the Employee or group of Employees may raise the concern to the Manager, equivalent position, or designate in writing. The Manager, equivalent position, or designate shall meet with the Employee or group of Employees within ten (10) workdays of the concern being raised to discuss and resolve the concern. The Manager shall provide a response in writing and their decision shall be final and binding.

The time limits in the Workload Review Process may be adjusted by mutual agreement of the Parties.

A representative of the Union may assist an Employee or group of Employees during the Workload Review Process.

The Workload Review Process and any decisions made as a result thereof by the Employer shall not be subject to the Grievance Procedure set out in Article 25.

FOR PORTAGE COLLEGE

DATE: March 20, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #6

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Exclusions

Any Exempty/Excluded Support Staff positions that were previously excluded under section 12.1(f) of *Public Service Employee Relations Act* (PSERA) and which are no longer statutorily excluded from the AUPE bargaining unit because of amendments to *Public Service Employee Relations Act* (PSERA) by *Bill 29: Public Service Employee Relations Amendment Act*, 2018 effective June 1, 2019 may be reviewed by the Alberta Labour Relations Board upon application by AUPE.

In the event some other representative group, Union or Association makes application for determination or certification, AUPE can object and be proactive by filing the necessary applications to the Board. This Letter of Understanding does not bar any AUPE applications.

All terms of this Letter of Understanding are ultimately subject to any order of the Alberta Labour Relations Board under s.58.6 of the *Labour Relations Code*.

FOR PORTAGE COLLEGE

DATE: March 20, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #7

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Unpaid Leaves of Absence Under the Employment Standards Code Alberta

The Employer shall provide the following unpaid leaves of absence in accordance with the requirements of the *Employment Standards Code*, Alberta, as amended from to time:

1. Compassionate Care Leave

   An Employee who has been employed by Portage College for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks for the purpose of providing care or support to a seriously ill family member, in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

2. Critical Illness Of A Child Leave

   An employee who has been employed by Portage College for at least 90 days will be granted unpaid leave up to 36 weeks of job protection for or the purpose of providing care or support to their child in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

3. Death Or Disappearance Of A Child Leave

   An employee who has been employed by Portage College for at least 90 days will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with the *Employment Standards Code.*

4. Domestic Violence Leave

   An employee who is a victim of domestic violence and has been employed by Portage College for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the *Employment Standards Code.*

5. Family Responsibility Leave

   An employee who has been employed by Portage College for at least 90 days is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary to meet their family responsibilities in relation to a family member in accordance with the *Employment Standards Code.*

6. Citizenship Ceremony Leave

An employee who has been employed with Portage College for at least 90 days is entitled to up to a half-day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada) and regulations made under that Act.

FOR PORTAGE COLLEGE

DATE: March 20, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020

LETTER OF UNDERSTANDING #8

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Health Spending Account (HSA)

Effective July 1, 2019 the annual Health Spending Account entitlement provided in accordance with the Extended Health Benefit Plan shall be increased to six hundred and eighty ($680.00) dollars per year (pro-rated for employees commencing employment during a benefit year) for eligible employees participating in the Extended Health and Extended Dental Plans.

Effective June 30, 2020 the Employer will convert the current Health Spending Account (HAS) to a new Flexible Spending Account (FSA) with an annual entitlement effective July 1, 2020 of six hundred and eighty ($680.00) dollars per year (pro-rated for employees commencing employment during a benefit year) for eligible employees participating in the Extended Health and Extended Dental Plans.

The Employer shall consult with the Local Union through the EMAC as regards to the creation of the FSA.

FOR PORTAGE COLLEGE

DATE: March 20, 2020

FOR THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

DATE: March 17, 2020