

COLLECTIVE AGREEMENT

BETWEEN

**ALBERTA INVESTMENT MANAGEMENT
CORPORATION**

AND

**THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES
ON BEHALF OF
LOCAL 118 CHAPTER 014**

SEPTEMBER 1, 2010 TO AUGUST 31, 2013

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ARTICLE 1
DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) A word used in the masculine gender applies also in the feminine;
- (b) A word used in the singular may also apply in the plural;
- (c) "Union" means the Alberta Union of Provincial Employees;
- (d) "CEO" means the chief officer of AIMCo;
- (e) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances and is excluded pursuant to Section 12(1)(d) of The Public Service Employee Relations Act;
- (f) "Employee" means a person employed by the Employer who is in the Bargaining Unit covered by this Collective Agreement and who is employed in one of the following categories:
 - (i) Regular Positions – on a Full time or Part time basis; or
 - (ii) Temporary Positions; or
 - (iii) Casual Positions.
- (g) "Probationary Employee" means a person, who during his initial period of employment is serving a probationary period;
- (h) "Regular Position" means a position established as such, in which the incumbent is required to work not less than:
 - (i) three (3) hours on each work day in the year; or
 - (ii) seven (7) hours per day on two (2) or more work days per week;
or
 - (iii) ten (10) full work days in each month.
- (i) "Temporary Position" means a position established as such in which the incumbent is required for continuous employment for a limited period, and includes:
 - (i) "Project Position" in which the incumbent is employed for the duration of a project;

- (ii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties;
- (j) "Casual Position" means
 - (i) a position which does not conform with (h) or (i) above;
 - (ii) persons hired on an on-call or irregularly scheduled basis with no guaranteed minimum hours of work; and
 - (iii) persons who are hired on a temporary basis for a period not to exceed 3 months to provide temporary relief, or project support, or to replace Employees in Regular or Temporary Positions who are absent from work for any reason.

A Casual Position shall not be used to replace, on an ongoing basis, any other category of Employees.

- (k) "Monthly Salary" means Annual Salary divided by twelve (12);
- (l) "Hourly Salary" means the Annual Salary divided by the Employee's normal annual hours of work;
- (m) "Annual Salary/Base Pay Salary" means the base pay salary paid to an Employee pursuant to Article 47 excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
- (n) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
- (o) "Base Pay Maximum/Maximum Salary" means the highest Base Pay Salary assigned to a classification;
- (p) "Base Pay Minimum" means the lowest Base Pay Salary assigned to a classification;
- (q) "Month" means a calendar month;
- (r) "Work Day" means any day on which an Employee is normally expected to be at his place of employment;
- (s) "Dismiss" means to discharge an Employee for just cause;
- (t) "Employer" means AIMCo, as represented by the CEO or any person acting on his behalf, as the context of this Agreement may require;

- (u) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements.
- (v) "Seniority" means:
 - (i) an Employee's length of continuous service as calculated from the Employee's commencement date, including all periods of service as a Casual or Temporary Employee prior to becoming a Regular Employee provided there was no break in service greater than thirty (30) days between that prior period of service and the Employee becoming a Regular Employee or;
 - (ii) for Employees who commenced employment with the Employer on July 1, 2008 with no break in service between the Government of Alberta and the Employer, the seniority date provided to the Employer by the Government of Alberta on January 1, 2009.

ARTICLE 2

TERMS OF EMPLOYMENT

- 2.01 The Employer during the life of this Agreement may with the agreement of the Union:
- (a) alter rates of Employee compensation, or,
 - (b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

ARTICLE 3

PRINTING OF AGREEMENTS

- 3.01 Each Party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one copy of the Agreement.
- 3.02 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 who are in the bargaining unit and are employed in classifications assigned to Appendix "A" of this Agreement.

- 4.02 This Agreement applies to a Regular Employee, however, where applicable shall be applied on a pro-rated basis for a Regular Employee who works Part-time.
- 4.03 This Agreement applies to a Temporary Employee, however, where applicable, shall be applied on a pro-rated basis for an Employee who works Part-time, except that:
- (a) Article 32 - Long Term Disability (LTD), shall not apply until after one (1) year of continuous employment in a term position, and;
 - (b) Article 46 – Staff Reductions, shall not apply.
- 4.04 This Agreement applies to a Casual Employee, except that:
- (a) the following shall not apply:
 - i. Article 17.03 - Compensatory Time Off
 - ii. Article 22 - Workers' Compensation Supplement
 - iii. Article 27 – Casual Illness
 - iv. Article 28 – General Illness
 - v. Article 30 – Health Benefits
 - vi. Article 31 - Insurance
 - vii. Article 32 – Long Term Disability (LTD)
 - viii. Article 33 – Pension Plan
 - ix. Article 35 – Paid Holidays
 - x. Article 36 – Annual Vacation Leave
 - xi. Article 37 – Special Leave
 - xii. Article 38 – Adoption/Parental Leave
 - xiii. Article 39 – Maternity Leave
 - xiv. Article 40.02 – Court Leave in Private Capacity
 - xv. Articles 41.01 – 41.04 - Military and Reservist Leave
 - xvi. Article 46 – Staff Reductions
 - (b) A Casual Employee who is dismissed for disciplinary reasons in accordance with Article 25 – Disciplinary Action, shall have access the Grievance procedure as provided in Article 26.01(d).
 - (c) Notwithstanding Article 4.04(a), an Employee hired for casual employment shall, in lieu of receiving:
 - (i) paid holidays pursuant to Article 35, be allowed, in addition to his regular wage earnings, pay at 5.2% of his regular hourly earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate, and;

- (ii) annual vacation leave pursuant to Article 36, be allowed, in addition to his regular hourly earnings, pay at 6% of his regular hourly earnings.

4.05 This Collective Agreement does not apply to students who are employed in the following categories:

- (a) Work Experience Activities
Students performing work as part of a work experience placement, which is required for program completion. Such Students would not normally work for more than two (2) terms and would not replace an Employee under this Collective Agreement.
- (b) Student Employment Programs
Students hired under special or cost-shared programs that have been implemented to create opportunities to gain work experience and who will not replace an Employee under this Collective Agreement.

4.06 Except as otherwise specified in this Collective Agreement, there shall be no pyramiding of leaves or benefits or other entitlements.

ARTICLE 5

MANAGEMENT RECOGNITION

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

ARTICLE 6

UNION RECOGNITION

6.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement.

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

6.03 The Employer will provide specific bulletin board space in the staff lounge and luncheon area for use of the Union. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.

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

ARTICLE 7

LEGISLATION AND THE COLLECTIVE AGREEMENT

- 7.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 7.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer policies or guidelines, the Collective Agreement shall supersede the policies or guideline.

ARTICLE 8

UNION MEMBERSHIP AND DUES CHECK-OFF

- 8.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed Statutory Declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 8.02 All Employees covered by this Agreement shall be required to pay Union dues as a condition of employment. The Employer shall, therefore, deduct Union dues from the pay of all Employees covered by this Agreement. The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 8.03 The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form or electronic format showing Employee number, starting date, employee type (Regular, Term or Casual), classification, gross earnings for the period deducted, amount of Union dues deducted, name and last known address. Further, the Employer shall provide to the Union, on a quarterly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.
- 8.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 9

EMPLOYER - UNION RELATIONS

- 9.01 The Employer will grant Union Representatives access to its premises for a specific purpose provided prior approval from the Senior Vice President of Human Resources at AIMCo has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor will be obtained through the Employer's Human Resources representative. The foregoing approval shall not be unreasonably denied.
- 9.02 On an annual basis or upon request, the Employer will provide the Union with a list of Human Resources representatives with whom it may arrange Employee appointments for the purpose of investigating grievances, and the Union shall provide a current list of Union Officers and Union Stewards to AIMCo.

ARTICLE 10

EMPLOYER - EMPLOYEE RELATIONS

- 10.01 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 10.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of employees at the workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.
- 10.03 The Employer recognizes the Union Steward as an official representative of the Union.
- 10.04 A new Employee shall be advised of the name and location of his Union Steward. The Union Steward will provide the Employee with a copy of the Collective Agreement.

ARTICLE 11

HARASSMENT AND DISCRIMINATION

- 11.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination and harassment are not tolerated.
- 11.02 Subject to the defence of bona fide occupational requirement available in the *Alberta Human Rights Act*, there shall be no discrimination by either party in respect of an Employee by reason of race, religious beliefs, color, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that Employee.
- 11.03 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:

- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;
- (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
- (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Harassment includes sexual harassment and workplace violence.

- 11.04 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that his or her actions are unwanted and improper.
- 11.05 If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall report the incident directly to her immediate supervisor, the Department Head or to the SVP Human Resources. An investigation will be conducted by the Employer. Employees are required to cooperate with any investigation. If the investigation determines that discrimination or harassment has occurred, disciplinary action, up to and including discharge, may be imposed by the Employer.
- 11.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 11.07 All complaints will be dealt with promptly, and to the extent possible, in a confidential manner.

ARTICLE 12

SAFETY AND HEALTH

- 12.01 The Employer and the Union agree to participate in the AIMCo Safety Program and no procedure, rule, regulation, standard or any other provisions contained in that document limits an individual's rights under the Occupational Health and Safety Act and the regulations thereto.
- 12.02 The Employer and the Union agree to participate in the Health and Safety Committee. A minimum of three (3) members of the committee will be bargaining unit Employees at any given time. If a Health or Safety issue, or concern with respect to the operation of this Article cannot be resolved by the Health and Safety Committee it will be referred to the Employee Management Advisory Committee for resolution and not by way of the grievance procedure.

- 12.03 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the Occupational Health and Safety Act.
- 12.04 An Employee shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his work site shall immediately notify his Supervisor.
- 12.05 The Employer or his designate, shall notify the President of the Union or his designate immediately after he is made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.
- 12.06 The Employer shall provide the Union, through its representatives on the Health and Safety Committee, with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 13

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 13.01 The Parties hereby agree as follows:
- (a) The Parties to this Collective Agreement agree to the desirability of an Employee-Management Advisory Committee for promoting harmonious relationships between the Employees, the Union and the Employer. A request by either Party to establish a committee shall not be unreasonably denied;
 - (b) The Union shall provide the names of up to three (3) representative and the Employer shall provide the names of up to three (3) representatives to sit on the Employee-Management Advisory Committee;
 - (c) An Employee shall be paid her basic rate of pay for attendance at these committee meetings;
 - (d) Unless otherwise mutually agreed, the Committee shall meet on a bi-monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the Co-Chairs.
 - (e) The Committee shall develop Terms of Reference. The Terms of Reference shall incorporate a method to achieve recommendations.

- (f) If the Parties, by mutual agreement, give the Committee authority to make recommendations within its Terms of Reference, the Committee will make recommendations for the consideration of the CEO or his designate, or the Union, as appropriate.
- (g) The desired function of the Employee-Management Advisory Committee is to examine and make recommendations regarding the concerns of Employees relative to employment matters which are not covered in the Collective Agreement.

ARTICLE 14

ACTING INCUMBENT

- 14.01 To receive acting incumbency pay an Employee shall be designated by a senior official at his place of work to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 14.02 Where an Employee is designated to be an acting incumbent in a position, his salary may be determined in accordance with the following provisions:
 - (a) if he is designated to act in a position within the Bargaining Unit, acting incumbency pay will be 3% of the employee's current Annual Salary applied on a pro rata basis for the period of the acting assignment;
 - (b) if he is designated to act in a position outside of the Bargaining Unit, acting incumbency pay will be provided, the amount of which will be determined in the sole discretion of Human Resources based on the duties and responsibilities of the acting assignment.
- 14.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 14.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.
- 14.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 15

ATTENDANCE

- 15.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to his immediate supervisor or designate prior to the Employee's normal starting time.
- 15.02 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify an individual designated to receive and/or authorize absences at his place of work of his intention to return to work no later than the preceding work day.
- This Article shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 15.03 An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify a senior official in writing at his place of work at least ten (10) full work days prior to the desired date of return. This Article shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 15.04 Time limits, pursuant to Articles 15.01, 15.02 and 15.03, shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact his supervisor or a senior official within the time limits specified.
- 15.05 Time limits, pursuant to Articles 15.01, 15.02 and 15.03, may be waived by the Employer when operational requirements allow.
- 15.06 An Employee with more than one year of service is required to provide the Employer with twenty (20) work days prior written notice of resignation. An Employee with less than one year of service is required to provide the Employer with ten (10) work days prior written notice of resignation.
- 15.07 An Employee who absents himself from his employment and who has not obtained the approval of an individual designated to authorize absences at his place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented him from reporting to his place of work.

ARTICLE 16

HOURS OF WORK

- 16.01 The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be seven and one-quarter (7 1/4) hours per day or thirty-six and one-quarter (36 1/4) hours per week.

- 16.02 An Employee's pay shall be based on the hours worked by an Employee.
- 16.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the work site unless otherwise approved by the Employee's supervisor. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 16.04 A meal period of not less than one-half (1/2) hour and, except where opted in "flextime" operations, not more than one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 16.05.
- 16.05 An employee who is directed by their supervisor or senior management representative to remain due to a specific assignment at his station of employment during his meal period shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 16.06 An Employee shall not be required, without his agreement, to work a split shift involving a break between work periods longer than the specified meal period.
- 16.07 Flexible or Modified Work Schedules
- (a) Based on mutual agreement between the Employer and an Employee, normal hours of work established for an Employee may contain variable hours of work per day in the form of flexible and/or compressed work week schedules. The Employer and Employee may agree to implement schedules that exceed thirty-six and one-quarter (36 ¼) hours in a week provided that the average weekly hours do not exceed thirty-six and one-quarter (36 ¼) hours over the rotation cycle of the schedule.
 - (b) The Employer has the sole right to determine the number of Employees who are required to be at work at any given time. In the event a flextime or modified work week system of hours does not meet operational requirements, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to normal hours of work in which case affected Employees shall be provided advance notice of thirty (30) calendar days.
 - (c) An Employee who is working according to a flexible or modified work week system may opt for regular times of work by providing the Employer advance notice of at least fourteen (14) calendar days.

- (d) Employees working according to a modified or flexible work week system of hours of work will have benefits and entitlements which are expressed in terms of daily or weekly entitlements, converted to produce the equivalent hours of benefits and entitlements as they would have had if the work week had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

ARTICLE 17

OVERTIME

- 17.01 Overtime applies when an Employee has been authorized by the Employer to work more than the normal hours of work stated in Article 16.01 to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employer prior to the Employee working the overtime hours.
- 17.02 An Employee who has been authorized to work overtime shall be compensated as follows:
 - (a) Subject to Article 17.07(a), for overtime hours worked on a regularly scheduled work day at time and one half his regular Hourly Salary for the first two (2) hours worked in excess of his regular daily hours and at double his regular Hourly Salary for hours worked in excess of two (2) hours;
 - (b) For overtime hours worked on day(s) of rest:
 - (i) at time and one-half his regular Hourly Salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, on a compressed work week day off or on his regularly scheduled first day of rest; and
 - (ii) at double his regular Hourly Salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;
 - (c) For purposes of this subsection, authorized travel on AIMCo 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.
- 17.03 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 before the end of the current calendar year and will be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. All compensatory time off not scheduled and approved as compensatory time off by the end of the current calendar year shall be paid out in cash by the end of January.

- 17.04 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 17.05 (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted the equivalent hours spent on training as compensatory time off, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at straight time rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work.
- 17.06 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 17.07 (a) 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.
- (b) Overtime compensated as compensatory time off shall be taken hour for hour, regardless of any difference in rate of pay between when the overtime was worked and when the overtime was taken as compensatory time off, except that compensatory time off paid out as the end of the calendar year in accordance with Article 17.03 shall be at the rate in effect at the time the overtime was worked. Compensatory time off is taken in the order in which it was worked.
- 17.08 Part-time Employees working less than the normal hours of work stated in Article 16.01 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 or weekly hours for full time Employees in the same classification, after which the overtime provisions of Article 17.02 shall apply.
- 17.09 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Article 16.07 of this Agreement shall apply.

ARTICLE 18

PREMIUM PAY

18.01 Shift Premium

- (a) Where, because of operational requirements, an Employee is scheduled by the Employer to work a period where at least one-half of the hours in such work period fall between 4:00 p.m. and 8:00 a.m., that Employee shall receive a premium of a dollar and seventy-five (\$1.75) cents per hour in addition to their regular Hourly Rate for all regular hours in that work period.
- (b) A Casual or Part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid a shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- (c) At no time shall shift differential be included with the Employee's regular rate of pay for purposes of calculating overtime payments, other premium payments, or any Employee benefits.
- (d) Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

18.02 Weekend Premium

- (a) An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of a dollar and seventy-five (\$1.75) cents 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 receives overtime compensation for working Saturday or Sunday as a day of rest.
- (b) At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of calculating overtime payments, other premium payments, or any Employee benefit.

ARTICLE 19

CALL BACK PAY

19.01 Subject to Article 19.03, when an Employee is called back to work by his supervisor for a period in excess of two (2) hours, including time spent travelling directly to and from work, he shall be compensated at the applicable overtime rate for hours worked pursuant to Article 17 and in no instance shall more than one provision apply. For such call back on a paid holiday, the rate of compensation shall be time and one half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter.

- 19.02 Subject to Article 19.03, an Employee who is called back to work one or more times within a two hour period and for whom the time worked and the time spent travelling directly to and from work totals two hours or less, shall be compensated at straight time for a minimum of three (3) hours.
- 19.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.
- 19.04 Telephone Calls:
- (a) Employees who are formally designated by the Employer to receive urgent work related telephone calls at home outside of normal working hours shall be compensated at the rate of one and one-half (1 1/2) times their regular Hourly Salary or the equivalent time in lieu for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making and receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single telephone call.
 - (b) Compensation for responding to telephone calls at home will not be paid in circumstances in which the telephone call results in the Employee having to leave home to return to work. In such cases, the provisions of Article 19.01, 19.02 and 19.03 shall apply.
- 19.05 For purposes of this Article, an Employee will be compensated either through a paid settlement or time off with pay in lieu of a paid settlement.

ARTICLE 20

REPORTING PAY

- 20.01 A Casual Employee shall be paid a minimum of three (3) hours pay at his Hourly Rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.
- 20.02 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at his hourly rate.

ARTICLE 21

STANDBY PAY

- 21.01 When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be compensated the amount of one-half (1/2) hour's pay at his regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the compensation shall be one (1) hour's pay at his regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof.
- 21.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 21.03 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Article 21.01 for the hours he was on standby in addition to compensation pursuant to Article 19 for the hours worked on call back.
- 21.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, where other qualified staff are available.
- 21.05 For purposes of this Article, an Employee will be compensated either through a paid settlement or time off with pay in lieu of a paid settlement.

ARTICLE 22

WORKERS' COMPENSATION SUPPLEMENT

- 22.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with AIMCo, the Employee and his Supervisor shall report the injury to a Senior Official at the place of work. The Senior Official shall record the date, time and nature of the injury on a form to be signed by the injured Employee. If the injury causes the Employee to be absent from work, the Employee and the Employer shall complete the required forms for Workers' Compensation and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive days.
- 22.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the Workers' Compensation Act.
- 22.03 The eligibility period specified in Article 22.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

- 22.04 When a day designated as a paid holiday under Article 35 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 22.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Article 22.01.
- 22.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.
- 22.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Article 22.01 is participating in the AIMCo CHOICES Benefit Program shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. The Employee and the Employer shall continue to pay their share of the applicable premium for such benefits.

ARTICLE 23

EMPLOYEE TRAVEL EXPENSES

- 23.01 Employees who incur travel and subsistence expenses in the performance of authorized AIMCo business shall be reimbursed for those reasonable expenses in accordance with the Employee Travel Policy.
- 23.02 The Employer agrees to consult with the Union prior to the alteration of the travel and subsistence rates contained in the Employee Travel Policy.

ARTICLE 24

PROBATIONARY EMPLOYEE AND PERIOD

- 24.01 A person hired to a position with the Employer shall serve a probationary period.
- 24.02 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period as specified for the classification.
- 24.03 (a) The period of probation shall start on the date of commencement and shall be six (6) months for employees classified as Administrative Support to level 5 and/or nine (9) months for all other classifications. The period of probation may be extended by written agreement of the Union and the Employer.

- (b) Continuous employment at AIMCo, immediately preceding the transition to a Regular Position, shall be counted towards the probationary period provided that the duties that were performed are comparable to the duties of the regular position and provided that such reduction of probationary period has the approval of the Employer.

24.04 On commencement of employment, a new Employee shall be provided with a copy of his position description.

ARTICLE 25

DISCIPLINARY ACTION

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

25.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Article 25.01 shall be notified of the time and place of the interview and if desired by the Employee he may arrange to be accompanied by a Union Representative or Union Steward. When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Article, the Union Steward must obtain prior approval from his supervisor to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

25.03 An Employee who has been subjected to disciplinary action may, after thirty-six (36) months of continuous service from the date the disciplinary action was invoked, request that his personal file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that thirty-six (36) months period; and
- (b) the disciplinary action is not the subject of an unresolved grievance.

25.04 The Employer will make reasonable arrangements to have an Employee's personal file available at a reasonable time for the Employee to examine his file in the presence of a Human Resources Department Representative, upon a request for the same being made by the Employee, once in every year and as well in the event of a grievance. The Employee may request a representative of the Union to be present at the time of the examination.

- 25.05 The personal file referred to in this Article is the personal file of an Employee maintained by the AIMCo Human Resources Office. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that payroll documentation pertaining to the Employee shall be retained electronically and made available in hard copy as required. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance shall be contained in this file.
- 25.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the personal file of the Employee shall be amended to reflect the award of the arbitrator or arbitration board.
- 25.07 Subject to Article 26, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 26

GRIEVANCE PROCEDURE

26.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) Notwithstanding Article 26.01(a), any complaint pertaining to a classification shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process.
- (c) A grievance concerning the dismissal or termination of employment of a probationary Employee, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (d) A grievance concerning the disciplinary dismissal of a Casual Employee may be submitted at Level 1 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted in writing and the decision given by the Designated Officer at Level 1 shall be final and binding on the Parties and all interested persons.
- (e) "Days" means calendar days.

- (f) "Demotion" means a transfer to a position with a lower Maximum Salary.
- (g) A Policy Grievance is a difference, which seeks to enforce an obligation of the Employer to the Union or the Union or its members to the Employer. A Policy Grievance shall not be an obligation that may or could have been the subject of a grievance by an Employee.

26.02 Meetings During Grievance Procedure

- (a) A Union Steward shall not discuss a grievance, or leave his place of work to investigate a grievance, during working hours without first obtaining permission from his supervisor to do so.
- (b) The Designated Officer or the aggrieved may request that a written grievance be discussed at Level 1 or Level 2 of the Grievance Procedure. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor. The grievor's request for a discussion shall not be unreasonably denied. This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding his grievance. When a request for discussion has been approved, leave with pay shall be allowed for such meetings that occur at their work location during their normal hours of work. However, the grievor and any accompanying Union Steward shall inform their respective supervisors before leaving and upon returning to their respective work places. Expenses incurred in attending the meeting may be claimed in accordance with the Subsistence, Travel and Moving Expenses Regulation.

26.03 Grievance Process

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

(a) Informal Meeting

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Immediate Supervisor or AIMCo Human Resources with a view to resolving it within fourteen (14) days of the occurrence of the act causing the grievance or within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance. If the dispute is not resolved satisfactorily, it may then be advanced to Level 1.

(b) Level 1

An Employee wishing to pursue a grievance, shall submit it in writing to AIMCo Human Resources at Level 1 within fourteen (14) days of the date upon which the subject of the grievance occurred or the time the Employee first became aware of the subject of the grievance.

The grievance when presented in writing must be signed by the Employee or group of Employees and the Union, and shall contain:

- (i) a summary of circumstances giving rise to the grievance.
- (ii) the provision(s) of the Agreement considered violated.
- (iii) the particulars of the remedy sought.

The Designated Officer shall reply in writing within fourteen (14) days of receipt of the grievance.

(c) Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that reply submit his grievance in writing to AIMCo Human Resources at Level 2.

The Designated Officer at Level 2 shall reply in writing to the Employee within fourteen (14) days of receipt of the grievance at Level 2 and shall submit a copy of his reply to the Union.

(d) Variance From Grievance Procedure

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

- (e) Grievances involving Dismissal, Suspension without Pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Article 26.03(d) above.

(f) Policy Grievance

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

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

26.04

Level 3 – Arbitration

- (a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the Employer shall be given to the CEO.
- (b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third, who shall act as Chairperson, to be mutually agreed upon by the other two (2), or to a single arbitrator or to a mediator-arbitrator.
- (c)
 - (i) The notice referred to in Article 26.04(a) above shall indicate which system of arbitration the party wishes to follow, and state the name of its nominee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator; or mediator-arbitrator, as the case may be;
 - (ii) Upon receipt of the notice referred to in Article 26.04(a) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its nominee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under 26.04(c)(i) above shall then, within seven (7) days, state the name of its nominee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Chair of the Labour Relations Board upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.

- (d) Where the Parties have submitted a grievance to a mediator-arbitrator, they shall request the mediator-arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the grievance. If the mediator-arbitrator determines that the Parties will not resolve their differences, then the mediator-arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator-arbitrator, or any determination made by a mediator-arbitrator shall not establish a precedent for any other grievance, difference or dispute.
- (e) A single arbitrator or mediator-arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator-arbitrator, within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.
- (f) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its nominees to the Board. The Parties shall bear equally the costs of arbitration board Chairpersons and single arbitrators and mediator-arbitrators.
- (g) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim his expenses incurred in attending the arbitration of his grievance in accordance with the Employer Travel Policy.
- (h) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

26.05

Power of Boards of Arbitration

- (a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.
- (b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any other matter that is not a proper matter for grievance under the Collective Agreement.
- (c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.

- (d) When disciplinary action against an Employee is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.
- (e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairperson governs and that decision is the decision of the Arbitration Board.

26.06 Arbitration Decisions

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

26.07 Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between the Employer or the Employer and the Union.
- (c) Service of Documents

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

- (I) in the case of an individual:
 - (i) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen (18) years old; or
 - (ii) by mailing it to him by registered or certified mail at his last known post office address; or
 - (iii) personally by a receipted courier service.
- (II) in the case of the Employer:
 - (i) personally on the CEO; or
 - (ii) by leaving it at or by sending it by registered or certified mail to the office of the CEO; or

- (iii) personally on the CEO by a receipted courier service.
- (III) in the case of the Employer:
 - (i) personally on the appropriate officer; or
 - (ii) by leaving it at or by sending it by registered or certified mail to the Human Resources representative of the Employer; or
 - (iii) personally on the appropriate officer by a receipted courier service.
- (IV) in the case of the Union:
 - (i) personally on the President, Secretary or an officer of the Union or by leaving it at an office occupied by the Union; or
 - (ii) by sending it by registered or certified mail to the address of the President, Secretary or an officer of the Union; or
 - (iii) personally on the President, Secretary or an officer of the Union by a receipted courier service.
- (V) The date of delivery establishes the date of receipt for documents that are served personally.
- (VI) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.
- (d) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 27

CASUAL ILLNESS

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

27.02 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is:

- (a) for day workers, the time between 8:15 a.m. and 12 noon or between 1:00 p.m. and 4:30 p.m., however, an Employee working under the flexible hours system who becomes ill or is granted time off for such appointments in the morning shall be given credit in his weekly or monthly hour requirement from the time he commenced work until 12 noon; and
- (b) for all others, half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven and one-quarter (7 1/4) hours.

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

27.04 This Article is subject to Article 29.

ARTICLE 28

GENERAL ILLNESS

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

- (a) eighty (80) consecutive work days; or
- (b) where the Employer approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly.

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 27.

28.02 Provided the Employee is not then absent from work due to illness, pursuant to Article 28.01, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Articles, and the application of such General Illness Leave shall be as set out in accordance with Article 28.03:

- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.

- (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
- (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
- (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
- (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.
- (h) For purposes of Article 28.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.

28.03

- (a) Subject to Article 28.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
 - (i) illness leave entitlements reinstated pursuant to Article 28.02 when the Employee returns to work in the next year of employment; or,
 - (ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.
- (b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

28.04

For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 32.

28.05

Notwithstanding Article 27 or Article 28.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 27 if:

- (a) the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits; or,
- (b) the absence is due to an intentional self-inflicted injury.

28.06 When a day designated as a Paid Holiday under Article 35 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

28.07 This Article is subject to Article 29.

ARTICLE 29

PROOF OF ILLNESS

29.01 To obtain illness leave benefits as described in Article 27 the Employer may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Article, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work and shall be reimbursed the cost of such medical certificate or satisfactory proof.

29.02 To obtain illness leave benefits as described in Article 28 the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

29.03 The Employer may require that an Employee undergo a medical examination or a medical interview by a physician mutually agreed to by both parties. When such examination or interview is for purposes other than meeting the requirements of Articles 28.01 and 28.02 the examination or interview shall be at the Employer's expense and on the Employer's time.

- 29.04 (a) The Employer may require that an Employee undergo a medical examination or a medical interview:
- (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 duties due to disability or illness.

- (b) The report of the physician shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of his position and the medical information leading to those conclusions.

29.05 The Parties agree that Casual and General Illness benefits as provided in Articles 27 and 28 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 30

HEALTH BENEFITS

30.01 Subject to Article 4, Employees shall participate in the AIMCo CHOICES Extended Medical Plan and Dental Plan in accordance with the terms and conditions of the insurance policy and plan conditions. The insurance policy and plan conditions shall not be considered as incorporated in this Agreement by reference or necessary intentment

30.02 Subject to Article 4, the Employer shall share the monthly premium cost of the AIMCo CHOICES Core Extended Medical Benefits Plan for participating Employees as follows:

- (a) at least 50% of the cost of the family premium where the Employee and his family are covered under the Plan; or
- (b) at least 50% of the cost of the single premium where only the Employee is covered under the Plan.

30.03 If the Employee selects the AIMCo Choices Enhanced Extended Medical Benefits Plan the Employer's total dollar contribution toward the cost of single or family coverage shall remain the same as for Core coverage. Employees shall pay 100% of the additional cost for Enhanced coverage.

30.04 Subject to Article 4, the Employer shall share the monthly premium cost of the AIMCo CHOICES Core Dental Plan for participating Employees as follows:

- (a) at least 90% of the cost of the family premium where the Employee and his family are covered under the Plan; or
- (b) at least 90% of the cost of the single premium where only the Employee is covered under the Plan.

30.05 If the Employee selects the AIMCo Choices Enhanced Dental Plan the Employer's total dollar contribution toward the cost of single or family coverage shall remain the same as for Core coverage. Employees shall pay 100% of the additional cost for Enhanced coverage.

30.06 If the Employer wishes to make changes to the CHOICES Benefit Program terms and conditions, the Employer shall consult with the Union prior to making any changes.

ARTICLE 31

INSURANCE

31.01 Subject to Article 4, Employees shall participate in the AIMCo CHOICES Group Life Insurance Plan in accordance with the terms and conditions of the insurance policy and plan conditions. The insurance policy and plan conditions shall not be considered as incorporated in this Agreement by reference or necessary intentment.

31.02 The amount of CHOICES Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:

- (a) 1.0 times basic salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$500,000; or
- (b) 2.5 times basic Annual Salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$500,000.

31.03 Each Employee insured for CHOICES Group Life Insurance shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of CHOICES Group Life Insurance.

31.04 The Employer shall pay two-thirds (2/3) and the Employee shall pay one-third (1/3) of the monthly premium costs where an Employee is covered for the insurance pursuant to Articles 31.02 and 31.03 above.

31.05 The Employer shall administer a policy of mandatory Dependent's Life Insurance and the entire premium shall be paid by the Employer.

31.06 If the Employer wishes to make changes to the CHOICES Group Life Insurance Plan terms and conditions, the Employer shall consult with the Union prior to making any changes.

31.07 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the AIMCo's Risk Management Agreement with the Government of Alberta.

ARTICLE 32

LONG TERM DISABILITY (LTD)

- 32.01 The eligibility of an Employee to participate in the AIMCo Long Term Disability (LTD) Plan is subject to Article 4 and all eligible Employees shall be covered in accordance with the provisions of the Plan.
- 32.02 The Employer and eligible Employees shall each pay fifty percent (50%) of the monthly premium costs for Long Term Disability benefits.
- 32.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the LTD Plan. Pursuant to Article 28.01 where the Employer approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- 32.04 Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle an Employee with a qualifying disability, to a total income, from sources specified under Article 32.05, of not less than seventy percent (70%) of his Monthly Salary received or which he is entitled to receive as an AIMCo Employee at the commencement of the LTD benefits pursuant to Article 32.03, up to a maximum benefit of \$4,000.00 per month.
- 32.05 The monthly LTD benefit amount to which an Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan and the Quebec Pension Plan;
 - (b) the amount of Workers' Compensation entitlement;
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer;
 - (d) Vacation Leave pay;
 - (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Article 32.06;
 - (f) any benefits awarded by a Crimes Compensation Board.

32.06 An Employee who, after qualifying for LTD benefits, returns to work on an approved rehabilitation program or obtains gainful employment, and the resulting income received is less than the Monthly Salary in effect immediately prior to the commencement of absence pursuant to Article 32.03 (pre-disability salary), shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.

Where the combination of reduced LTD benefits and income received is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary. Payments made pursuant to this Article shall not exceed a period of twenty-four (24) months for an approved rehabilitation program or thirty-six (36) months for gainful employment commencing the date the Employee is determined fit for gainful employment. A combination of payments for a rehabilitation program and gainful employment shall not exceed a period of thirty-six (36) months.

32.07 An Employee who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the AIMCo Employees' Group Extended Medical Benefits Plan, the AIMCo Group Dental Plan, and the AIMCO Group Life Insurance Plan, provided pursuant to the AIMCo CHOICES Benefit Program shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.

32.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

ARTICLE 33

PENSION PLAN

For Employees enrolled in the Public Service Pension Plan and hired effective July 1, 2008:

33.01 The Employer shall contribute to the Public Service Pension Plan ("PSPP") in accordance with the regulations of the PSPP. The PSPP shall not be considered as incorporated in this Agreement by reference or necessary intentment.

For Employees enrolled in the AIMCo Defined Contribution Pension Plan and hired or rehired after July 1, 2008:

33.02 The Employer shall contribute to AIMCo's Defined Contribution Pension Plan Registration No. 1201177(the "Plan") in accordance with the regulations of the Plan. The Plan shall not be considered as incorporated in this Agreement by reference or necessary intentment.

33.03 All new Employees shall enrol in the Plan in accordance with the regulations of the Plan.

33.04 A copy of a brochure outlining the Plan shall be provided by the Employer to each eligible Employee upon hiring or upon enrollment in the Plan.

ARTICLE 34

EMPLOYMENT INSURANCE PREMIUM REDUCTION

34.01 The Employer shall retain the full amount of any premium reduction, allowable under the Employment Insurance Premium Reduction Program, which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.

34.02 The premium reduction referred to in Article 40.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 35

PAID HOLIDAYS

35.01 Employees are entitled to one day's paid leave for each of the following holidays:

- | | | |
|-----|-----------------------|-------------------|
| (a) | New Year's Day | Labour Day |
| | Family Day | Thanksgiving Day |
| | Good Friday | Remembrance Day |
| | Easter Monday | Christmas Day |
| | Victoria Day | Boxing Day |
| | Canada Day | Christmas Floater |
| | Civic Holiday (1 day) | |

35.02 If a municipality does not proclaim a Civic Holiday as specified in Article 33.01, the first Monday in August shall be observed as such holiday.

35.03 When a day designated as a holiday under Article 33.01 falls during an Employee's work week and an Employee is not required to work, the employee shall be granted holiday leave on that day.

35.04 When a day designated as a holiday under Article 33.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.

35.05 When an Employee works on or travels on AIMCo business one of the holidays listed in Article 33.01, the Employee shall receive either:

- (a) his regular salary plus time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; or
- (b) in lieu of his regular salary, time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; plus a day off in lieu with pay.

35.06 When a day off in lieu is granted under Article 35.05(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and the Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.

35.07 When an Employee is called back to work on a paid holiday, he shall be compensated in accordance with the provisions of Article 19 and Article 35.05 does not apply.

ARTICLE 36

ANNUAL VACATION LEAVE

36.01 An Employee shall not take vacation leave without prior authorization from the Employer.

36.02 An Employee hired into a permanent or temporary salaried position shall receive one (1) work day vacation for each full calendar month of service completed in that first calendar year. An Employee commencing with the Employer on or before the fifteenth (15th) day of any month shall earn one (1) work day vacation for that month. An Employee commencing on or after the sixteenth (16th) day of any month shall earn one (1) work day vacation from the first day of the following month.

- (a) Vacation credited in this Article shall be taken by the Employee no later than the end of the second calendar year of employment.
- (b) Should an Employee terminate employment prior to the end of the first calendar year and have taken more vacation than they had earned, the Employee will be required to pay back the unearned amount at the same rate that it was paid to the Employee.

36.03 Vacation entitlements with pay, shall be as follows:

- (a) An Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive fifteen (15) work days' vacation.
- (b) An Employee who has completed eight (8) years' service as of December 31st, shall in the subsequent year(s) receive twenty (20) work days' vacation.

- (c) An Employee who has completed sixteen (16) years' service as of December 31st, shall in the subsequent year(s) receive twenty-five (25) work days' vacation.
- (d) An Employee who has completed twenty-five (25) years' service as of December 31st, shall in the subsequent year(s) receive thirty (30) work days' vacation.
- (e) An Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of his service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.

36.04 All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Article 36.12.

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

36.06 An Employee shall earn vacation leave pursuant to Article 36.03 when authorized, during the following absences:

- (a) financially assisted Education Leave;
- (b) The first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and
- (c) any other leave of absence with or without pay for the first twenty-two (22) work days.

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

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

- (i) within sixteen (16) months after the end of that year; and
- (ii) at such time or times as may be approved by the Employer.

- (b) If the exigencies of his duties prevent an Employee from taking his vacation leave or part thereof within the sixteen (16) month period specified by Article 36.08(a), he shall take that leave within the six (6) months following that period.
- (c) If an Employee, for sufficiently valid personal reasons, wishes to take his vacation leave or part thereof within six (6) months after the end of the sixteen (16) month period specified in Article 36.08(a), he shall be permitted to do so at such time or times as the Employer may approve.
- (d) Vacation leave shall normally not be postponed as provided by (b) and (c) of this Article in two (2) successive years.
- (e) When vacation leave is taken within the last four (4) months of the sixteen (16) month period specified in Article 36.08(a) or is postponed as provided by Article 36.08(b) or 36.08(c), it may be taken immediately before the next period of vacation leave to which the Employee is entitled.
- (f) Notwithstanding the other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by him in the following year shall be correspondingly reduced.

- 36.09 Where an Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.
- 36.10 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 36.11 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented himself from employment and the provisions of Article 15.07 shall apply.
- 36.12 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case he shall receive vacation pay for such vacation earned but not taken.
- 36.13 The Employer shall, subject to the operational requirements of the Department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.

ARTICLE 37

SPECIAL LEAVE

37.01 An Employee who requires time off from work, may be granted special leave without loss of pay upon approval by a senior official at his work place. The maximum leave available under this Article is 10 days in a calendar year, except where approval is obtained from the Employer for additional bereavement leave as described in Article 37.03. The circumstances under which special leave may be approved are subject to Article 37.02 and subject to the corresponding yearly maximum number of work days as follows:

- (a) illness within the immediate family – up to ten (10) days;
- (b) bereavement – up to ten (10) days around the date of the funeral;
- (c) administration of estate – up to two (2) days;
- (d) moving household effects - one (1) day;
- (e) disaster conditions – up to two (2) days;
- (f) write examination(s) for course(s) approved by the Employer - as required;
- (g) to study for an examination(s) for course(s) approved by the Employer – up to three (3) days per exam, to a maximum of six (6) days (or two exams) per year;
- (h) attend funerals as pall-bearer or mourner, for persons not listed in Sub-Article 37.02(b) - time off as required not to exceed one (1) day;
- (i) be present at birth or adoption proceedings of an Employee's child - one (1) day;
- (j) attend formal hearing to become Canadian Citizen - one (1) day.

37.02 For purposes of determining eligibility for special leave under Article 37.01, the following provisions shall apply:

- (a) an Employee who requires time off work, shall be granted leave without loss of pay for a period of up to ten (10) working days, including travel time, if there is an illness in his/her immediate family. Immediate family means spouse, benefit partner, son, daughter, mother or father. 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, benefit partner, or any of the following relations of an Employee, spouse, or benefit partner: parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;
- (e) moving of household furniture and effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household furniture and effects during his normal working hours and if he has not already qualified for such special leave within the preceding twelve (12) months. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (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.

37.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave, disaster conditions and travel time for illness within the immediate family or bereavement may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the Deputy Head when ten (10) days special leave has already been utilized within a calendar year.

37.04 Two weeks notice may be required for leave requested under Article 37.01 (c), (d), (f) and (j).

ARTICLE 38

ADOPTION/PARENTAL LEAVE

38.01 An Employee who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to 37 consecutive weeks within 52 weeks of the child being placed with the adoptive parent for the purposes of adoption. The Employee shall furnish proof of adoption and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.

- 38.02 A male Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 37 consecutive weeks within 52 weeks after his child's birth. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- 38.03 An Employee granted leave without pay pursuant to Article 38.01 or 38.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks notice in writing of their intention to return to work.
- 38.04 An Employee who at the commencement of Adoption/Parental Leave is participating in the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan provided pursuant to the AIMCo CHOICES Benefit Program shall continue to be covered under these Plans throughout the total period the Employee is on Adoption/Parental Leave, and the Employer and the Employee premium contributions if applicable shall continue.
- 38.05 The full entitlement to maternity and parental leave for pregnant employees is provided under Article 39 and not under this Article.

ARTICLE 39

MATERNITY LEAVE

- 39.01 In this Article "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.
- 39.02 An Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 52 weeks of maternity leave without pay which includes parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the Employer at least two (2) weeks notice in writing of the date on which she intends to commence leave.
- 39.03 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the Employer, may shorten this six (6) week period by providing the Employer with a medical certificate indicating the resumption of her full duties will not endanger her health.

- 39.04 An Employee granted leave without pay pursuant to Article 39.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks notice in writing of their intention to return to work.
- 39.05 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that she is no longer able to carry out her full normal duties, she may commence her maternity leave at an earlier date. If the Employee presents medical evidence supporting her inability to continue work the Employee will be eligible for illness benefits in accordance with Articles 27, 28 and 32 of this Agreement up to the date of delivery.
- 39.06 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period she has provided medical evidence from her physician which satisfies the Employer she remains medically unable to do her job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first. An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Article 39.02 and 39.03. An Employee who is eligible for S.E.B. plan shall not be eligible for illness leave benefits pursuant to Articles 27, 28 and 32.
- 39.07 Notwithstanding any other provisions in this Article, if during the ten (10) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Employer may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 39.08 An Employee who has completed one (1) year of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of vacation leave shall be treated like a new Employee. All previous service with the Employer will be used in calculating entitlements under Article 36.
- 39.09 A pregnant Employee who presents medical evidence from her physician, which satisfies the Employer that continued employment in her present position may be hazardous to herself or to her unborn child, may request a transfer to a more suitable position if one is available.

39.10 An Employee who at the commencement of Maternity Leave is participating in the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on Maternity Leave, and the Employer and the Employee premium contributions if applicable shall continue.

ARTICLE 40

COURT LEAVE

40.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce government records, or is required to serve as a juror under the Jury Act, he shall be allowed leave with pay, but any monies receivable by him shall be paid to the Employer.

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

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

ARTICLE 41

MILITARY and RESERVIST LEAVE

41.01 The Employer may grant military leave to an Employee:

- (a) where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
- (b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or
- (c) where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

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

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

41.04 When an Employee has been granted military leave in accordance with Article 41.01(c) or Article 41.03, and that Employee produces a letter from National Defence Headquarters to the Employer, stating the amount paid by the Department of National Defence to such Employee, that Employee shall receive his full rate of pay from the Employer, less the amount he received from the Department of National Defence.

41.05 Reservist Leave, in accordance with the Employment Standards Code, will be granted in the event an Employee is deployed to an operation outside of Canada (including any required pre or post deployment activities) or for annual training exceeding ten (10) working days. This Reservist Leave shall be granted without pay.

ARTICLE 42

TIME OFF FOR UNION BUSINESS

42.01 Subject to Article 42.03, time off, without loss of regular earnings, will be provided for the following:

- (a) Authorized Union Representatives, not to exceed three (3) in number for time spent meeting with representatives of the Employer at formal Employee Management Advisory Committees meetings where matters of mutual concern are discussed;
- (b) For time spent meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the Occupational Health and Safety Act.

42.02 Subject to Article 42.03, time off, without pay, will be provided for the following:

- (a) Members of the Local Executive, to administer the Local; such meetings to be held normally on a Saturday;
- (b) Members of the Local Councils to attend meetings as required for the preparation for and during the negotiation of a new Collective Agreement; such meetings to be held normally on a Saturday;
- (c) Members of the Chapter Negotiating Committees for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union preparatory meetings during these negotiations;
- (d) Members elected as delegates to attend the Annual Convention of the Alberta Union of Provincial Employees;
- (e) Members designated as delegates representing the Union at Conventions of other Employee organizations;

- (f) Members elected as representatives of the Union to attend Seminars and Chapter Meetings. It is understood that wherever possible such Seminars and Chapter Meetings will be held during periods when AIMCo Offices are closed;
- (g) Members of the Provincial Executive of the Union, to attend general meetings which are normally held once every two (2) months on a Saturday; and,
- (h) Members of Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a week day:
- (i) Members of the Union Executive Committee, to attend meetings, which are normally held monthly on a Friday.
- (j) Members who have been appointed to the Joint Public Service Pension Board, to attend Board meetings or Board authorized training.
- (k) When elected to the position of the Union President or Executive Secretary Treasurer an Employee shall be granted a leave of absence for the duration of their time in office. Article 42.04 shall not apply to this leave. Upon completion of their time in office they will return to their former position.
- (l) When elected to the position of the Union Vice President an employee shall be granted a leave of absence for the duration of their time in office as required to carry out their duties.

42.03 In all of the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Human Resources Department with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Article 42.02; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.

42.04 To facilitate the administration of Article 42.02, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 43

LEAVE WITHOUT PAY

- 43.01 An Employee may request a leave of absence without pay. 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.
- 43.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 43.03 An Employee who at the commencement of a Leave Without Pay is participating in the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan provided pursuant to the AIMCo CHOICES Benefit Program shall continue to be covered under these Plans throughout the total period the Employee is on a Leave Without Pay, and the Employer and Employee premium contributions shall continue.

ARTICLE 44

JOB OPPORTUNITIES

- 44.01 When a new position is created or when a vacancy occurs in any classification (Regular or Temporary in excess of four (4) weeks) covered by this Collective Agreement, the Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and hours of work;
- (d) pay grade;
- (e) if temporary, the anticipated duration of such position.

All applications for job postings shall be made in writing to the contact person designated on the posting.

- 44.02
- (a) When filling new positions or vacancies, the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.
 - (b) When filling new positions or vacancies, the determining factors shall be, job related skills, training, knowledge, ability and experience.

- 44.03 A Regular Employee who applies for and is successful on a Temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a Temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of the Temporary term, the Regular Employee shall return to her former position. At the completion of her Temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.
- 44.04 The Union and Employer agree to waive the posting provision in this Article to accommodate return to work programs.

ARTICLE 45

JOB CLASSIFICATION

New Classifications

- 45.01 The Employer may establish new classifications during the term of this Agreement and assign such classifications to a pay range. In such event, the Employer shall notify the President of the Union of such altered or new classification and the pay range allocation. Upon request by the Union the parties will meet to discuss the rationale for the pay range allocation and any issues or concerns that the Union may have with the allocation.

Classification Review

- 45.02 (a) An Employee who has reason to believe that she is improperly classified due to a substantial change in job duties shall work with her supervisor to create a revised job description. The revised job description and a written request to have her classification reviewed shall be forwarded to the AIMCo Classification Review Committee, with a copy to her supervisor. The Committee will review the application and notify the Employee, within sixty (60) calendar days of receipt of the application, of the result of the review.
- (b) Should the Employee disagree with the results of the classification review, the Union and the Employee may request a review hearing before the AIMCo Classification Review Committee. The hearing will occur within 14 calendar days of the request unless otherwise agreed between the parties. The Committee will notify the Employee and the Union of the result of the review hearing within sixty (60) calendar days of the review hearing. The decision of the Committee is final and binding on both parties and may not be subject to the grievance procedure or arbitration.
- (c) Successful classification reviews shall be effective from the date that the original request for review was submitted to the AIMCo Classification Review Committee.

ARTICLE 46

STAFF REDUCTIONS

46.01 It is the Employer's goal to maintain employment for Regular Employees and to manage changes in its business in a manner which recognizes the need to assist Employees when such changes affect their employment.

Lay-offs

46.02 "Lay Off" is defined as a temporary separation from employment with an anticipated future recall.

46.03 Except in circumstances beyond the reasonable control of the Employer, the notice for the lay-off of Employees shall be as follows:

- (a) fourteen (14) calendar days for Employees having Regular status;
- (b) seven (7) calendar days for Employees having Temporary status.

46.04 When similar Employees are to be reduced due to a temporary lack of work, the Employer shall lay off such Employees in reverse order of their seniority, provided those retained are qualified and able to immediately perform the work remaining to be done.

46.05 An Employee may be recalled only to the position from which the Employee was laid off. Recall shall occur in order of seniority provided the Employee recalled is qualified and able to immediately perform the work that is available.

46.06 Recall rights shall be forfeited:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) when the Employee does not return to work within three (3) work days of the stated reported date when recalled by the Employer or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
- (c) upon the expiry of one hundred and eighty (180) calendar days following lay-off during which time the Employee has not been recalled to work.

46.07 The method of recall shall be by telephone and, if such is not possible, by letter via registered mail sent to the Employee's last known place of residence.

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

- 46.09 If a Regular Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off, he shall be provided with severance pay as provided for in Article 46.18. Only Employees with at least one (1) year of continuous service with the Employer will be provided with severance pay.
- 46.10 Upon payment of the severance pay, an Employee's employment shall be terminated and the Employee shall have no further rights under this Agreement.

Position Elimination

- 46.11 The Employer shall give a Regular Employee at least sixty (60) calendar days prior written notice of a staff reduction resulting from the elimination of the Employee's position. The Employer will provide a copy of the written notice to the Union.
- 46.12 When similar Employees are to have their position eliminated, the Employer shall eliminate such Employees in reverse order of their seniority, provided those retained are qualified and able to immediately perform the work remaining to be done.
- 46.13 During the sixty (60) day notice period, the Employee shall endeavor to obtain an alternate position through consultation with the Employer and Union and by applying for available vacancies.
- 46.14 During the sixty (60) day notice period, the Employer will allow the Employee a reasonable amount of time off to be interviewed by prospective external employers. The Employer will provide a maximum of three days with pay for this purpose; all additional time required for interviews by prospective external employers will be granted without pay.
- 46.15 If the Employee does not obtain an alternate position pursuant to Article 46.13, he shall be provided with severance pay as provided for in Article 46.18. Only Employees with at least one (1) year of continuous service with the Employer will be provided with severance pay.
- 46.16 Severance pay will not be paid to an Employee who was dismissed, resigned or retired during the sixty (60) day notice period or who refused to accept an alternate position with the Employer at the same or a higher Maximum Salary without a reason satisfactory to the Employer. In such a case, the Employee shall forfeit all rights to severance pay.
- 46.17 Upon payment of the severance pay, an Employee's employment shall be terminated and the Employee shall have no further rights under this Agreement.

Severance Pay

46.18 Severance pay will be in the amount provided in the following schedule:

Full Years of Continuous Service	Severance Pay Months of Pay at Regular Rates of Pay
1 – 3	3
4	4
5	5
6 – 7	6
8 - 9	7
10 or more years	8

ARTICLE 47

RATES OF PAY

- 47.01 Employees shall be paid for work performed at the Base Pay Salary rates set out in Appendix "A" as determined in accordance with this Article.
- 47.02 All Employees shall be hired to a classification and placed within the applicable base pay salary range based on the Employer's assessment of the Employee's competencies, previous experience and education.
- 47.03 The Employees shall be paid semi-monthly.
- 47.04 Subject to satisfactory performance and any other terms of this Collective Agreement providing for the withholding of or delay in granting of an increment, an Employee's Base Pay Salary will be increased by three point five percent (3.5%) following the completion of each year of service, until such time as the Base Pay Salary Maximum for the classification is reached.
- 47.05 When an Employee is transferred to a classification with a higher base pay salary range, he shall be advanced to the appropriate Base Pay Salary rate in the new classification which provides the Employee with a minimum of a three point five percent (3.5%) increase in his rate of pay.

ARTICLE 48

TERM AND EFFECTIVE DATE

- 48.01 This Agreement shall be effective from the beginning of the month following the date of signing until August 31, 2013, and shall remain in effect thereafter until a replacement agreement is established under the Public Service Employee Relations Act.

Appendix "A"
Pay Ranges Effective September 1, 2010

Employees who are employed by AIMCo on July 1, 2011 shall be eligible for a lump sum payment of twenty-two hundred dollars (\$2,200.00) upon ratification of the collective agreement. The lump sum payments shall be paid within thirty (30) days of ratification of the collective agreement by the parties.

PAY RANGE	BASE PAY MINIMUM: Annual	BASE PAY MAXIMUM: Annual
Administrative Support 1	\$ 30,312	\$37,260
Administrative Support 2	\$31,104	\$39,708
Administrative Support 3	\$34,944	\$43,896
Administrative Support 4	\$38,448	\$48,516
Administrative Support 5	\$41,856	\$52,980
Administrative Support 6	\$45,372	\$57,660
Legal Administration 1	\$42,444	\$51,984
Legal Administration 2	\$46,896	\$57,660
Legal Administration 3	\$50,172	\$61,800
Legal Administration 4	\$53,820	\$66,456
Legal Administration 5	\$61,800	\$76,572
Administration 1	\$47,940	\$62,364
Administration 2	\$54,300	\$71,268
Finance 1	\$45,132	\$63,660
Finance 2	\$53,040	\$69,576
Finance 3	\$60,756	\$79,692
Finance 4	\$66,552	\$87,408

Appendix "A"
Pay Ranges Effective September 1, 2011

An Employee's Base Pay Salary shall be adjusted by a 2.5% cost of living increase effective September 1, 2011.

PAY RANGE	BASE PAY MINIMUM: Annual	BASE PAY MAXIMUM: Annual
Administrative Support 1	\$31,070	\$38,192
Administrative Support 2	\$31,882	\$40,701
Administrative Support 3	\$35,818	\$44,993
Administrative Support 4	\$39,409	\$49,729
Administrative Support 5	\$42,902	\$54,305
Administrative Support 6	\$46,506	\$59,102
Legal Administration 1	\$43,505	\$53,284
Legal Administration 2	\$48,068	\$59,102
Legal Administration 3	\$51,426	\$63,345
Legal Administration 4	\$55,166	\$68,117
Legal Administration 5	\$63,345	\$78,486
Administration 1	\$49,139	\$63,923
Administration 2	\$55,658	\$73,050
Finance 1	\$46,260	\$65,252
Finance 2	\$54,366	\$71,315
Finance 3	\$62,275	\$81,684
Finance 4	\$68,216	\$89,593

Appendix "A"
Pay Ranges Effective September 1, 2012

An Employee's Base Pay Salary shall be adjusted by a 3.5% cost of living increase effective September 1, 2012.

PAY RANGE	BASE PAY MINIMUM:	BASE PAY MAXIMUM:
	Annual	Annual
Administrative Support 1	\$32,157	\$39,528
Administrative Support 2	\$32,997	\$42,125
Administrative Support 3	\$37,071	\$46,568
Administrative Support 4	\$40,789	\$51,469
Administrative Support 5	\$44,404	\$56,205
Administrative Support 6	\$48,134	\$61,170
Legal Administration 1	\$45,028	\$55,149
Legal Administration 2	\$49,751	\$61,170
Legal Administration 3	\$53,226	\$65,562
Legal Administration 4	\$57,096	\$70,502
Legal Administration 5	\$65,562	\$81,233
Administration 1	\$50,859	\$66,160
Administration 2	\$57,606	\$75,607
Finance 1	\$47,879	\$67,535
Finance 2	\$56,269	\$73,811
Finance 3	\$64,455	\$84,543
Finance 4	\$70,603	\$92,729

LETTER OF UNDERSTANDING #1

BETWEEN:

THE ALBERTA INVESTMENT MANAGEMENT CORPORATION
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

PAYOUT OF ANNUAL VACATION

The Parties agree:

1. Notwithstanding Article 36.12 of the Agreement, an Employee may request a payout of earned vacation up to the amount exceeding two (2) years of current vacation entitlements;
2. An employee who has been approved for an advance payment of group life insurance due to terminal illness may request a payout of all earned annual vacation.
3. The request is subject to the approval of the CEO or designate.
4. This Letter of Understanding does not form part of any Collective Agreement and is not subject to the Grievance Procedure.
5. This Letter of Understanding shall remain in effect as provided in Article 48 of the Agreement.

Leo de Bever, Chief Executive Officer

Guy Smith, AUPE President

Date

Date

LETTER OF UNDERSTANDING #2

BETWEEN:

THE ALBERTA INVESTMENT MANAGEMENT CORPORATION
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

LEARNING AND WELLNESS

The parties agree the Employer shall maintain a fund created to support ongoing learning and encourage individual commitment to personal health.

Financial assistance in the amount of five hundred dollars (\$500.00) for each eligible employee will be available in each year on April 1st.

Eligible reimbursements will be established in accordance with the current practices applied by the Employer. Should the reimbursement eligibility change during the life of the agreement the Employer will advise the Union in writing.

This letter of Understanding will expire on August 31, 2013.

Leo de Bever, Chief Executive Officer

Guy Smith, AUPE President

Date

Date

LETTER OF UNDERSTANDING #3

BETWEEN:

THE ALBERTA INVESTMENT MANAGEMENT CORPORATION
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

PERFORMANCE EVALUATION AND PAY FOR PERFORMANCE

The parties agree to explore a new method of performance evaluation and merit pay. The parties will create a pilot project with an implementation date of October 1, 2011.

Effective October 1, 2011, this Letter of Understanding will amend the terms of Article 47.04 for the life of the Collective Agreement.

The frame work for the pilot project shall be as follows:

Performance Evaluation

- (a) A performance evaluation of each Employee will occur on an annual basis. The performance evaluation will be conducted as close as possible to the Employee's anniversary date.
- (b) The performance evaluation will be based upon the previous year's performance documented in the year end assessment.
- (c) The Employee's immediate supervisor shall provide the Employee with a copy of the year end assessment.
- (d) If an Employee disagrees with his year end assessment, the Employee may request a review hearing before the AIMCo Assessment Review Committee. Any such request must be made within 14 days of the Employee's receipt of the year end assessment. The Committee will be made up of one representative appointed by AIMCo and one representative appointed by the Union. The Employee, a Union representative (if requested by the Employee) and the Employee's immediate supervisor shall attend and present at the review hearing. The Committee will notify the Employee and the Union of the result of the review hearing within sixty (60) calendar days of the review hearing. The decision of the Committee is final and binding on both parties and may not be subject to the grievance procedure or arbitration.

Merit Pay

- (a) Subject to any other terms contained within this Collective Agreement providing for the withholding of, or delay in granting of, a salary increase, an Employee's progression within the base pay salary range shall be based on performance.

- (b) The Base Pay Salary of an Employee shall be increased in each year on their anniversary in accordance with (c) below until the Maximum Salary in the base pay salary range is reached within the Employee's respective classification.
- (c) The annual merit Base Pay Salary increase (as a percentage of current Base Pay Salary) will be determined by the Employee's performance rating in accordance with the following:
 - (i) Quality High – Base Pay Salary increase of five percent (5%); or
 - (ii) Quality Solid – Base Pay Salary increase of four percent (4%); or
 - (iii) Quality Improving – Base Pay Salary increase of 3 percent (3%); or
 - (iv) Improvement Required – Base Pay Salary increase of zero percent (0%).

Notwithstanding (i) above, any Employee who receives an Improvement Required performance rating will be re-evaluated six (6 months) after the annual performance evaluation. If the Employee's performance rating has improved to Quality Improving, Quality Solid or Quality High, the Employee will be provided with a merit salary increase equal to 50% of the relevant increase referred to above, effective the date of the re-evaluation.

- (d) Employees who are at the maximum of their base pay salary range will be provided with a lump sum payment equal to the increase they would have received in (i) – (iv) above if they had not been at the Maximum Base Pay Salary. Lump sum payments shall be paid on the first pay period following their anniversary date in each year. Such lump sum will not increase the employee's Base Pay Salary for any purpose.

This Letter of Understanding will expire on August 31, 2013. The result of the pilot project will be discussed during the next round of bargaining. The parties agree to return to the current language in Article 41.04 should the parties not reach agreement on the success of the pilot project.

Leo de Bever, Chief Executive Officer

Guy Smith, AUPE President

Date

Date

IN WITNESS WHEREOF the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

Signed this _____ day of _____, 2011

Witness

Chief Executive Officer
AIMCo

Witness

GUY SMITH
President, Alberta Union of
Provincial Employees