

MEMORANDUM OF SETTLEMENT

With respect to the Collective Agreement

between

The Board of Governors of Portage College

(hereinafter referred to as the "Employer")

and

Alberta Union of Provincial Employees

Local 071/008

(hereinafter referred to as the "Union")

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

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

- 1) The term of the collective agreement shall be July 1, 2020, to June 30, 2024.
- 2) The Parties agree to revise the articles of the collective agreement as contained in Appendix "A" to this Agreement.
- 3) The Parties agree that there are no changes to the articles of the collective agreement other than those listed in Appendix "A" and those that have been previously signed off and attached as Appendix "B" to this Agreement.
- 4) The Parties agree that the Salary Grids contained in Schedule A, B and C of the collective agreement shall, during the term of the Collective Agreement, be adjusted as follows:
 - a. Effective July 1, 2020 - zero (0%) percent increase.
 - b. Effective July 1, 2021 – zero (0%) percent increase.
 - c. Effective July 1, 2022 – zero (0%) percent increase.
 - d. Effective April 1, 2023 – one point two five percent (1.25%) increase to all listed classifications.
 - e. Effective December 1, 2023 – one point five percent (1.50%) increase to all listed classifications.
 - f. A 0.5% potential gain share entitlement for all employees, the eligibility for such payment subject to the following Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to December 1, 2023. "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

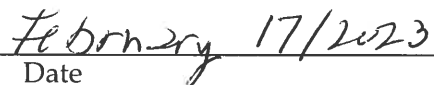
 - Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank

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

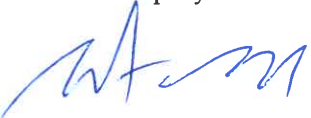
- 5) The following classifications will be added to the "Classification Listing" chart contained in the collective agreement:
 - a. Athletics and Recreation Programmer – Band 6;
 - b. Team Lead, Facilities Band 6; and
 - c. Learning Technology Support- Intermediate- Band 5
- 6) The following classification shall be deleted from the "Classification Listing" chart contained in the collective agreement:
 - a. Library Assistant.
- 7) This document and all other signed documents are subject to any necessary corrections that may be required to accurately reflect the understanding and conclusion of these conditions in collective bargaining.
- 8) This Memorandum of Settlement, comprising the attached provisions shall constitute full and final settlement of all demands, proposals and other matters arising out of collective bargaining between the parties.
- 9) The parties agree that the Union shall hold a ratification vote and provide the results thereof to the attention of the Employer on or before March 10, 2023.
- 10) The Employer shall hold a ratification vote not later than March 3, 2023
- 11) All other matters in dispute between the Parties are withdrawn.



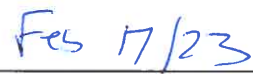
On behalf of the Employer



Date



On behalf of the Employer



Date

On behalf of the Employer


Date



On behalf of the Union

February 9, 2023


Date



On behalf of the Union

February 9, 2023

Date



On behalf of the Union

February 9, 2023

Date

Schedule "A"

ARTICLE 13

ACTING INCUMBENT

- 13.01 To receive acting incumbency pay an Employee shall be designated by a senior official at ~~his~~their place of work to perform the principal duties of the higher level position for a minimum period of five (5) consecutive workdays, during which time ~~he~~they may also be required to perform some of the duties of ~~his~~their regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employees 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~~their 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~~their current grade assignment, ~~his~~their acting salary shall be the lowest period in the new grade that exceeds ~~his~~their 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~~their current pay grade assignment, ~~his~~their 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~~their 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~~their salary is that period in the new grade which is higher than ~~his~~their current salary, except if this increase is less than 4%, in which case ~~his~~their 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~~their regular position, ~~his~~their 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 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 workday at time and one half **his**their regular hourly salary for the first two (2) hours worked in excess of **his**their regular daily hours and at double **his**their 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**their 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**their regularly scheduled first day of rest; and
 - (ii) at double **his**their regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period, provided the employee has worked **his**their 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**their 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**their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of **his**their 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**their 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**their 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~~their 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 22

SUBSISTENCE AND TRAVEL EXPENSES /EXPENSES FOR EMPLOYER BUSINESS

- AMD 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 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 workplace. 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~~**their** place of residence which necessitates the moving of ~~his~~ household furniture and effects during ~~his~~ normal working hours and if ~~he~~**the Employee** 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 (e.g., 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 40

LEAVE OF ABSENCE

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.

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

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

- (a) **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.

(b) **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.

(c) **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*.

(d) **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.

(e) **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*.

(f) **Citizenship Ceremony Leave**

An employee who has been employed with Portage College for at least 90 days is entitled to one (1) 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.

ARTICLE 41

TERM AND EFFECTIVE DATE

AMD 41.01 This Agreement shall be effective from ~~July 1, 2017 until June 30, 2020~~ **July 1, 2020 until June 30, 2023-2024**, unless otherwise noted, and shall remain in effect thereafter until a replacement Agreement is established, pursuant to the *Public Service Employee Relations Act*.

NEW 42.02 **Either party shall give to the other not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement notice in writing of its intention to commence collective bargaining.**

Any notice required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

In the case of the Employer to:

**The President
Portage College
Box 417, 9531 – 94 Avenue
Lac La Biche, AB T0A 2C0**

In the case of the Union to:

**The President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, AB T5S 0P7**

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.

AMD 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)~~ **one hundred fifty dollars (\$150)** 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.

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.

LETTER OF UNDERSTANDING #6

BETWEEN

PORTAGE COLLEGE

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES, LOCAL 071/008

Exclusions

~~Any Exempt/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*.~~

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 time 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.

LETTER OF UNDERSTANDING #8 5

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.~~

Effective January 1, 2023 or ratification whichever is the later date, the Employer will provide a Health Spending account in the amount of seven hundred fifty dollars (\$750) per year (pro-rated for employees commencing employment during a benefit year) for eligible employees participating in the Extended Health and Extended Dental Plans.

APPENDIX B

Whereas the Alberta Union of Provincial Employees, Local 071 Chapter 008 (hereinafter referred to as the "Union") and Portage College (hereinafter referred to as the "Employer") are negotiating a replacement collective agreement; and whereas the Parties exchanged opening proposals on February 16, 2021, respecting the negotiation of a collective agreement between the Parties; and whereas neither the Union nor the Employer opened the following Articles, the Union and the Employer now agree to renew as "Current Agreement" such Articles as follows:

Preamble

Article 2 Terms of Employment

Article 2 Application

Article 4 Management Recognition

Article 6 Legislation and the Collective Agreement

Article 17 Call Back Pay

Article 18 Reporting Pay

Article 21 Forest Fire Operations, Flood Control and Pollution Control

Article 25 Grievance Procedure

Article 35 Maternity Leave

Article 36 Parental and Adoption Leave

Article 37 Court Leave

Article 39 Parking

Article 45 Academic Allowance

Article 51 Public Service Pension Plan

The Union and the Employer further agree that, where required, consequential amendments shall be made to the above-mentioned Articles as a result of any changes, modification and/or amendments arising from the subsequent negotiations of, and the subsequent agreements reached of those Articles and Letters of Understanding opened by either the Union of the Employer during this round of collective bargaining

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: March 9, 2021

DATE: March 9, 2021

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~~ **for the Employer and the Union, to a maximum of six (6) committee members. The meetings shall be co-chaired on an alternating basis.** 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: March 9, 2021

DATE: March 9, 2021

ARTICLE 42

PRINTING OF AGREEMENTS

- 42.01 The revised Collective Agreement shall be printed at the College.
- 42.02 **The Employer will provide Employees with a digital link to the Collective Agreement.**
- 42.023 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide **one paper copy of the Collective Agreement** to each present and new Employee **who requests one.** ~~with one copy of the Collective Agreement.~~
- 42.034 Each Party further agrees to pay the full cost of printing additional copies that they order.

[MOVED FROM LOU 1]

42.05 Collective Agreement Preparation

~~Following ratification~~ **Within thirty (30) calendar days 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 thirty (30) calendar days.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: March 9, 2021

DATE: March 9, 2021

DELETE

~~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.~~

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DATE: March 9, 2021

DATE: March 9, 2021