

STRIKETHROUGH denotes deletion

BOLD denotes new

Article #	Title	Signed Off Date	Old Language	New Language
1	Definitions	June 29, 2021	1.01	1.01
			In this Agreement, unless the context otherwise requires:	In this Agreement, unless the context otherwise requires:
			(a) A word used in the masculine gender applies also in the feminine;	(a) A word used in the masculine gender applies also in the feminine; This document uses "they/them/their" pronouns which is intended to include all genders, gender identity, and gender expression.
			(b) A word used in the singular may also apply in the plural;	"They/them/their" includes both plural and the singular;
			(c) "Act" means <i>The Public Service Employee Relations Act</i> ;	(b) A word used in the singular may also apply in the plural;
			(d) "President" means the Chief Executive Officer of Medicine Hat College;	(c) "Act" means <i>The Public Service Employee Relations Act</i> ;
			(e) "Local" means Local 071/005 of the Alberta Union of Provincial Employees;	(d) "President" means the Chief Executive Officer of Medicine Hat College;
			(f) "Union" means the Alberta Union of Provincial Employees;	(e) "Local" means Local 071/005 of the Alberta Union of Provincial Employees;
			(g) "Employer" means the Board of Governors of Medicine Hat College;	(f) "Union" means the Alberta Union of Provincial Employees;
			(h) "Employee" means all of the support staff of Medicine Hat College included in the Bargaining Unit. An Employee may be employed on a Full-time or Part-time basis within each appointment type.	(g) "Employer" means the Board of Governors of Medicine Hat College;
			Employment Status	(h) "Employee" means all of the support staff of
			(i) "Full-time	

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			<p>Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours as outlined in Article 9 Hours of Work.</p> <p>(ii) "Part-time Employees" are engaged to perform work that is a minimum of at least twenty (20) hours per week or the annual equivalent, on an established schedule but less than the normal daily or weekly hours as outlined in Article 9 Hours of Work.</p> <p>Appointment Type</p> <p>(i) "Regular Employees" are engaged on either a Full-time or Part-time basis to perform duties which are of a continuous nature of indefinite extent. Such Employees</p>	<p>Medicine Hat College included in the Bargaining Unit. An Employee may be employed on a Full-time or Part-time basis within each appointment type.</p> <p>Employment Status</p> <p>(i) "Full-time Employees" are engaged to perform work on an established schedule based on the normal daily and weekly hours as outlined in Article 9 Hours of Work.</p> <p>(ii) "Part-time Employees" are engaged to perform work that is a minimum of normally at least twenty (20) hours per week or the annual equivalent, on an established schedule but less than the normal daily or weekly hours as outlined in Article 9 Hours of Work.</p> <p>Appointment Type</p>

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			are hereinafter referred to as "Regular Full-time Employees" or "Regular Part-time Employees".	(i) "Regular Employees" are engaged on either a Full-time or Part-time basis to perform duties which are of a continuous nature of indefinite extent. Such Employees are hereinafter referred to as "Regular Full-time Employees" or "Regular Part-time Employees".
			(ii) "Sessional Employees" are engaged on either a Full-time or Part-time basis for specified periods of employment that exceed a minimum of eight (8) months per year, but less than twelve (12) months per year, every year of a recurring nature. Such Employees are hereinafter referred to as "Sessional Full-time Employees" or "Sessional Part-time Employees".	(ii) "Sessional Employees" are engaged on either a Full-time or Part-time basis for specified periods of employment that exceed a minimum of eight (8) months per year, but less than twelve (12) months per year, every year of a recurring nature. The number of assigned months per year and hours per week may vary from year to
			(iii) "Temporary Employees" are engaged on either a Full-time or Part-time basis to replace Employees who are absent on an approved	

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			<p>leave(s). A Regular, Sessional or Recurring Seasonal Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular or Sessional Employee, whichever is applicable.</p>	<p>year. Such Employees are hereinafter referred to as "Full-time Sessional Full- time Employees" or "Part-time Sessional Part- time Employees".</p>	
			(iii)	<p>"Temporary Employees" are engaged on either a Full-time or Part-time basis to replace Employees who are absent on an approved leave(s). A Regular, Sessional or Recurring Seasonal Employee who applies for and is successful on a Temporary posting shall maintain their status as a Regular or Sessional Employee, whichever is applicable.</p>	
			(iv)	<p>"Recurring Seasonal Employees" are non-students engaged on a part time basis for specific departmental/pr ogram assignment(s) of a recurring nature to perform work that is a minimum of ten (10) hours per week, but less than twenty (20) hours per week, that occurs a minimum of eight (8) months per year, every</p>	<p>(iv) "Conditionally Funded Temporary</p>

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			<p>year.</p> <p>(v) "Casual Employees" are Employees who cannot be defined as Regular, Sessional, Temporary or Recurring Seasonal Employees. It is agreed that Casuals will not be employed to perform work that is known to be of a Regular, Sessional, Recurring Seasonal or Temporary nature. Casual Employees will not be employed for a continuous period exceeding six (6) months in the same job. There is no guarantee of continued hours or duration of employment. The period of employment may be extended by mutual agreement of the Parties in</p>	<p>Employees" are engaged on either a Full-time or Part-time basis for a definite period not to exceed three (3) years where funding is contingent upon on-going approval from a third party to this Agreement. A Regular, Sessional or Recurring Seasonal Employee who applies for and is successful on a Conditionally Funded Temporary posting shall maintain their status as a Regular or Sessional Employee, whichever is applicable.</p> <p>(iv) "Recurring Seasonal Employees" are non-students engaged on a part time basis for specified periods of</p>

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			writing.	
			(i) "Union Steward" means an Employee in the Bargaining Unit duly elected or appointed to act on behalf of the Employees.	employment that exceed a minimum of eight (8) months, but less than twelve (12) months per year, every year to perform specific departmental/program assignment(s) of a recurring nature. The hours of work will normally be to perform work that is a minimum of ten (10) hours per week, but less than twenty (20) hours per week, that occurs a minimum of eight (8) months per year, every year. averaged over the season. Hours per week and months per year may vary each year in this appointment type.
			(j) "Union Representative" means a person employed by the Union and represents the Union or the Members.	
				(vi) "Casual Employees" are Employees who cannot be defined as

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				<p>Regular, Sessional, Temporary or Recurring Seasonal Employees. It is agreed that Casuals will not be employed to perform work that is known to be of a Regular, Sessional, Recurring Seasonal or Temporary nature. Casual Employees will not be employed for a continuous period exceeding six (6) twelve (12) months in the same job. There is no guarantee of continued hours or duration of employment. The period of employment may be extended by mutual agreement of the Parties in writing.</p> <p>(i) "Union Steward" means an Employee in the Bargaining Unit duly elected or appointed to</p>

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				act on behalf of the Employees.
				(j) "Union Representative" means a person employed by the Union and represents the Union or the Members.
				(k) "Active Employment" means an employee engaged in providing day to day services to the employer without a break in service.
2	Recognition and Jurisdiction	October 26, 2021	Current	
3	Application of Agreement	Sept. 6, 2022	Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement are as follows:	Except as otherwise provided in this Agreement, the application of the terms and conditions of the Agreement are as follows:
			3.01 This Agreement applies in full to all Regular Full-time Employees, and applies in full or on a pro-rata basis, as applicable, to all Sessional Full-time Employees. Notwithstanding the foregoing Sessional Employees will have the option of maintaining Benefits, as outlined in Article 27, during the period(s) they are not employed by the Board. Sessional Full-time Employees are entitled to the provisions of Article 23 - Paid Holidays during the term of active employment with the College.	3.01 This Agreement applies in full to all Regular Full-time Employees, and applies in full or on a pro-rata basis, as applicable, to all Sessional Full-time Employees. Notwithstanding the foregoing Sessional Employees will have the option of maintaining Benefits, as outlined in Article 27, during the period(s) they are not employed by the Board. Sessional Full-time Employees are entitled to the provisions of Article 23 - Paid Holidays during the term of active employment with the College.
			3.02 This Agreement applies in full or in part, as applicable, to all Regular Part-time Employees and	3.02 This Agreement applies in full or in part, as applicable, to all Regular Part-time Employees and

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			applies in full or on a pro-rata basis, as applicable to all Sessional Part-time Employees. Sessional Part-time Employees are entitled to the provisions of Article 23 - Paid Holidays on a pro-rata basis during the term of active employment with the College.	applies in full or on a pro-rata basis, as applicable to all Sessional Part-time Employees. Sessional Part-time Employees are entitled to the provisions of Article 23 - Paid Holidays on a pro-rata basis during the term of active employment with the College.
3.03			Except as otherwise provided in this Agreement, Casual Employees and Temporary Employees shall not be entitled to any provisions of this Agreement other than the following Articles: Article 5 Management Rights Article 6 Dues Check-Off Article 7 Wage Rates Article 8 Probationary Period Article 9 Hours of Work Article 10 Overtime Article 11 Shift Differential Article 12 Call Back Pay Guarantee Article 13 Reporting Pay Article 26 Health & Safety Article 29 Protection of Personal Garments	3.03 Except as otherwise provided in this Agreement, Casual Employees and Temporary Employees (including Conditionally Funded Temporary Employees) shall not be entitled to any provisions of this Agreement other than the following Articles: Article 5 Management Rights Article 6 Dues Check-Off Article 7 Wage Rates Article 8 Probationary Period Article 9 Hours of Work Article 10 Overtime Article 11 Shift Differential Article 12 Call Back Pay Guarantee Article 13 Reporting Pay Article 26 Health & Safety Article 29 Protection of Personal Garments
3.04			Except as otherwise provided in this Agreement, Recurring Seasonal Employees shall not be entitled to any provisions of this Agreement, other than the articles in 3.03 on a pro-rata basis, and the	3.04 Except as otherwise provided in this Agreement, Recurring Seasonal Employees shall not be entitled to any provisions of this

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			following: Article 16 Leaves of Absence/Special Leave Article 17 Maternity/Paternity Leave Article 23 Paid Holidays Article 24 Seniority	Agreement, other than the articles in 3.03 on a pro-rata basis, and the following: Article 16 Leaves of Absence/Special Leave Article 17 Maternity/Paternity Leave Article 23 Paid Holidays Article 24 Seniority
3.05			Recurring Seasonal Employees shall be paid six percent (6%) of their earnings in addition to their regular rate of pay in lieu of vacation. During the period of employment, a Recurring Seasonal Employee shall receive a pro-rata sick leave entitlement equivalent to two (2) days per month worked, which shall be non-cumulative from year to year.	3.05 Recurring Seasonal Employees shall be paid six percent (6%) of their earnings in addition to their regular rate of pay in lieu of vacation. During the period of employment, a Recurring Seasonal Employee shall receive a pro-rata sick leave entitlement equivalent to two (2) days per month worked, which shall be non-cumulative from year to year.
3.06			Casual and Temporary Employees shall be paid eight percent (8%) of their earnings in addition to their regular rate of pay, in lieu of vacation and paid holiday entitlements.	3.06 Casual and Temporary Employees shall be paid eight percent (8%) of their earnings in addition to their regular rate of pay, in lieu of vacation and paid holiday entitlements.
3.07			Temporary Employees who are employed on a continuous basis in excess of six (6) months shall be eligible for benefits on a pro-rata basis according to Article 27 with the exception of the Local Authorities Pension Plan. When the initial temporary appointment is 6 months or greater the employee shall be eligible for benefits from the first day of the first full month of	3.07 Temporary Employees who are employed on a continuous basis in excess of six (6) months shall be eligible for benefits on a pro-rata basis according to Article 27 with the exception of the Local Authorities Pension Plan. When the initial temporary appointment is 6 months or greater the employee shall be

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			employment. Temporary appointments less than (6) months shall not qualify for benefits unless the period of employment is extended and becomes in excess of six (6) months than the employee will become eligible from that point forward. Regular and Sessional employees who accept a temporary appointment will maintain their current level of benefits.	eligible for benefits from the first day of the first full month of employment. Temporary appointments less than (6) months shall not qualify for benefits unless the period of employment is extended and becomes in excess of six (6) months than the employee will become eligible from that point forward. Regular and Sessional employees who accept a temporary appointment will maintain their current level of benefits.
4	Employer Union Relations	October 26, 2021	Current	
5	Management Rights	October 26, 2021	Current	
6	Dues Checkoff	October 26, 2021	Current	
7	Wage Rates	Sept. 6, 2022	Current??	
8	Probation Period	June 29, 2021	8.01	8.01
			During the initial period of employment, an Employee shall be considered a "Probationary Employee" until such time as they have successfully completed a probationary period as defined below. The employer may extend a probationary period, after consultation with the Union for up to six (6) months. During such probation period, Probationary Employees may be terminated if, in the opinion of the Employer, the performance of the Probationary Employee is not suitable.	During the initial period of employment, an Employee shall be considered a "Probationary Employee" until such time as they have successfully completed a probationary period as defined below. The employer may extend a probationary period, after consultation with the Union for up to six (6) months. During such probation period, Probationary Employees may be terminated if, in the opinion of the Employer, the performance of the Probationary Employee is not suitable.

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			8.02 The probationary period for employees at Pay Level 6 and below shall be six (6) months. For Employees at Pay Level 7 and above the probationary period shall be twelve (12) months.	8.02 The probationary period for all employees at Pay Level 6 and below shall be six (6) months of Active Employment . For Employees at Pay Level 7 and above the probationary period shall be twelve (12) months.
			8.03 If a Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee, in the same position, and there is less than one (1) month break in service the probationary period shall be reduced by the number of months of consecutive service in that position. If the Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee in a different position from the one previously held by him/her it will be considered the initial period of employment for that position and the Employee shall be considered a "Probationary Employee".	8.03 If a Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee, in the same position, and there is less than one (1) month break in service the probationary period shall be reduced by the number of months of consecutive service in that position. If the Temporary/Casual Employee subsequently becomes appointed as a Regular or Sessional Employee in a different position from the one previously held by him/her it will be considered the initial period of employment for that position and the Employee shall be considered a "Probationary Employee".
9	Hours of Work	March 21, 2022	9.01 The normal Hours of Work for Employees covered by this Agreement shall be seven (7) hours per day and thirty-five (35) hours per week and for every five (5) consecutive days worked, an Employee shall receive two (2) consecutive days of rest.	9.01 The normal Hours of Work for Employees covered by this Agreement shall be seven (7) hours per day and thirty-five (35) hours per week and for every five (5) consecutive days worked, an Employee shall receive two (2) consecutive days of rest.
			9.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period	9.02 All Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period

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			in excess of five (5) working hours, one (1) period before the meal break and one (1) after.	in excess of five (5) working hours, one (1) period before the meal break and one (1) after.
		9.03	All Employees, who work a period in excess of five (5) working hours, will have an unpaid lunch period of not less than thirty (30) minutes.	9.03 All Employees, who work a period in excess of five (5) working hours, will have an unpaid lunch period of not less than thirty (30) minutes.
		9.04	An Employee who works five (5) or less than five (5) working hours and more than two (2) working hours shall receive one (1) fifteen (15) minute paid rest period.	9.04 An Employee who works five (5) or less than five (5) working hours and more than two (2) working hours shall receive one (1) fifteen (15) minute paid rest period.
		9.05	When the Employer initiates a change in an Employee's regular scheduled hours of work, the new hours of work shall not take effect for twenty eight (28) calendar days or such shorter period as mutually agreed between the Employer and the Employee. The provisions of Article 9.05 shall not apply in an emergency situation.	9.05 When the Employer initiates a change in an Employee's regular scheduled hours of work, the new hours of work shall not take effect for twenty-eight (28) calendar days or such shorter period as mutually agreed between the Employer and the Employee. The provisions of Article clause 9.05 shall not apply in an emergency situation.
			<u>Flexible Work Arrangement</u>	<u>Flexible Work Arrangement</u>
		9.06	The Employee and Employer may enter into a flexible work arrangement under the following provisions:	9.06 The Employee and Employer may enter into a flexible work arrangement under the following provisions:
			(a) services to the public are not adversely affected	(a) services to the public are not adversely affected
			(b) the needs of the students, faculty and management are met	(b) the needs of the students, faculty and management are met
			(c) operational requirements are met	(c) operational requirements are met
			(d) the Supervisor and	

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			Human Resources approve	(d) the Supervisor and Human Resources approve
			(e) there is voluntary participation by the Employee	(e) there is voluntary participation by the Employee
9.07			The Supervisor and the Employee, with the approval of the Human Resources, may agree to arrange a flexible schedule comprised of flexible hours and core hours, which average over a four (4) week period and total normal weekly hours of work in Article 9.01.	9.07 The Supervisor and the Employee, with the approval of the Human Resources Director or designate , may agree to arrange a flexible schedule comprised of flexible hours and core hours, which average over a four (4) week period and total normal weekly hours of work in Article clause 9.01.
9.08			In the event the flexible work arrangement does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of twenty eight (28) calendar days.	9.08 In the event the flexible work arrangement does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of twenty-eight (28) calendar days.
9.09			An Employee who is working according to a flexible work arrangement may opt for regular times of work by providing the Employer advance notice of twenty eight (28) calendar days.	9.09 An Employee who is working according to a flexible work arrangement may opt for regular times of work by providing the Employer advance notice of twenty-eight (28) calendar days.
9.10			Employees shall neither lose nor gain in benefits and/or entitlements as a result of participating in a flexible work arrangement.	9.10 Employees shall neither lose nor gain in benefits and/or entitlements as a result of participating in a flexible work arrangement.

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10	Overtime	March 21, 2022	10.01 The Union recognizes that the Employer may occasionally require an employee to work short periods of overtime, not to exceed fifteen (15) minutes per day without paying the overtime rate.	10.01 The Union recognizes that the Employer may occasionally require an eEmployee to work short periods of overtime, not to exceed fifteen (15) minutes per day without paying the overtime rate.
			10.02 An Employee must first obtain permission before working additional overtime hours.	10.02 An Employee must first obtain permission before working additional overtime hours.
			10.03 The distribution of overtime shall be done in a fair and equitable manner wherever possible, taking into account Employee availability, qualifications, and skills.	10.03 The distribution of overtime shall be done in a fair and equitable manner wherever possible, taking into account Employee availability, qualifications, and skills.
			10.04 All time worked before or after the regular work day, regular work week, or on a holiday, shall be considered overtime and shall be compensated as follows: (a) <u>On a regular work day</u> - All Employees shall be compensated for all time worked outside the regular work day and shall be paid at the rate of double the regular hourly rate. (b) <u>On a regular scheduled day off</u> - All Regular and Sessional Employees shall be compensated at double the regular hourly rate for all hours worked. (c) <u>On a paid holiday</u> - All	10.04 All time worked before or after the regular work day, regular work week, or on a holiday, shall be considered overtime and shall be compensated as follows: (a) <u>On a regular work day</u> - All Employees shall be compensated for all time worked outside the regular work day and shall be paid at the rate of double the regular hourly rate. (b) <u>On a regular scheduled day off</u> - All Regular and Sessional Employees shall be compensated at double the regular hourly rate for all hours worked. (c) <u>On a paid holiday</u> - All

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			<p>Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday, plus an additional day off with pay at a time mutually agreeable between the Employee and the Employer. Casual Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday.</p> <p>(d) <u>Travel on College business</u> – An Employee who is required to travel on College business or to attend a job-related training course or seminar, where the combination of travel time and work time exceeds the regular hours of work, the Employee shall be compensated at one point five (1.5) times the regular hourly rate for those hours in excess of the regular hours.</p>	<p>Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday, plus an additional day off with pay at a time mutually agreeable between the Employee and the Employer. Casual Employees shall be compensated at double the regular hourly rate for all hours worked on a paid holiday.</p> <p>(d) <u>Travel on College business</u> – An Employee who is required to travel on College business or to attend a job-related training course or seminar, where the combination of travel time and work time exceeds the regular hours of work, the Employee shall be compensated at one point five and a half (1.5) times the regular hourly rate for those hours in excess of the regular hours.</p>
10.05			<p>All Employees shall be subject to the daily overtime payment as provided in Article 10.04 except for Employees working flex hours as per Article 9.06 through 9.10. Employees working less than the normal hours of work stated in Article 9.01 who are required to work longer than</p>	<p>10.05 All Employees shall be subject to the daily overtime payment as provided in Article clause 10.04 except for Employees working flex hours as per Article clause 9.06 through 9.10. Employees working less than the normal hours of work stated in Article</p>

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			their usual daily 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, after which the provisions of Article 10.04 apply.	clause 9.01 who are required to work longer than their usual daily 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, after which the provisions of Article clause 10.04 apply.
		10.06	(a) An Employee may take equivalent time off in lieu of payment of overtime worked (i.e. two (2) or one and a half (1.5) hours off for each one (1) hour overtime worked), such time off to be taken at a time mutually agreeable to the Employee and the Employer.	10.06 (a) An Employee may take equivalent time off in lieu of payment of overtime worked (i.e. two (2) or one and a half (1.5) hours off for each one (1) hour overtime worked), such time off to be taken at a time mutually agreeable to the Employee and the Employer.
			(b) Overtime payment or compensatory time off shall be calculated to the nearest one-quarter (1/4) hour.	(b) Overtime payment or compensatory time off shall be calculated to the nearest one-quarter (1/4) hour.
			(c) Banked overtime earned from January to June is normally expected to be used by December 31, and banked overtime earned from July to December is expected to be used by June 30. When an employee is not able to use banked overtime, it shall be paid out at the overtime rate at which it was earned.	(c) Banked overtime earned from January to June is normally expected to be used by December 31, and banked overtime earned from July to December is expected to be used by June 30. When an employee is not able to use banked overtime, it shall be paid out at the overtime rate at which it was earned.
11	Shift Differential	Sept. 6, 2022	Current	

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	/ Weekend Premium			
12	Callback Pay Guarantee	October 26, 2021	Current	
13	Reporting and Standby Pay	March 21, 2022		<p>13.01 A Casual Employee shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when a scheduled work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.</p> <p>ARTICLE 13A <u>Standby</u></p> <p>13A.012 When an Employee is designated to be immediately available in returning to work during a period when the Employee is not on regular duty, the Employee shall be paid the amount of one-half (1/2) hours pay at his regular rate for each four (4) hours on standby or portion thereof.</p> <p>13A.023 Where operational requirements permit, an Employee shall not normally be required to standby on two (2) consecutive weekends or on two (2) consecutive paid holidays.</p>
13A	Standby Pay	March 21, 2022	Current	
14	Time-off for Union Business	October 26, 2021	Current	
15	Illness Leave	October 26, 2021	Current	
15A	Proof of Illness	March 21, 2022	15A.01	<p>To obtain illness leave benefits as described in Article 15 the Employer requires a medical note</p> <p>15A.01 To obtain illness leave benefits as described in Article 15 the Employer requires a medical note</p>

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			for illness leave of more than 3 days. The Employer may require an Employee to provide additional medical information 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 additional medical information or proof of illness or attendance at an appointment, the Employee shall be advised prior to their return to work.	for illness leave of more than three (3) days. The Employer may require an Employee to provide additional medical information 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 additional medical information or proof of illness or attendance at an appointment, the Employee shall be advised prior to their return to work.
15A.02			(a) The Employer may require that an Employee be examined by a Medical Board: (i) in the case of prolonged or frequent absence due to illness; or (ii) where there is indication of apparent misuse of illness leave; or (iii) when it is considered that an Employee is unable to satisfactorily perform his	15A.02 (a) The Employer may require that an Employee attend and remit to an Independent Medical Exam (IME) be examined by a Medical Board: (i) in the case of prolonged or frequent absence due to illness; or (ii) where there is indication of apparent misuse of illness leave; or (iii) when it is considered that an Employee is unable to

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			<p>duties due to disability or illness; or</p> <p>(iv) in cases of inconsistencies between two or more medical assessments.</p> <p>(b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of their position and the medical information leading to those conclusions.</p> <p>(c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 15A.02(a).</p>	<p>satisfactorily perform his duties due to disability or illness; or</p> <p>(iv) in cases of inconsistencies between two or more medical assessments.</p> <p>(v) to determine an appropriate accommodation of the Employee.</p> <p>(b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of their position and the medical information leading to those conclusions.</p>
15A.03			<p>Pursuant to Clause 15A02, an Employee shall be entitled to have the their personal physician or other physician of their choice to be a member of the Medical Board or to act as their counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.</p>	<p>15A.03 Pursuant to Clause 15A02, an Employee shall be entitled to have the their personal physician or other physician of their choice to be a member of the Medical Board or to act as their counsel</p> <p>(cb) The Employer is responsible for the direct medical costs associated with the examination IME provided for in Sub-Clause 15A.02(a).</p>

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Article #	Title	Signed Off Date	Old Language	New Language
				before the Medical Board. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.
16	Leave of Absence / Special Leave	Sept. 6, 2022	16.01	16.01
			The Employer may grant a Regular, Sessional, or Recurring Seasonal Employee leave of absence with or without pay for legitimate personal reasons, providing operational requirements and the availability of a suitable replacement will permit. For purposes of legitimate personal reasons, this clause also includes consideration for Compassionate Care, as per Federal Legislation governing the Employment Insurance Program, provided that the provisions of the Federal program shall apply. There shall be no discrimination in the application of this provision. While on leave, an Employee is entitled to any salary adjustments that occur.	The Employer may grant a Regular, Sessional, or Recurring Seasonal Employee leave of absence with or without pay for legitimate personal reasons, providing operational requirements and the availability of a suitable replacement will permit. For purposes of legitimate personal reasons, this clause also includes consideration for Compassionate Care, as per Federal Legislation governing the Employment Insurance Program, provided that the provisions of the Federal program shall apply. There shall be no discrimination in the application of this provision. While on leave, an Employee is entitled to any salary adjustments that occur.
			16.02	16.02
			If circumstances necessitate medical appointments during normal working hours, and with prior authorization of the Employer, absence for such appointments shall be with pay.	If circumstances necessitate medical appointments during normal working hours, and with prior authorization of the Employer, absence for such appointments shall be with pay.
			16.03	16.03
			A Regular, Sessional, or Recurring Seasonal Employee may be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Request for such leave	A Regular, Sessional, or Recurring Seasonal Employee may be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Request for such leave

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			shall be made in writing to the Employer at least one (1) month prior to the anticipated commencement of the leave. An employee returning from a leave of absence exceeding six (6) months in duration shall be returned to his/her former position, or placed in another position at a comparable salary level upon return to work.	shall be made in writing to the Employer at least one (1) month prior to the anticipated commencement of the leave. An employee returning from a leave of absence exceeding six (6) months in duration shall be returned to his/her their former position, or placed in another position at a comparable salary level upon return to work.
16.04			A Regular, Sessional, or Recurring Seasonal Employee shall be granted special leave, upon written request, at his/her Basic Rate of Pay under the provisions of 16.05, 16.06, and 16.07 of this Article. Special Leave shall be permitted providing operational requirements and the availability of a suitable replacement will permit. There shall be no discrimination in the application of this provision.	16.04 A Regular, Sessional, or Recurring Seasonal Employee shall be granted special leave, upon written request, at his/her their Basic Rate of Pay under the provisions of 16.05, 16.06, and 16.07 of this Article. Special Leave shall be permitted providing operational requirements and the availability of a suitable replacement will permit. There shall be no discrimination in the application of this provision.
16.05			Bereavement leave of up to five (5) work days with pay shall be allowed in the event of the death of the following: (a) Spouse, including the Employee's Common-law spouse who is of the opposite sex or the same sex; (b) Child, parent, guardian, grandparents, grandchild of the Employee or the Employee's spouse;	16.05 Bereavement leave of up to five (5) work days with pay shall be allowed in the event of the death of the following: (a) Spouse, including the Employee's Common-law spouse who is of the opposite sex or the same sex; (b) Child, parent, guardian, grandparents, grandchild of the Employee or the Employee's spouse;

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			<p>(c) Brother, sister or the spouse of the brother or sister, of the Employee or the Employee's spouse;</p> <p>(d) Step-child, step-parent, step-brother, or step-sister of the Employee or the Employee's spouse;</p> <p>(e) A relative whose chief domicile is in the Employee's residence;</p> <p>(f) The Employer may extend bereavement leave up to three (3) additional days with pay.</p>	<p>(c) Brother, sister or the spouse of the brother or sister, of the Employee or the Employee's spouse;</p> <p>(d) Step-child, step-parent, step-brother, or step-sister of the Employee or the Employee's spouse;</p> <p>(e) A relative whose chief domicile is in the Employee's residence;</p> <p>(f) The Employer may extend bereavement leave up to three (3) additional days with pay.</p>
16.06			<p>An Employee shall be granted up to one (1) day with pay to be present at the birth or adoption of his/her child.</p> <p>In the event of an illness or injury within an Employee's immediate family, the Employee shall be granted up to one (1) work day with pay, in order to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Time off with pay in any one fiscal year shall not exceed a total of five (5) work days for this provision. Immediate family shall mean the Employee's spouse as per 16.05(a), child (including step child), parent, parent in-law, grandparents, grandchild, or anyone under the legal guardianship of the employee. This leave may also be used for</p>	<p>16.06</p> <p>An Employee shall be granted up to one (1) day with pay to be present at the birth or adoption of his/her their child.</p> <p>In the event of an illness or injury within an Employee's immediate family, the Employee shall be granted up to one (1) work day with pay, in order to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Time off with pay in any one fiscal year shall not exceed a total of five (5) work days for this provision. Immediate family shall mean the Employee's spouse as per 16.05(a), child (including step child), parent, parent in-law, grandparents, grandchild, or anyone under the legal guardianship of the employee. This leave may also be used for</p>

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			the purpose of attending to other business that requires the Employee's personal attendance.	<p>the purpose of attending to other business that requires the Employee's personal attendance.</p> <p>16.07</p> <p>Special leave shall be granted for conditions that require an Employee to be away from work due to an illness or injury within an Employee's immediate family in order for them to attend to the person who is ill or injured, or to attend to the child or parental care of the person who is ill or injured. Immediate family shall mean the Employee's spouse as per (16.05(a), child (including stepchild), parent, parent-in-law, grandparents, grandchild, or anyone under the legal guardianship of the Employee. Time off with pay in any one fiscal year shall not exceed a total of five (5) workdays for this provision. Two (2) of the five (5) special leave days may also be used for the purpose of attending to other business that requires the Employee's personal attendance, and three (3) of the five (5) special leave days may be used for conditions that require an Employee to be away from work for personal reasons.</p>
17	Maternity / Parental Leave	March 21, 2022	17.01 A pregnant Employee who has been employed for at least ninety (90) days is entitled to maternity leave without pay. Maternity leave is a maximum sixteen (16)	17.01 A pregnant Employee who has been employed for at least ninety (90) days is entitled to mMaternity lLeave without pay. Maternity lLeave is a maximum

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Article #	Title	Signed Off Date	Old Language	New Language
			weeks. Maternity leave may commence up to twelve (12) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employees duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave. For the period of maternity leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick leave benefits in accordance with Article 15.	sixteen (16) weeks. Maternity l Leave may commence up to twelve (12) weeks prior to the estimated delivery date, but no later than the date of birth. The Employee will give six (6) weeks' written notice of the commencement of the leave, unless circumstances do not permit, in which case the Employee will give the maximum possible notice. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employees duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave. For the period of m Maternity l Leave during which the mother's physician certifies that she is unable to work due to medical reasons, the mother shall be entitled to access sick l Illness l Leave benefits in accordance with Article 15.
17.02	<u>Parental or Adoption Leave</u>		An employee who has been employed for at least ninety (90) days is entitled to parental leave without pay as follows: (a) in the case of an Employee who has taken maternity leave, a maximum of thirty-seven	17.02 <u>Parental or Adoption Leave</u> An employee who has been employed for at least ninety (90) days is entitled to p Parental l Leave without pay as follows: (a) in the case of an Employee who has taken aternity l Leave, a maximum of thirty-seven

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			<p>(37) weeks commencing immediately following the last day of her maternity leave,</p> <p>(b) in the case of a parent who has not taken maternity leave, a maximum of thirty-seven (37) weeks during the fifty-three (53) weeks after the child's birth, or</p> <p>(c) in the case of an adoptive parent leave can start any time after the birth or adoption of a child, but must be completed within thirty-seven (37) weeks of the date the baby is born or placed with the parents.</p> <p>If both parents are Employees, parental leave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must advise the Employer. Only one parent may take parental leave at a time and the maximum combined parental leave of both parents is thirty-seven (37) weeks.</p> <p>An Employee must give at least six (6) weeks' notice of the commencement date of parental leave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate the request for leave.</p>	<p>(37) weeks commencing immediately following the last day of her aternity lLeave,</p> <p>(b) in the case of a parent who has not taken aternity lLeave, a maximum of thirty-seven (37) weeks during the fifty-three (53) weeks after the child's birth, or</p> <p>(c) in the case of an adoptive parent leave can start any time after the birth or adoption of a child, but must be completed within thirty-seven (37) weeks of the date the baby is born or placed with the parents.</p> <p>If both parents are Employees, pParental lLeave may be shared between them or wholly taken by one parent. If the parents intend to share the parental leave, they must advise the Employer. Only one parent may take pParental lLeave at a time and the maximum combined pParental lLeave of both parents is thirty-seven (37) weeks.</p> <p>An Employee must give at least six (6) weeks' notice of the commencement date of pParental lLeave. In extenuating or unforeseen circumstances where such notice cannot be provided, the Employer will accommodate</p>

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			17.03 An Employee granted leave for maternity or parental reasons pursuant to Clause 17.01 or 17.02 shall be returned to his/her former position, or be placed in another position at comparable salary level upon return to work. The Employee will be required to give a minimum of twenty (20) work days written notice of the intention to return to work.	17.03 the request for leave. An Employee granted leave for maternity or parental reasons pursuant to Clause 17.01 or 17.02 shall be returned to his/her their former position, or be placed in another position at comparable salary level upon return to work. The Employee will be required to give a minimum of twenty (20) workdays' written notice of the intention to return to work.
18	Court Leave	October 26, 2021	Current	
19	Education Leave	March 22, 2022	Current	
20	Grievance and Adjudication	October 26, 2021	Current	
21	Disciplinary Action	March 21, 2022	Current	
22	Annual Vacation Leave	Sept. 6, 2022	Current	
23	Paid Holidays	March 21, 2022	23.01 Employees are entitled to paid leave for each of the following holidays: New Year's Day Good Friday Easter Monday (beginning 2019-2020 academic year) Victoria Day Canada Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day	23.01 Employees are entitled to paid leave for each of the following holidays: New Year's Day Good Friday Easter Monday (beginning 2019-2020 academic year) Victoria Day Canada Day Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

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			<p>Medicine Hat Civic Holidays Alberta Provincial Holidays Government of Canada Holidays Four days at the discretion of the Employer</p> <p>23.02</p> <p>If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as designated in advance by the Employer.</p>	<p>Medicine Hat Civic Holidays Alberta Provincial Holidays Government of Canada Holidays Four days at the discretion of the Employer</p> <p>23.02</p> <p>If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as designated in advance by the Employer.</p>
24	Seniority	March 21, 2022	Current	
25	Layoff and Recall	Sept. 6, 2022	Current	
26	Health and Safety	March 21, 2022	Current	
27	Benefits and Premiums	Sept. 6, 2022	27.01	27.01
			<p>The Employer agrees to maintain Employee benefits plans, coverage and eligibility at the current levels as specified in the carrier contracts, concerning Alberta Health Care, Extended Health Coverage, Dental Plan, Group Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance.</p> <p>A summary of current benefits includes the following:</p> <p>Extended Health Benefits</p> <p>Prescription Drugs – 100%</p> <p>Health</p> <p>Vision Care - \$300</p> <p>Hospital</p> <p>Out of Province</p> <p>Emergency Travel</p>	<p>The Employer agrees to maintain Employee benefits plans, coverage and eligibility at the current levels as specified in the carrier contracts, concerning Alberta Health Care, Extended Health Coverage, Dental Plan, Group Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Insurance.</p> <p>A summary of current benefits includes the following:</p> <p>Extended Health Benefits</p> <p>Prescription Drugs – 100%</p> <p>Health</p> <p>Vision Care - \$300</p> <p>Hospital</p> <p>Out of Province</p> <p>Emergency Travel</p>

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			<p>Dental Benefits</p> <p>Basic Dental – 100%</p> <p>Extensive Dental – 50%</p> <p>Orthodontics (children) – 50% to a lifetime maximum of \$2,500</p> <p>Life Insurance</p> <p>Basic Life – 3x annual salary</p> <p>Optional Life – increments of \$10,000 to a maximum of \$250,000</p> <p>Accidental Death & Dismemberment – 1.5x annual salary</p> <p>Disability Benefits</p> <p>Long Term Disability – 60% of gross or 85% of net pre-disability earnings whichever is the lesser.</p> <p>Complete benefit details are included in the carriers benefit book.</p> <p>The college’s Extended Health Benefit plan includes a seven hundred dollar (\$700.00) Health and Wellness Spending Account each benefit year with a maximum one year carryover on June 30th. The account is administered by the college’s current benefit provider and in accordance with the income tax act and applicable regulations.</p>	<p>Dental Benefits</p> <p>Basic Dental – 100%</p> <p>Extensive Dental – 50%</p> <p>Orthodontics (children) – 50% to a lifetime maximum of \$2,500</p> <p>Life Insurance</p> <p>Basic Life – 3x annual salary</p> <p>Optional Life – increments of \$10,000 to a maximum of \$250,000</p> <p>Accidental Death & Dismemberment – 1.5x annual salary</p> <p>Disability Benefits</p> <p>Long Term Disability – 60% of gross or 85% of net pre-disability earnings whichever is the lesser.</p> <p>Complete benefit details are included in the carriers benefit book.</p> <p>The college’s Extended Health Benefit plan includes an seven eight hundred and fifty dollar (\$700850.00) Health and Wellness Spending Account each benefit year with a maximum one year carryover on June 30th. The account is administered by the college’s current benefit provider and in accordance with the income tax act and applicable</p>

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			Effective April 1, 2019 the Health and Wellness Spending Account will increase to eight hundred and fifty dollars (\$850.00).	regulations. Effective April 1, 2019 the Health and Wellness Spending Account will increase to eight hundred and fifty dollars (\$850.00).																														
			The College has the right to change insurance carriers and/or plans, provided comparable level of benefits are available. The College shall notify the Union of any changes to the benefits through joint consultation in accordance with Article 36.	The College has the right to change insurance carriers and/or plans, provided comparable level of benefits are available. The College shall notify the Union of any changes to the benefits through joint consultation in accordance with Article 36.																														
		27.02	The cost of premiums for the aforementioned benefits shall be shared by the Employer and Employees on the following basis:	27.02 The cost of premiums for the aforementioned benefits shall be shared by the Employer and Employees on the following basis:																														
			<table border="0"> <tr> <td></td> <td>Employer</td> <td>Emp</td> </tr> <tr> <td>Health Coverage</td> <td>100%</td> <td>-----</td> </tr> <tr> <td>Life & Accidental Death & Sickness Insurance</td> <td>75%</td> <td>25%</td> </tr> <tr> <td>Long Term Disability Insurance</td> <td>100%</td> <td>-----</td> </tr> <tr> <td></td> <td>-----</td> <td>100%</td> </tr> </table>		Employer	Emp	Health Coverage	100%	-----	Life & Accidental Death & Sickness Insurance	75%	25%	Long Term Disability Insurance	100%	-----		-----	100%	<table border="0"> <tr> <td></td> <td>Employer</td> <td>Emp</td> </tr> <tr> <td>Health Coverage</td> <td>100%</td> <td>-----</td> </tr> <tr> <td>Life & Accidental Death & Sickness Insurance</td> <td>75%</td> <td>25%</td> </tr> <tr> <td>Long Term Disability Insurance</td> <td>100%</td> <td>-----</td> </tr> <tr> <td></td> <td>-----</td> <td>100%</td> </tr> </table>		Employer	Emp	Health Coverage	100%	-----	Life & Accidental Death & Sickness Insurance	75%	25%	Long Term Disability Insurance	100%	-----		-----	100%
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		27.03	The Employer agrees to participate in and make contributions to the Local Authorities Pension Plan for all regular full-time and regular part-time Employees.	27.03 The Employer agrees to participate in and make contributions to the Local Authorities Pension Plan for all regular full-time and regular part-time Employees.																														
		27.04	Part time Employees who are employed a minimum of twenty (20) hours weekly or the annual equivalent shall be entitled to benefits as summarized in 27.01 on a pro-rata basis.	27.04 Part time Employees who are employed a minimum of twenty (20) hours weekly or the annual equivalent shall be entitled to benefits as summarized in 27.01 on a pro-rata basis.																														

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28	Worker`s Compensation Supplement	October 26, 2021	Current	
29	Protection of Personal Garments	October 26, 2021	Current	
30	New or Altered Job Classifications	October 26, 2021	Current	
31	Acting Incumbency	October 26, 2021	Current	
32	Discrimination and Harassment	October 26, 2021	Current	
33	Term and Effect of Contract	Sept. 6, 2022	33.01 This Collective Agreement shall be effective from date of execution hereof and shall remain in effect until June 30, 2020 and shall remain in force from year to year thereafter until a replacement agreement is established under the Public Service Employee Relations Act. The rates of pay as provided in Schedule "A" of this Agreement shall be effective as of the date set out in the Schedule.	33.01 This Collective Agreement shall be effective from date of execution hereof and shall remain in effect until June 30, 2020 ⁴ and shall remain in force from year to year thereafter until a replacement agreement is established under the Public Service Employee Relations Act. The rates of pay as provided in Schedule "A" of this Agreement shall be effective as of the date set out in the Schedule.
34	Delivery Notice	March 21, 2022	34.01 Any notice required to be given by the parties to each other shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed: in the case of the Board, to: The President Medicine Hat College 299 College Drive S. E. Medicine Hat, Alberta T1A 3Y6	34.01 Any notice required to be given by the parties to each other shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed: in the case of the Board, to: The President Medicine Hat College 299 College Drive S. E. Medicine Hat, Alberta T1A 3Y6

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			and in the case of the Union, to: The President The Alberta Union of Provincial Employees 10451 - 170 Street Edmonton, Alberta T5P 4S7	and in the case of the Union, to: The President The Alberta Union of Provincial Employees 10451 - 170 Street 10025 182 Street NW Edmonton, Alberta T5P 4S7 T5S 0P7
35	Job Opportunities	March 21, 2022	35.01 All vacancies in positions covered by this Agreement shall be posted on the College's web site and the Human Resources Department's bulletin boards. Where a competition is advertised externally, the vacancy will normally be posted internally at the same time.	35.01 All vacancies in positions covered by this Agreement shall be posted on the College's web site and the Human Resources Department's bulletin boards. Where a competition is advertised externally, the vacancy will normally be posted internally at the same time.
			35.02 The Employer agrees that where qualifications, skill and other relevant attributes of applicants are considered by the Employer to be equal seniority shall be the deciding factor.	35.02 The Employer agrees that where qualifications, skill and other relevant attributes of applicants are considered by the Employer to be equal seniority shall be the deciding factor.
			35.03 Where the qualifications of candidates are equal or superior, the Employer shall give preference to internal qualified Employees over outside applicants.	35.03 Where the qualifications of candidates factors considered in clause 35.02 are equal or superior, the Employer shall give preference to internal qualified Employees over outside applicants.
			35.04 In situations where the period of employment is for less than two (2) weeks the Human Resources Department shall advise the Chairperson of the Chapter, in writing, of the hiring. Should the period of employment exceed the original two (2) week period the	35.04 In situations where the period of employment is for less than two (2) four (4) weeks the Human Resources Department shall advise the Chairperson of the Chapter, in writing, of the hiring, there will not be a requirement

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			position will be posted in the normal manner.	to post for the position. Should the period of employment exceed the original two (2) four (4) week period, the position will be posted in the normal manner.
36	Joint Consultation Schedule A	October 26, 2021 Sept. 6, 2022	Current	<p>Effective July 1, 2020- zero (0%) percent to wage rates.</p> <p>Effective July 1, 2021 - zero (0%) percent to wage rates.</p> <p>Effective July 1, 2022-zero (0%) percent to wage rates.</p> <p>Effective April 1, 2023-one point two five percent{1.25%} to wage rates for all positions.</p> <p>Effective December 1, 2023 - one point five percent (1.50%) to wage rates for all positions.</p> <p>Plus an additional 0.5% Subject to the Gain Sharing Formula below:</p> <p>Alberta's 20.year average (2QOQ.2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.</p> <p>"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:</p>

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				<ul style="list-style-type: none">• Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank <p>The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.</p>
<u>Addendum</u>				