

MASTER AGREEMENT

BETWEEN

**THE GOVERNMENT OF
THE PROVINCE OF ALBERTA**

AND

**THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

May 17, 2011

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This Agreement made the 17th day of May, 2011

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(hereafter referred to as the Employer)

OF THE FIRST PART

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(hereafter referred to as the Union)

OF THE SECOND PART

- and -

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Crown pursuant to the Public Service Employee Relations Act; and

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

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

- (a) 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) "Commissioner" means the Public Service Commissioner;
- (e) "Department" in addition to its ordinary meaning, includes any part or organizational unit of the public service of Alberta designated as a department by the Lieutenant Governor in Council;
- (f) "Deputy Head" means the chief officer of a department;
- (g) "Designated Officer" means a person who is authorized on behalf of the Employing Department to deal with grievances and is excluded pursuant to Section 12(1)(d) of The Public Service Employee Relations Act;
- (h) "Employee" means a person employed by the Employer under authority of the Public Service Act who is in the Bargaining Unit covered by this Collective Agreement and who is employed in one of the following categories:
 - (i) the permanent service which consists of persons appointed pursuant to section 18(1) of the Public Service Act to either full or part-time permanent positions; or
 - (ii) the temporary service which consists of persons appointed pursuant to section 18(1) of the Public Service Act to temporary positions; or
 - (iii) the wage service which consists of persons defined in Section 26 of the Public Service Act hired for full or part-time wage employment.
- (i) "Probationary Employee" means a person, who during his initial period of employment is serving a probationary period;
- (j) "Apprentice" means a person as defined within the Apprenticeship and Industry Training Act who is serving a special training period in the Government Apprenticeship Program;
- (k) "Permanent 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.

- (l) "Temporary Position" means a position established as such in which the incumbent is required for continuous employment for a limited period, and includes:
 - (i) "Apprenticeship Position" in which the incumbent is initially hired as an apprentice as defined under the Apprenticeship and Industry Training Act and is employed in the Government Apprenticeship Program;
 - (ii) "Project Position" in which the incumbent is employed for the duration of a project;
 - (iii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties;
 - (iv) "Sessional Position" in which the incumbent is employed for specified sessions.
- (m) "Wage Employment" is employment pursuant to 1.01(h)(iii) above;
- (n) "Bi-weekly Salary" means annual salary divided by twenty-six decimal one (26.1);
- (o) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
- (p) "Annual Salary" means the annual amount of an Employee's regular salary or hourly rate of pay including pay differential for working more than the normal weekly hours of work applicable to a classification; but excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
- (q) "Grade" means the periods, assigned to a class, within the salary grid;
- (r) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
- (s) "Maximum Salary" means:
 - (i) the highest period of the highest grade assigned a class; or,
 - (ii) the job rate where no grade has been assigned a class.
- (t) "Minimum Salary" means the lowest period of the lowest grade assigned to a class;
- (u) "Month" means a calendar month;
- (v) "Period" means a single salary rate within the grade;
- (w) "Work Day" means any day on which an Employee is normally expected to be at his place of employment;
- (x) "Dismiss" means to discharge an Employee for just cause;
- (y) "Increment" means the difference between one period and the next period within the same grade or, when increasing or decreasing an Employee's salary by an increment and a change in grade is necessary, an amount equal to two (2) grades higher or lower than his current period, whichever is applicable;

- (z) "Employer" means the Crown in right of Alberta, as represented by the Public Service Commissioner or the Deputy Head of a Department or any person acting on behalf of either or both of them, as the context of this Agreement may require;
- (aa) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements.

ARTICLE 2 - TERMS OF EMPLOYMENT

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

- (a) alter rates of Employee compensation, or,
- (b) alter any Employee entitlement or Employee rights

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

ARTICLE 3 - MASTER/SUBSIDIARY AGREEMENTS

3.01 The Parties agree that the terms and conditions contained in this Master Agreement are predominant. Notwithstanding the generality of the foregoing it is recognized:

- (a) the terms or conditions of this Agreement may be modified by mutual agreement of the Parties to meet peculiarities of particular occupational categories included in subsidiary agreements, and,
- (b) such modified terms or conditions shall not be deemed contrary to any Article contained in this Master Agreement but shall be deemed to have force and effect as exceptions.

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 the subsidiary agreements.

4.02 This Agreement applies to an Employee:

- (a) appointed to a permanent position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and
- (b) appointed to a temporary position, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except that:
 - (i) Article 15, Position Abolishment, shall not apply, and
 - (ii) Article 33A, Long Term Disability, shall not apply until after one (1) year of continuous employment in a temporary position, and

- (iii) Apprentices shall not have access to Article 29, Grievance Procedure, for termination of employment, as a result of either:
 - (a) failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or,
 - (b) lack of appropriate work, or,
 - (c) the unavailability of tradesmen positions upon completion of the apprenticeship program;
- (c) hired for wage employment, except that the following shall not apply:
 - (i) Article 15 Position Abolishment
 - (ii) Clause 17.04 Compensatory Time Off
 - (iii) Article 23 Workers' Compensation Supplement
 - (iv) Article 29 In the case of termination of employment
 - (v) Article 31 Casual Illness
 - (vi) Article 32 General Illness
 - (vii) Article 33A Long Term Disability
 - (viii) Article 34 Health Plan Benefits and Dental Plan
 - (ix) Clause 35.01 Group Life, Accidental Death and Dismemberment, Dependent's Life
 - (x) Article 36 Paid Holidays
 - (xi) Article 37 Annual Vacation Leave
 - (xii) Article 38 Special Leave
 - (xiii) Article 39 Military Leave
 - (xiv) Article 40 Adoption/Parental Leave
 - (xv) Article 40A Maternity Leave
 - (xvi) Clause 41.02 Court Leave in private capacity
- (d) A Wage Employee who is dismissed for disciplinary reasons in accordance with Article 28 - Disciplinary Action, shall have access to Level 1 of the Grievance Procedure as provided in Sub-Clause 29.01(e) but not to any other Levels of the Grievance Procedure. However, a Wage Employee shall not have access to Article 29 - Grievance Procedure in the case of termination of employment.

4.03 Notwithstanding Sub-Clause 4.02(c), an Employee hired for wage employment shall in lieu of receiving:

- (a) paid holidays pursuant to Article 36, be allowed, in addition to his regular wage earnings, pay at 5.2% of his regular wage earnings, and for working on a paid holiday, pay at time and one-half his regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and
- (b) annual vacation leave pursuant to Article 37, be allowed in addition to his regular wage earnings, pay at 6% of his regular wage earnings.

4.04 Notwithstanding Sub-Clause 4.02(c) an Employee hired for wage employment who has worked fourteen hundred and fifty (1450) hours, exclusive of overtime, in a twelve (12) month period shall thereafter in lieu of receiving:

- (a) casual and general illness leaves pursuant to Article 31 and Article 32, be allowed the hourly equivalent of six (6) full days paid sick leave per subsequent year of employment for illness leave or medical appointments as required, but which may be subject to the provision of proof of illness on return to work pursuant to Article 32. If the Employee is appointed to a position, any sick leave used under this Clause will be deducted from the casual illness leave entitlement for that year of employment;
- (b) benefits pursuant to Article 33A, Article 34 and Article 35, be allowed, in addition to his regular wage earnings, pay at 1% of his regular wage earnings.

This Clause shall cease to apply to an Employee who has incurred a break in service for a period in excess of ninety (90) calendar days, and thereafter the agreement shall apply to such an Employee as set out in Sub-Clauses 4.02(c), 4.02(d) and Clause 4.03 hereof.

4.05 (a) Notwithstanding other provisions of this Article, an Employee hired for wage employment who has worked twenty eight hundred and fifty (2850) hours, exclusive of overtime, in a twenty-four (24) month period with the same Department, shall receive the same provisions of this Agreement that are applicable to an Employee who is appointed to a temporary position. An Employee who qualifies under this Sub-Clause shall receive five (5) work days notice, or one (1) day's pay in lieu of each work day by which the notice is short of five (5) work days, when his employment is to be terminated.

- (b) If the terminated Employee is rehired for wage employment with the same Department and qualifies pursuant to Sub-Clause 4.05(a), the provisions of Sub-Clause 4.05(a) shall then apply.
- (c) If the terminated Employee does not qualify pursuant to Sub-Clause 4.05(a) upon rehire but qualifies pursuant to Clause 4.04, the provisions of Clause 4.04 shall then apply.
- (d) If the terminated Employee does not qualify for any of the above provisions upon rehire, then the Agreement shall apply to such an Employee as set out in Sub-Clauses 4.02(c), 4.02(d) and Clause 4.03 hereof.

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 Employing Department will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employing Department and 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 Employing Department 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 regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

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 (a) The Employer shall remit Union dues deducted from the pay of all Employees to the Union within nine (9) working days from the end of the pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the next succeeding submission of dues payment. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form and on a magnetic file (tape or disc) showing Employee number, department number, starting date, subsidiary agreement, classification, work location code, amount of Union dues deducted, name and last known address. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.
- (b) In addition to the particulars provided in Sub-Clause 8.03(a) the Employer agrees to provide the following information upon implementation of IMAGIS: birthdate, anniversary month, employee type (permanent, temporary, wage), sub type (full or part time), grade, step, earnings, gender and status code for active employees who have no dues deducted.
- 8.04 The Union agrees to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article.

ARTICLE 9 - EMPLOYER - UNION RELATIONS

- 9.01 The Employing Department will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or his immediate supervisor, an appointment with the grieving Employee or his immediate supervisor will be obtained through the Department or Institution Human Resources representative. The foregoing approval shall not be unreasonably denied.
- 9.02 On a quarterly basis, 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 staff officers and Union Stewards to each Employing Department. The Union Steward list shall include the name and, where available, the work location of these Employees.

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 Employing Department 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 - TIME OFF FOR UNION BUSINESS

- 11.01 Subject to Clause 11.03, time off, without loss of regular earnings, will be provided for the following:
- (a) Authorized Union representatives, not to exceed three (3) in number (an exception being Employee Management Advisory Committees where up to five (5) representatives may be allowed to attend), for time spent meeting with representatives of the Employer at formal Employee Management Committees 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.
- 11.02 Subject to Clause 11.03, 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 Master and Subsidiary Agreement 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 Government 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 the following Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a week day:
 - (i) General Service Bargaining Committee,
 - (ii) Finance Committee,
 - (iii) Legislative Committee,

- (iv) Membership Services Committee,
- (v) Occupational Health and Safety Committee;
- (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.

11.03 In all of the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Employing Department's personnel office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 11.02; 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 Employing Department on a daily basis in respect to the date of return.

11.04 To facilitate the administration of Clause 11.02 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 Employees may be laid off in accordance with the provisions of this Article.

12.02 For purposes of this Article the following definitions shall apply:

- (a) "lay-off" - a temporary separation from employment with anticipated future recall
- (b) "seniority" - the length of continuous employment with the Employer from the most recent date of hire
- (c) "similar Employees" - two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employing Department
- (d) "permanent status" - status given to Employees occupying a permanent position
- (e) "temporary status" - status given to Employees occupying a temporary position
- (f) "permanent Employee" - a permanent status Employee who has successfully completed his probationary period.

- 12.03 Except in circumstances beyond the reasonable control of the Employing Department, the notice for the lay-off of Employees shall be as follows:
- (a) fourteen (14) calendar days for Employees having permanent status;
 - (b) Seven (7) calendar days for Employees having temporary status.
- 12.04 When similar Employees are to be laid off, the Employing Department shall lay off such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 12.05 The time spent by probationary Employees on lay-off will be added to the probationary period at the time of recall.
- 12.06 An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification, at a location and work unit as determined by the Employing Department, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- 12.07 An Employee shall be responsible for providing the Employing Department with his current address for recall purposes.
- 12.08 Seniority is lost, all rights are forfeited, and the Employing Department shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employing Department 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.
- 12.09 If a permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off, he shall be entitled to severance pay in the amount of one and one-half (1 1/2) week's pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
- 12.10 Excluding Clauses 15.01, 15.02 and 15.03, a permanent Employee who qualifies pursuant to Clause 15.04 shall be eligible for the remaining provisions of Article 15 should his position be abolished while on lay-off. A permanent Employee may choose to waive all of the applicable provisions of Article 15 by resigning in writing and receiving two (2) months' pay at his regular rate.
- 12.11 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment. This Article does not apply to wage Employees.

- 12.12 An Employee who is laid off under this Article and who at the commencement of the lay-off is participating in the Long Term Disability Plan, the Government Employees' Prescription Drug Plan, the Government Employee's Group Extended Medical Benefits Plan, the Government Group Dental Plan or the Government Group Life Insurance Plan may elect to continue existing coverage under these Plans during the one hundred and eighty (180) calendar day lay-off period. If the Employee elects to maintain coverage he shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these Plans.

ARTICLE 13 - ATTENDANCE

- 13.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to an individual designated to receive and/or authorize absences at his place of work within the time limits set out below:
- (a) in the case of a shift worker, at least one (1) hour prior to the commencement of a shift; or,
 - (b) in the case of a non-shift worker, within one (1) hour of normal starting time.
- 13.02 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 in the following manner:
- (a) an Employee reporting for day work shall give notice no later than the preceding work day;
 - (b) an Employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding his return to work.
- This clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 13.03 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 clause shall not apply to an Employee who wishes to return to work following an absence in which he was in receipt of Long Term Disability or Workers' Compensation benefits.
- 13.04 Time limits, pursuant to Clauses 13.01, 13.02 and 13.03, 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.
- 13.05 An Employee is required to provide the Employer with ten (10) full work days prior written notice of resignation if he wishes to resign in good standing.

- 13.06 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 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 in a classification with an assigned grade the maximum of which is less than one (1) increment higher than the maximum of his current grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;
 - (b) if he is designated to act in a position in a classification with an assigned grade the maximum of which is at least one (1) increment higher than the maximum of his current pay grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary, except if the increase is less than one (1) increment, in which case his salary shall be adjusted to the period next higher than the lowest period that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;
 - (c) if he is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, his salary is that period in the new grade which is higher than his current salary, except if this increase is less than 4%, in which case his salary is the next higher period.
- 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 - POSITION ABOLISHMENT

- 15.01 The Employer will make a reasonable effort to effect reduction in the work force through attrition prior to and during the position abolishment process.
- 15.02 For purposes of this Article the following definitions shall apply:
- (a) "seniority" – the length of continuous employment with the Employer from the most recent date of hire
 - (b) "similar Employees" – two (2) or more permanent Employees performing the same or similar functions within a classification, at a location and work unit as determined by the Employing Department.
- 15.03 When similar Employees are to have their position abolished, the Employing Department shall abolish the positions of such Employees in reverse order of seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 15.04 The Employing Department shall give a permanent Employee at least ninety (90) calendar days prior written notice that his position is to be abolished. The Employing Department will provide a copy of the written notice to the Union. The Employing Department will notify the Union thirty (30) calendar days in advance of any formal position abolishment notice being provided to Employees.
- 15.05 The Employee may resign in writing and receive pay at his regular rate in lieu of part of the notice specified in Clause 15.04 to a maximum of two (2) months' pay. If eligible, the Employee may retire pursuant to the Public Service Pension Act with such retirement to be effective on or after the date notice pursuant to Clause 15.04 expires, however, if the Employee resigns and retires before the end of the notice period, he shall not receive pay in lieu of the notice.
- 15.06 A permanent Employee who has more than one (1) year of continuous employment immediately preceding the notice of position abolishment, and who has not resigned in writing or retired, pursuant to Clause 15.05, shall be entitled to the rights set out in the following clauses.
- 15.07 An Employee whose position is declared abolished and for whom the Employer has not arranged continuing other employment in the Alberta Public Service or with any successor employer, or with any employer under the Public Service Employee Relations Act or with any other Crown agency (including Boards, Corporations, Agencies and Commissions) shall be eligible for placement through limited competition as follows:
- (a) during the first two (2) weeks of the written notice period, the department shall fill all available comparable positions in the same general functional area through competitions limited exclusively to those Employees whose position have been declared abolished. The Employer shall undertake to notify those Employees of all such available positions;
 - (b) where no alternative position is available to the Employee of each abolished position under (a), the Employer shall fill all available comparable positions in the same general functional area throughout the Public Service by operating competitions limited exclusively to such Employees;

- (c) where no alternative position is found for one (1) or more Employees under paragraph (b), and the written notice period has expired for such Employee(s), said Employee(s) may be released from the Public Service;
- (d) Employee(s) released from the Public Service under paragraph (c) shall be vested with the right to be appointed to the first available comparable position(s) within the same general functional area through competition limited exclusively to such Employee(s); such vesting to last one hundred and eighty (180) consecutive calendar days commencing with the day following the release of the Employee(s); the Employer shall undertake to notify those Employees of all such available positions. During the one hundred and eighty (180) day vesting period an Employee shall be eligible to continue to be covered in the Government Employees' Prescription Drug Plan, the Government Group Dental Plan, the Government Employees' Group Extended Medical Benefits Plan and the Government Group Life Insurance Plan. The Employer and Employee premium contributions for these benefits, if applicable, shall continue.

- 15.08 If a permanent Employee is released from the Public Service pursuant to Sub-Clause 15.07(c), and there is a wage Employee employed in the same work unit, as designated by the Employing Department, performing the same or similar functions within the same classification, the released Employee may be offered such wage employment, provided the released Employee is qualified and able to perform the available work. If the released Employee accepts such wage employment, he becomes a wage Employee and the displaced wage Employee will be immediately released from the Public Service. An Employee who accepts wage employment pursuant to this Clause shall have the vested rights set out in Clause 15.07(d) continue to apply for the full one hundred and eighty (180) day period.
- 15.09 When competitions limited to Employees whose positions have been declared abolished are held pursuant to Clause 15.07, the Deputy Head of the Department in which the available position is located, shall fill the position from amongst those Employees to whom the competition is limited, provided that at least one of the Employees has the ability to perform the duties and to assume the responsibilities of the available position(s) or has the potential for job training that will enable the Employee to perform the duties and to assume the responsibilities of the available position within a reasonable time period. Employees shall be eligible for available positions in order of merit, except that where two (2) or more Employees have relatively equal qualifications, they shall be eligible for positions in order of their seniority.
- 15.10 Under the application of this Article, an Employee placed into a position which has a maximum salary rate less than the salary rate he was receiving upon the date of position abolishment shall have his salary rate maintained over-range, exclusive of any salary modifier, but inclusive of negotiated over-range adjustments until such time as the negotiated maximum salary rate for the new position equals or surpasses his existing salary rate.
- 15.11 An Employee who accepts a position with a lower maximum salary pursuant to Clause 15.10, shall have the vested rights set out in Sub-Clause 15.07(d) continue to apply for the full one hundred and eighty (180) day period.
- 15.12 An Employee who refuses without good and satisfactory reason to accept an alternative permanent position in the same general functional area, with the same or a higher maximum salary as the position he was in upon position abolishment, shall forfeit all vested rights pursuant to Clause 15.07.

- 15.13 All reasonable associated expenses involving relocation, job training pursuant to Clause 15.09, or competitions pursuant to Clause 15.07, shall be paid by the Employing Department in accordance with the Subsistence, Travel and Moving Expenses Regulation.
- 15.14 During the period of notice of position abolishment pursuant to Clause 15.04, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective employers outside the Public Service.
- 15.15 At the end of the vesting period, an Employee who was released from the Public Service pursuant to this Article and who is no longer employed in the Public Service in any capacity may be eligible for severance pay in the amount of one and one-half (1 1/2) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Employees who at the end of the vesting period are still employed in the Public Service in some capacity other than a permanent position, shall be eligible for the severance provisions set out in this Clause when such non-permanent employment terminates. Severance pay will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary.
- 15.16 Notwithstanding other provisions of this Article, an Employee who is released from the Public Service may choose to waive his vested right under Sub-Clause 15.07(d) and elect to receive severance pay at the time he is released that he would have been eligible to receive under Clause 15.15.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) thirty-six and one-quarter (36 1/4) hours per week; or
 - (ii) thirty-eight and three-quarters (38 3/4) hours per week; or
 - (iii) forty (40) hours per week; or
 - (iv) the equivalent of (i), (ii) or (iii) above on a bi-weekly, monthly or annual basis.
- (b) The application of the hours of work stated herein, will be in accordance with provisions set out in the subsidiary agreements.
- 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 a senior official. 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 "Flexitime" operations, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 16.05.
- 16.05 An Employee who is directed by a designated senior official 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 The Parties agree that an Employing Department may implement a flexible or modified work week system under conditions as provided in Supplement III of this Agreement.

ARTICLE 17 - OVERTIME

- 17.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized by the Employing Department.
- 17.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 17.07.
- 17.03 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:
- (a) Where overtime is controlled on a daily basis:
 - (i) Subject to Clause 17.08, 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;
 - (ii) For overtime hours worked on day(s) of rest:
 - (a) 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
 - (b) at double his regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;

(iii) For purposes of this subsection, authorized travel on government 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.

(b) Where overtime is controlled other than on a daily basis, in accordance with appropriate subsidiary agreements.

17.04 Any overtime worked by the Employee may be claimed as compensatory time off with pay in lieu of a cash settlement. However, compensatory time off shall be scheduled before the end of the current fiscal year (March 31) to be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. All overtime not scheduled and approved as compensatory time off by the end of the current fiscal year shall be paid out in cash.

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

17.06 (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.

(b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.

(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. For the purposes of any subsidiary agreement, travel time shall not be included towards fulfilling any quarterly, tri-annual or semi-annual balancing period.

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

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

17.09 Part-time Employees working less than the normal hours of work stated in Clause 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 Class, after which the overtime provisions of Clause 17.03 shall apply.

- 17.10 Classifications for which premium overtime rates do not apply will be the subject of subsidiary agreement bargaining. An Employee employed in any of these classifications shall be granted equal time off for hours worked in excess of daily, weekly, bi-weekly, monthly, tri-annually, quarterly, semi-annually or yearly hours, including hours spent on authorized travel where such travel is authorized after normal working hours, or on a paid holiday or on a regularly scheduled day of rest. When it is impractical to balance the hours of work by granting equal time off in lieu, compensation at straight time rates shall be authorized for the extra hours worked or spent on authorized travel.
- 17.11 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Supplement III to this Agreement shall apply.

ARTICLE 18 - SHIFT DIFFERENTIAL

- 18.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars and twenty-five (\$2.25) cents per hour for working a shift where at least one-half of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.
- 18.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 16.01. A wage or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 18.03 At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- 18.04 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 18A - WEEKEND PREMIUM

- 18A.01 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of two dollars and twenty-five (\$2.25) 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.
- 18A.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 19 - CALL BACK PAY

- 19.01 Subject to Clause 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 or the appropriate subsidiary agreement 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 Clause 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 Employing Department 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 Clauses 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 wage 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; or if employed in a camp, unless he is notified not to report, at least one (1) hour prior to his regular starting time.
- 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 Clause 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 - NORTHERN ALLOWANCE PAY

- 22.01 An Employee who is employed at a location north of the 57th parallel of north latitude in the Province of Alberta shall be paid in addition to his basic salary, a Northern Allowance of two hundred and forty-one dollars and thirty-eight cents (\$241.38) for each bi-weekly pay period served.
- 22.02 For partial bi-weekly periods of employment an Employee eligible for Northern Allowance pursuant to Clause 22.01 shall receive payment in accordance with the following formula:

$$\frac{\text{Bi-weekly Northern Allowance}}{10 \text{ (\# of work days in a bi-weekly period)}} \times \text{Number of days worked in the pay period at straight time rates}$$

- 22.03 An Employee not residing in the Northern Area specified in Clause 22.01, who is on travel status or is in receipt of any subsistence allowance will not be eligible for Northern Allowance Pay.
- 22.04 An Employee who otherwise qualifies for the allowance shall continue receiving the allowance for any period of approved leave with pay. However, the allowance shall not be paid to an Employee for any period he is on leave without pay.

ARTICLE 23 - WORKERS' COMPENSATION SUPPLEMENT

- 23.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Government of Alberta, 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.
- 23.02 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.
- 23.03 The eligibility period specified in Clause 23.01 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.

- 23.04 When a day designated as a paid holiday under Article 36 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.
- 23.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 23.01.
- 23.06 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.
- 23.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 23.01 is participating in the Government Employees' Prescription Drug Plan, the Government Employees' Group Extended Medical Benefits Plan, the Government Employees' Group Life Insurance Plan or the Government Employees' Group Dental Plan shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Articles 34 and 35.

ARTICLE 24 – FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

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

ARTICLE 25 - CORRECTIONAL INSTITUTION SALARY ALLOWANCE

- 25.01 An Employee who is employed in a Correctional or Young Offenders Institution operated by the Department of Solicitor General and Public Security, and who functions in a capacity other than that of a Correctional Peace Officer or a Correctional Services Worker, shall qualify for a Correctional Institution Salary Allowance, provided that by reason of duties being performed, the Employee is assigned responsibility for the custody and supervision of inmates or young offenders, or comes into contact with inmates or young offenders resulting in exposure to immediate hazards of physical injury by assault and other disagreeable conditions.
- 25.02 The daily allowance to which an Employee may be entitled will be determined in accordance with the following schedule, depending on the frequency and nature of the Employee's contact with inmates or young offenders.

Frequency / Nature of Interaction

Continual Interaction	\$5.90 for each day worked
Frequent Interaction	\$4.40 for each day worked
Limited Contact	\$2.90 for each day worked

25.03 For the purpose of this Article the following definitions will apply:

- (a) "Continual Interaction" - refers to a situation in which an Employee is required to work with inmates or young offenders for more than one-half of the working day.
- (b) "Frequent Interaction" - refers to a situation in which an Employee is required to work with inmates or young offenders for less than one-half of the working day.
- (c) "Limited Contact" - refers to a situation in which an Employee comes into contact with inmates or young offenders on an occasional basis.

25.04 An Employee who was receiving a Correctional Institution Salary Allowance of five dollars and ninety cents (\$5.90) or greater per day prior to July 1, 1986, shall continue to receive the higher daily rate, for each day worked, as long as he is employed in an eligible institution in a capacity other than that of a Correctional Officer or a Correctional Services Worker.

ARTICLE 26 - SUBSISTENCE, TRAVEL AND MOVING EXPENSES

26.01 Employees who incur travel and subsistence expenses in the performance of authorized government business shall be reimbursed for those expenses in accordance with the Subsistence, Travel and Moving Expenses Regulation.

26.02 The Employer agrees to consult with the Union prior to the alteration of travel and subsistence rates contained in the Subsistence, Travel and Moving Expenses Regulations.

ARTICLE 27 - PROBATIONARY EMPLOYEE AND PERIOD

27.01 A person appointed to a position pursuant to The Public Service Act shall serve a probationary period.

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

27.03 (a) The period of probation shall start on the date of commencement and shall be six (6) or twelve (12) months as stipulated for classifications by the subsidiary agreements. The period of probation may be extended by written agreement of the Union and the Employer.

(b) This Article will also apply to Employees appointed to the Temporary Service.

27.04 The probationary period for an Apprentice shall be twelve (12) months.

27.05 On commencement of employment, a new Employee shall be provided with a copy of his position description or list of duties.

ARTICLE 28 - DISCIPLINARY ACTION

- 28.01 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.
- 28.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 28.01 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 Clause, the Union Steward must obtain prior approval from his Employing Department to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.
- 28.03 An Employee who has been subjected to disciplinary action may, after thirty (30) 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 (30) months period; and
 - (b) the disciplinary action is not the subject of an unresolved grievance.
- 28.04 The Employer will make reasonable arrangements to have an Employee's personal file made available at an administrative office or headquarters that is in reasonable proximity to where the Employee works or at a place agreed by the Employee and his Department and at a reasonable time for the Employee to examine his file, 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.
- 28.05 The personal file referred to in this Article is the personal file of an Employee maintained by the Departmental Human Resources Office or the Institution 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, Employee Family Assistance Services, or Employee Support and Recovery Services shall be contained in this file.
- 28.06 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.
- 28.07 Subject to Article 29, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 29 - GRIEVANCE PROCEDURE

29.01 Definitions and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration.
- (b) Notwithstanding Sub-Clause 29.01(a), any complaint pertaining to a classification or the classification process, or the evaluation of an Instructor's or Teacher's preparation, shall not be considered a grievance for the purposes of this Article and shall not be subject to the grievance process.
- (c) A complaint alleging sexual harassment, unjust treatment, discrimination, or alleging unfair working conditions, may be presented as a grievance directly to Level 2. A decision given at Level 2 shall be final and binding on the Parties and all interested persons.
- (d) A grievance concerning the dismissal or termination of employment of a probationary Employee, or a grievance concerning a written reprimand, may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.
- (e) A grievance concerning the disciplinary dismissal of a Wage 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.
- (f) "Days" means calendar days.
- (g) "Demotion" means a transfer to a position with a lower maximum salary.
- (h) A Policy Grievance is a difference which seeks to enforce an obligation of the Employer to the Union or the Union 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.

29.02 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. 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.

29.03 Grievance Process

The Deputy Head shall advise all Employees in his Department 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) Level 1

An Employee wishing to pursue a grievance, shall submit it in writing to the Designated Officer 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 Designated Officer shall reply in writing within fourteen (14) days of receipt of the grievance.

(b) Level 2

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

(c) Variance From Grievance Procedure

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

- (d) Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, unless otherwise agreed between the Parties pursuant to Sub-Clause 29.03(c) above.

(e) Policy Grievance

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

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

29.04 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 Public Service Commissioner.
- (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 Sub-Clause 29.04(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 Sub-Clause 29.04(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 29.04(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 Deputy Head shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim his expenses incurred in attending the arbitration of his grievance in accordance with the Subsistence, Travel and Moving Expenses Regulation.
- (h) The Deputy Head shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

29.05 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.

29.06 Arbitration Decisions

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

29.07 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 Employing Department 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 Public Service Commissioner; or
 - (ii) by leaving it at or by sending it by registered or certified mail to the office of the Public Service Commissioner; or
 - (iii) personally on the Public Service Commissioner by a receipted courier service.
- (III) in the case of the Employing Department:
 - (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 Employing Department; 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 30 - INSTITUTIONAL FIRE PREVENTION AND CONTROL

30.01 Employees designated by the Employer to render services in conjunction with Institutional Fire Prevention and Control shall receive remuneration as outlined in Supplement II.

ARTICLE 31 - CASUAL ILLNESS

31.01 "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.

31.02 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 Employing Department 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.

31.03 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.

31.04 This Article is subject to Article 33.

ARTICLE 32 - GENERAL ILLNESS

32.01 "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 31.

32.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 32.01, the Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 32.03:

- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.
- (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
- (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
- (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
- (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.
- (h) For purposes of Clause 32.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in Government service.

- 32.03 (a) Subject to Sub-Clause 32.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:
- (i) illness leave entitlements reinstated pursuant to Clause 32.02 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.
- 32.04 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 33A.
- 32.05 Notwithstanding Article 31 or Clause 32.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 31 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.
- 32.06 When a day designated as a Paid Holiday under Article 36 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.
- 32.07 This Article is subject to Article 33.

ARTICLE 33 - PROOF OF ILLNESS

- 33.01 To obtain illness leave benefits as described in Article 31 the Employing Department may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The Employing Department may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.
- 33.02 To obtain illness leave benefits as described in Article 32 the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 33.03 (a) The Employing Department may require that an Employee be examined by a Medical Board:
- (i) in the case of prolonged or frequent absence due to illness; or
 - (ii) where there is indication of apparent misuse of illness leave; or
 - (iii) when it is considered that an Employee is unable to satisfactorily perform his duties due to disability or illness.

- (b) The report of the Medical Board shall contain conclusions and recommendations relating to any limitation or restrictions concerning the Employee's ability to perform the duties of his position and the medical information leading to those conclusions.
- (c) The Employing Department is responsible for the direct medical costs associated with the examination provided for in Sub-Clause 33.03(a).

- 33.04 Pursuant to Clause 33.03, an Employee shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Board or to act as his counsel before the Medical Board. Expenses incurred under this Clause shall be paid by the Employing Department. A copy of the report of the Medical Board shall be sent to the Employee's physician.
- 33.05 The Employing Department may require that an Employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clauses 32.01 and 32.02 the examination or interview shall be at the Employer's expense and on the Employer's time.
- 33.06 Where an Employee has been examined by a Medical Board and is also applying for L.T.D. benefits, a copy of the medical report shall be considered as part of the Employee's application.
- 33.07 The Parties agree that Casual and General Illness benefits as provided in Articles 31 and 32 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 33A - LONG TERM DISABILITY (LTD)

- 33A.01 The eligibility of an Employee to participate in the Government 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.
- 33A.02 The Employer and eligible Employees shall each pay fifty percent (50%) of the monthly premium costs, calculated on a bi-weekly basis, for Long Term Disability benefits.
- 33A.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 Clause 32.01 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.
- 33A.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 Clause 33A.05, of not less than seventy percent (70%) of his bi-weekly salary received or which he is entitled to receive as a Government Employee at the commencement of the LTD benefits pursuant to Clause 33A.03.

- 33A.05 The bi-weekly 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 Clause 33A.06;
 - (f) any benefits awarded by a Crimes Compensation Board.
- 33A.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 bi-weekly salary in effect immediately prior to the commencement of absence pursuant to Clause 33A.03 (pre-disability salary), shall have the bi-weekly 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 Clause 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.
- 33A.07 An Employee who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in any of the Government Employees' Prescription Drug Plan, the Government Employees' Group Extended Medical Benefits Plan, the Government Group Dental Plan, and the Government Group Life Insurance Plan, 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.
- 33A.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 34 - HEALTH PLAN BENEFITS

- 34.01 Subject to Article 4, the Employer shall share the monthly premium cost, calculated on a bi-weekly basis, of the Government Employees' Group, MyCHOICE Extended Medical Benefits Plan, and the MyCHOICE Prescription Drug Plan for participating Employees as follows:
- (a) one-half (1/2) the cost of the family premium for the MyCHOICE core coverage, where the Employee and dependents are covered under either or both Plans; or

- (b) one-half (1/2) the cost of the single premium for the MyCHOICE Core coverage, where only the Employee is covered under either or both Plans; or
- (c) If the Employee selects the MyCHOICE Enhanced coverage for either or both Plans, the Employer's contribution towards the cost of the single or family premium under the MyCHOICE Enhanced coverage shall be the same as the Employer's contribution towards the cost of the single or family premium under the MyCHOICE Core coverage, with the Employee paying 100% of the additional premium cost between the MyCHOICE Core and Enhanced coverage.

34.02 Employees shall participate in the MyCHOICE group benefit plans for Government of Alberta Employees in the Bargaining Unit in accordance with the terms and conditions contained in the Appendix to the Agreement Establishing the Government of Alberta Employees' Group Extended Medical Benefits Plan Trust. The terms and conditions shall not be considered as incorporated in this Collective Agreement by reference or necessary intendment. Differences respecting any matters related to the administration and application of the MyCHOICE group Extended Medical Benefits and/or Prescription Drug plans are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of the benefit plans.

34.03 The MyCHOICE Dental Plan will be totally funded by the Employer for participating employees who elect the MyCHOICE Core coverage. The Employer's contribution towards the cost of the single or family premium under the MyCHOICE Enhanced coverage shall be the same as the Employer's contribution towards the cost of the premium under the MyCHOICE Core coverage, with the Employee paying 100% of the additional premium cost between the MyCHOICE Core and MyCHOICE Enhanced coverage.

34.04 Employees shall participate in the MyCHOICE group dental plan for Government of Alberta Employees in the Bargaining Unit in accordance with the terms and conditions contained in the Appendix to the Agreement Establishing the Government of Alberta Employees' Group Dental Plan Trust. The terms and conditions shall not be considered as incorporated in this Collective Agreement by reference or necessary intendment. Differences respecting any matters related to the administration and application of the MyCHOICE dental plan are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of the dental plan.

ARTICLE 35 - INSURANCE

35.01 MyCHOICE Core Group Life and Accidental Death and Dismemberment, MyCHOICE Dependent's Life and MyCHOICE Enhanced Group Life.

- (a) The eligibility of Employees to participate in the Core Group Life Insurance Plan and Accidental Death and Dismemberment is subject to Article 4, and participation is a condition of employment for all eligible Employees who commenced employment on or after December 1st, 1971.
- (b) The amount of Core Group Life Insurance for an eligible Employee is equivalent to either:
 - (i) 1.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$400,000.00; or

- (ii) 2.5 times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$400,000.00; or
 - (iii) 1.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$400,000.00, on the 1st day of the bi-weekly pay period following the employee's 65th birthday; or
 - (iv) Effective October 1, 2008, a flat dollar amount of \$25,000, on the 1st day of the bi-weekly pay period following the employee's 70th birthday until the end of the pay period in which the employee reaches age 75.
- (c) Each Employee insured for Core Group Life Insurance under Sub-Clause (b), 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 Core Group Life Insurance except that if the accidental death or dismemberment results from injury while the insured Employee is performing his duties for the Employer, including travelling on Employer business, the principal sum shall be equivalent to four (4) times the Employee's basic annual salary up to a maximum of \$400,000.00.
- (d) The Employer shall pay two-thirds (2/3) and the Employee shall pay one-third (1/3) of the monthly premium costs, calculated on a bi-weekly basis, for the Core Group Life and Accidental Death and Dismemberment, where an Employee is covered for the insurance pursuant to Sub-Clauses (b) and (c) above.
- (e) Where an Employee is not covered under Sub-Clause (b) but is now insured for the single lump sum amount of insurance of \$4,000.00, the Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal sum of \$4,000.00 except that if the accidental death or dismemberment results from injury while the insured Employee is performing his duties for the Employer, including travelling on Employer business, the principal sum shall be equivalent to four (4) times the Employee's basic annual salary up to a maximum of \$400,000.00. The Employer shall pay the total monthly premium cost, calculated on a bi-weekly basis, for those eligible Employees.
- (f) (i) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
- (ii) The Employer shall administer a policy of optional Enhanced Group Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage, subject to evidence of insurability.
- (g) All insurance coverage specified under Clause 35.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policy holder. The terms and conditions shall not be considered as incorporated in this Collective Agreement by reference or necessary intentment. Differences respecting any matters related to the administration and application of the MyCHOICE Group Life Insurance plans are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.

35.02 Accidental Death and Dismemberment Insurance for Employees not insured under Clause 35.01:

- (a) The Employer shall maintain a Master Insurance Policy for all Employees covered by this Agreement who are not insured for the insurance specified in Clause 35.01, that provides insurance coverage up to a maximum principal sum of \$400,000.00 in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including travelling on Employer business.
- (b) The total premium cost of this Master Insurance Policy shall be paid by the Employer.
- (c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policy holder. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.

35.03 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 Master Comprehensive General Liability Policy of which the Employer is the policy holder.

ARTICLE 36 - PAID HOLIDAYS

36.01 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)	
- (b) Employees employed in continuous operations shall be compensated pursuant to Clause 36.06 for working on the following Paid Holidays on the dates listed:

New Year's Day	-	January 1
Canada Day	-	July 1
Remembrance Day	-	November 11
Christmas Day	-	December 25
Boxing Day	-	December 26

All other Paid Holidays shall be observed on the day designated by the Employer.

36.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 36.01, the first Monday in August shall be observed as such holiday.

36.03 When a day designated as a holiday under Clause 36.01 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.

- 36.04 When a day designated as a holiday under Clause 36.01 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.
- 36.05 Notwithstanding Clauses 36.03 and 36.04, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at his regular rate.
- 36.06 When an Employee works on one of the holidays listed in Clause 36.01, 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.
- 36.07 When a day off in lieu is granted under Sub-Clause 36.06(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.
- 36.08 Except as provided in Clause 36.10, Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 36.09, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 37.07. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employing Department.
- 36.09 Where an Employee employed in continuous operations exercises an election under Clause 36.08, he shall advise the Employer of his choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which he is eligible.
- 36.10 Clauses 36.08 and 36.09 shall not apply to Employees in continuous operations where the alternate days off are included in the Employee's shift schedule.
- 36.11 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 Clause 36.06 does not apply.
- 36.12 Authorized travel on government business on a paid holiday shall be compensated at straight time pay or equivalent time off.

ARTICLE 37 - ANNUAL VACATION LEAVE

- 37.01 An Employee shall not take vacation leave without prior authorization from the Employing Department.
- 37.02 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 Clause 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.
- 37.03 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.
- 37.04 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 Clause 37.12.
- 37.05 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 Employing Department.

- 37.06 An Employee shall earn vacation leave pursuant to Clause 37.03 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.
- 37.07 Vacation leave may be taken in one continuous period or in separate periods.
- 37.08 (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 Employing Department.
- (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 Sub-Clause (a) of this Clause, 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 Sub-Clause (a) of this Clause, he shall be permitted to do so at such time or times as the Employing Department may approve.
- (d) Vacation leave shall normally not be postponed as provided by (b) and (c) of this Clause 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 Sub-Clause (a) or is postponed as provided by Sub-Clause (b) or (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.
- 37.09 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.
- 37.10 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 37.11 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 Clause 13.06 shall apply.

- 37.12 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.
- 37.13 The Employing Department shall, subject to the operational requirements of the Department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of his annual vacation entitlement during the summer months.

ARTICLE 38 - SPECIAL LEAVE

- 38.01 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 a Deputy Minister for additional bereavement leave as described in Clause 38.03. The circumstances under which special leave may be approved are subject to Clause 38.02 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 - two (2) days;
 - (d) moving household effects - one (1) day;
 - (e) disaster conditions - two (2) days;
 - (f) write examination(s) for course(s) approved by the Employer - as required;
 - (g) attend funerals as pall-bearer or mourner, for persons not listed in Sub-Clause 38.02(b) - time off as required not to exceed one (1) day;
 - (h) be present at birth or adoption proceedings of an Employee's child - one (1) day;
 - (i) attend formal hearing to become Canadian Citizen - one (1) day.
- 38.02 For purposes of determining eligibility for special leave under Clause 38.01, 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 Employing Department.

38.03 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.

38.04 Two weeks notice may be required for leave requested under Clause 38.01, Sub-clause (c), (d), (f) and (i).

ARTICLE 39 - MILITARY LEAVE

39.01 The Employing Department 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.

39.02 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.

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

- 39.04 When an Employee has been granted military leave in accordance with Sub-clause 39.01(c) or Clause 39.03, and that Employee produces a letter from National Defence Headquarters to the Employing Department, 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.

ARTICLE 40 - ADOPTION/PARENTAL LEAVE

- 40.01 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 Employing Department reasonable notice in writing of the date on which the leave is to commence.
- 40.02 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 Employing Department reasonable notice in writing of the date on which the leave is to commence.
- 40.03 An Employee granted leave without pay pursuant to Clauses 40.01 or 40.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same Department 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 Employing Department two (2) weeks notice in writing of their intention to return to work.
- 40.04 An Employee who at the commencement of Adoption/Parental Leave is participating in the Government Employees' Prescription Drug Plan, 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 Adoption/Parental Leave, and the Employer and the Employee premium contributions if applicable shall continue.
- 40.05 The full entitlement to maternity and parental leave for pregnant employees is provided under Article 40A and not under this Article.

ARTICLE 40A - MATERNITY LEAVE

- 40A.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.
- 40A.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 Employing Department at least two (2) weeks notice in writing of the date on which she intends to commence leave.
- 40A.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.

- 40A.04 An Employee granted leave without pay pursuant to Clause 40A.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same Department 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 Employing Department two (2) weeks notice in writing of their intention to return to work.
- 40A.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 31, 32 and 33A of this Agreement up to the date of delivery.
- 40A.06 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Unemployment Insurance Benefit (S.U.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 Unemployment Insurance maternity benefits, in order to be paid the S.U.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Clauses 40A.02 and 40A.03. An Employee who is eligible for S.U.B. plan shall not be eligible for illness leave benefits pursuant to Articles 31, 32 and 33A.
- 40A.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 Employing Department may, by notice in writing to the Employee, require that she proceed on maternity leave.
- 40A.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 37.
- 40A.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.
- 40A.10 An Employee who at the commencement of Maternity Leave is participating in the Government Employees' Prescription Drug Plan, 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 41 - COURT LEAVE

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

ARTICLE 42 - EMPLOYMENT INSURANCE PREMIUM REDUCTION

- 42.01 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.
- 42.02 The premium reduction referred to in Clause 42.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 43 - SAFETY AND HEALTH

- 43.01 The Employer and the Union agree to participate in the Government of Alberta Occupational Health and 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.
- 43.02 The success of the Government of Alberta Occupational Health and Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Government of Alberta Occupational Health and Safety Program or the operation of this Article, the matter shall be referred to the appropriate Occupational Health and Safety Committee for resolution and not by way of the grievance procedure.
- 43.03 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.
- 43.04 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.
- 43.05 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.

- 43.06 The Employer shall provide the Union, through its representatives on the Government Occupational 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 44 - PARKING

- 44.01 An Employee working at an institution not serviced by public transportation shall not be charged a fee for unreserved parking space.

ARTICLE 45 - RATES OF PAY

- 45.01 Employees shall be paid for work performed at rates of pay as specified in the appropriate subsidiary agreements or in the case of apprentices, a percentage of the appropriate tradesman job rate, as specified in regulations issued pursuant to the Apprenticeship and Industry Training Act.

ARTICLE 46 - LEAVE WITHOUT PAY

- 46.01 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 Employing Department, the leave without pay shall be granted.
- 46.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 46.03 An Employee who at the commencement of a Leave Without Pay is participating in the Government Employees' Prescription Drug Plan, 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 a Leave Without Pay, and the Employer and Employee premium contributions shall continue.

ARTICLE 47 - TERM AND EFFECTIVE DATE

- 47.01 This Agreement shall be effective from the first day of the bi-weekly pay period following the date of signing until March 31, 2013, and shall remain in effect thereafter until a replacement agreement is established under the Public Service Employee Relations Act.

ARTICLE 48 - PRINTING OF AGREEMENTS

- 48.01 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 Master Agreement and one copy of the appropriate subsidiary agreement.
- 48.02 Each Party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 49 - EMPLOYEE BENEFITS COMMITTEE

- 49.01 The Parties agree to maintain the existing Employee Benefits Committee. This Committee shall be governed by terms of reference established by the representatives of the Parties.
- 49.02 The terms of reference for the Committee shall apply to the Long Term Disability Income Continuance Plan, the Group Life Insurance Plan and the Group Dental Plan, or such other group employee benefit plans the Parties agree are applicable to Employees in the bargaining unit.

**SUPPLEMENT II - INSTITUTION FIRE PREVENTION AND CONTROL
FIRE FIGHTERS - SCHEDULE OF REMUNERATION**

- (1) A Fireman shall be paid:
 - (a) \$35.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.
- (2) A Driver shall be paid:
 - (a) \$50.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.
- (3) A Crew Chief shall be paid:
 - (a) \$65.00 for each tour of fire watch duty; and
 - (b) \$20.00 for each attendance at two (2) compulsory fire drills every month, outside of scheduled working hours.
- (4) A Fire Captain or Deputy Chief, when assigned the duties of the Fire Chief in his absence due to holidays or other circumstances, shall be paid at the rate of \$20.00 for each complete day on duty.
- (5) A Fireman, Driver or Crew Chief shall not receive any additional payment for attending more than two (2) compulsory fire practices during a month.
- (6) A Fire Prevention Officer shall be remunerated at the rate of \$43.68 for each complete bi-weekly pay period worked in areas where necessary. For absences due to vacation, illness, or other circumstances, the bi-weekly rate shall be pro-rated accordingly.
- (7) The Executive Director, the Medical Superintendent, or the Business Manager, of the hospital involved and the Physical Plant Manager shall allow all possible fire fighting staff on normal work duty to respond to a fire alarm without loss of pay in order to assure an available crew to fight fire during those hours when there is not a scheduled crew on stand-by.
- (8) At Michener Centre, Red Deer; where the fire fighters return to the institution and are housed in the Fire Hall or other Government provided on-site accommodation away from their regular domicile, an extra remuneration of \$40.00 shall be paid to each fire fighter for each tour of Fire Watch Duty.

SUPPLEMENT III - MODIFIED OR FLEXIBLE HOURS OF WORK

- (1) This Supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work.
- (2) The Parties agree that Employees and the Employing Department may examine the feasibility of entering into a modified or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employing Department may implement a flextime or modified work week system of hours of work, but participation by an Employee in such systems shall be voluntary.
- (3) The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of the Employing Department.
- (4) An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carry over per month, either in the way of a bank or a deficit, and regular bi-weekly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employing Department. An Employee may not accumulate a bank in excess of ten (10) hours per month, and if at the end of any month his deficit is more than ten (10) hours, he shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal daily hours.
- (5) The banked hours may be taken, as time off with pay. Employee preference in this regard shall be honoured where possible.
- (6) Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Section (4) above.
- (7) In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employing Department to be impractical for other reasons, the Employing Department may require a return to regular times of work in which case Employees shall be provided advance notice of thirty (30) calendar days.
- (8) An Employee who is working according to a flexible or modified work week system may opt for regular times of work by providing the Employing Department advance notice of one (1) week.
- (9) Employees working according to a modified 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.
- (10) Where applicable these provisions shall have force and effect in lieu of Articles 16 and 17 of this Master Agreement.

ADDENDUM I

The Parties agree that services necessary for the operation of programs variously known as "Evening Class Program", "Continuing Education Programs" or "Further Education Programs" will be purchased by the Employer on a fee-for-service basis in accordance with Section 29 of the Public Service Act. Participation by an Employee in the above programs, on fee-for-service basis, shall be voluntary.

ADDENDUM II

The Parties agree and understand that all Articles of this Agreement apply only to the bargaining unit as described by Article 2 of the 1982 Master Agreement and do not apply to any persons currently excluded by that Article. It is further understood and agreed that the Employer reserves the right to submit proposals relating to any expanded portion of the bargaining unit should the above noted bargaining unit be expanded.

**LETTER OF UNDERSTANDING
TERMS OF REFERENCE
ARTICLE 49 - EMPLOYEE BENEFITS COMMITTEE**

The Parties agree that a Committee shall be established pursuant to Article 49 of the Master Agreement.

- A. The Committee shall be composed of:
1. Four (4) Government representatives to be appointed by the Public Service Commissioner.
 2. Four (4) Union representatives to be appointed by the President of the Union.
 3. The Parties may each appoint an alternate to serve in the absence of a regular member.
 4. The Parties shall each appoint a Co-Chairperson.
- B. The Committee shall meet as it deems necessary to deal with the following topics as they relate to Bargaining Unit Group Life Insurance, Long Term Disability, Group Dental, Group Prescription Drug Plan, Group Extended Medical Benefits Plan, or any other alternatives which may be agreed to by the Committee:
1. Review annual financial and statistical statements.
 2. Monitor premium accounts with respect to coverage, surpluses or deficits.
 3. Recommend on administrative matters raised by the Parties.
 4. Provide consultative advice on contract terms and conditions of the Plans to their respective principals.
- C. If the Parties, by mutual agreement, give the Committee authority to formulate recommendations for policy changes to a Plan, or to recommend changes to the benefits within its Terms of Reference, the Committee will make recommendations for the consideration of the Government and the Union. All recommendations must be achieved by consensus of the Committee, and prior to any implementation the normal ratification process will take place.
- D. The Committee may have the Consultant to the Plan(s) and representatives of the Insurers and Administrative Agencies present at its meetings to provide information to the Committee.
- E. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

**LETTER OF UNDERSTANDING
EMPLOYMENT STANDARDS CODE, SCHEME OF
EMPLOYMENT COVERING THE MASTER
AND SUBSIDIARY AGREEMENTS**

1. The Parties agree that the terms and conditions of the Master Agreement, Subsidiary Agreements and any letters of understanding or intent between the parties reflect the Parties intentions, the uniqueness of the work environments and are reasonable in the circumstances.
2. The Parties agree to continue the joint request that the Director of Employment Standards, under his authority according to Section 74 of the Employment Standards Code, grant an exemption from all of the provisions of the Employment Standards Code from the date the Employer became bound by the Code as they relate to continuous operations as follows:

Master Agreement Articles 16, 17, 18, and 18A, hours of work and overtime provisions contained in the Subsidiary Agreements, and any provisions relating to shift schedules.
3. The Parties agree that during the term of the Collective Agreement a joint committee will review the operational issues within the Collective Agreement to identify areas where specific exemptions may be requested by the Parties.
4. The Parties agree that their request to the Director of Employment Standards will include a request that if the Director receives a complaint under the Employment Standards Code from an employee covered by the Collective Agreement, the Director will allow the Parties a period of 120 days to discuss the resolution of the complaint prior to issuing a ruling.
5. The joint request to the Director of Employment Standards referred to above shall be made by the Parties within 30 days of the ratification of the Collective Agreement.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING - SEPARATION PAYMENT FOR RESTRUCTURING

Whereas the Alberta Government is experiencing service-wide permanent staff position reductions, the Parties are entering into a Letter of Understanding to provide a Separation Payment to Employees.

The Parties agree:

1. During the term of this Letter of Understanding the Separation Payment as outlined in the attached Schedule is available, as an alternative to and if selected by an Employee whose position is abolished, in lieu of the provisions of Article 15 of the Master terms of the Collective Agreement entered into between the Parties. The Separation Payment will not be available for Employees for whom the Employer has arranged ongoing employment within the general service or with any other employer.
2. The Separation Payment will be available for permanent Employees with at least one (1) year of continuous employment with the Employer. Eligible Employees will be entitled to receive Separation Payment at their regular rate of pay according to the attached Schedule.
3. Where the Employee has made an election to accept the Separation Payment, the election shall not be altered without the agreement of the Employee and the Deputy Minister. Separation shall occur at a time selected by the Deputy Minister. Employees shall make their election for Separation Payment within fourteen (14) calendar days of the receipt of a position abolishment notice.
4. In addition to paragraphs 1 and 2, Employees who have not received notice of position abolishment may request the Separation Payment. Such offers may but will not necessarily result in an offer of the Separation Payment by the employing department to that Employee. Offers are subject to operational requirements as determined by the Deputy Minister of the employing department, whose decision is final and cannot be challenged. Employees who request the Separation Payment if approved by the employing department under this paragraph are required to resign at a time acceptable to the employing department.
5. Employees accepting the Separation Payment are required to sign an agreement in the attached form.
6. This Letter, including the attached Schedule, does not form part of the Collective Agreement and if concerns arise with respect to the Separation Payment, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
7. This Letter of Understanding, including the attached Schedule, shall be effective the date of signing and shall remain in effect as provided in Article 47 of the Master terms.
8. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.

9. The Parties will meet at the request of either party at any time to consider issues related to position abolishments, which may occur following the expiry of this Letter.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

GUY SMITH
President, Alberta Union of
Provincial Employees

SCHEDULE - SEPARATION PAYMENT

Full Years of Continuous Employment	Separation Pay - Weeks of Pay at Regular Rates of Pay
1	14
2	15
3	16
4	17
5	19
6	22
7	25
8	28
9	31
10	34
11	37
12	40
13 plus	43

Separation pay is an alternative and in lieu of all the provisions of Article 15 of the Collective Agreement.

**STANDARD SEPARATION PAYMENT FOR RESTRUCTURING
TERMINATION AGREEMENT FOR BARGAINING UNIT EMPLOYEES**

AGREEMENT DATED _____, 20__

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY**

(THE 'DEPARTMENT')

- and -

(THE 'EMPLOYEE')

WHEREAS the Employee is presently employed by the Department.

AND WHEREAS the Department and the Employee have mutually agreed to terminate the existing employment relationship.

THEREFORE, the Parties agree as follows:

1. The Employee hereby resigns from employment with the Government of Alberta effective _____, 20__.
2. The Department will pay as a severance payment to the Employee the sum of \$ _____, less any withholdings required by law.
3. If during the period _____ to _____ a "Department" as defined in the Public Service Act or a "Provincial Agency" as defined in the Financial Administration Act:
 - (a) employs the Employee on a full or part time basis, or
 - (b) retains the Employee, either directly or indirectly, on a fee for service basis

the amount paid to the Employee directly or indirectly by the Department or Provincial Agency during such period, less any lawful deductions made at source, shall be paid by the Employee to the Minister forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Minister to the Employee pursuant to paragraph 2.

4. In consideration of the payment referred to in paragraph 2, the Employee hereby:
 - (a) waives any and all rights he may have under the terms of the Collective Agreement between the Government of the Province of Alberta and A.U.P.E. arising in any way from the termination of his employment;
 - (b) releases the Government of Alberta, its officers and employees from any and all claims which he may now or in the future have arising out of his employment with the Government of Alberta or the termination of such employment.

- 5. It is understood that the waiver and release contained in paragraph 4 does not apply to any benefits to which the Employee is entitled by virtue of his participation in the Public Service Pension Plan.
- 6. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressed.

WITNESS

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY

DEPARTMENT

WITNESS

EMPLOYEE

APPROVED AS TO FORM AND CONTENT:

PER: CORPORATE HUMAN
RESOURCES

PER: DEPARTMENT OF JUSTICE

**LETTER OF UNDERSTANDING
SEPARATION FOR TEMPORARY EMPLOYEES AND 2850 HOUR WAGE EMPLOYEES**

The Parties agree:

1. Temporary Employees and 2850 hour wage Employees who meet the requirements of Sub-clause 4.05(a) of the Master Agreement dated September 28, 2007 and who have at least two years of continuous employment will be eligible for 1.5 weeks (calculated pursuant to Section 3 below) working notice of termination of employment for each complete year of service to a maximum of 25 weeks. The Employer may provide pay in lieu of all or part of this notice period for eligible Employees. The two year continuous employment period must immediately precede the date that the Employee's employment is ending.
2. Where a 2850 hour wage Employee has not been given notice pursuant to Section 1, and has not been called in to work for 60 calendar days, the Employee has the option to request pay in lieu of notice pursuant to Section 1, or alternatively, to stay on the Department's casual wage list.
3. The weekly salary for determining pay in lieu of notice will be calculated by averaging the Employee's weekly earnings over the one year period prior to the last date worked.
4. Employees who receive pay in lieu of notice will be required to sign an agreement in the attached form.
5. This Letter does not form part of the Collective Agreement and if concerns arise with respect to the notice or pay in lieu of notice, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
6. This Letter of Understanding shall be effective the date of signing and shall remain in effect as provided in Article 47 of the Master terms.
7. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.
8. Where there is a conflict between this Letter of Understanding and Sub-clause 4.05(a) of the Master Agreement then this Letter of Understanding shall take precedence.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

**STANDARD SEPARATION FOR TEMPORARY AND 2850 HOUR WAGE BARGAINING UNIT
EMPLOYEES TERMINATION AGREEMENT**

AGREEMENT DATED _____, 20__

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY**

(THE 'DEPARTMENT')

- and -

(THE 'EMPLOYEE')

WHEREAS the Employee is presently employed by the Department.

AND WHEREAS the Department and the Employee have mutually agreed to terminate the existing employment relationship.

THEREFORE, the Parties agree as follows:

1. The Employee hereby resigns from employment with the Government of Alberta effective _____, 20__.
2. The Department will pay as a severance payment to the Employee the sum of \$_____, less any withholdings required by law.
3. If during the period _____ to _____ a "Department" as defined in the Public Service Act or a "Provincial Agency" as defined in the Financial Administration Act:
 - (a) employs the Employee on a full or part time basis, or
 - (b) retains the Employee, either directly or indirectly, on a fee for service basisthe amount paid to the Employee directly or indirectly by the Department or Provincial Agency during such period, less any lawful deductions made at source, shall be paid by the Employee to the Minister forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Minister to the Employee pursuant to paragraph 2.
4. In consideration of the payment referred to in paragraph 2, the Employee hereby:
 - (a) waives any and all rights he may have under the terms of the Collective Agreement between the Government of the Province of Alberta and A.U.P.E. arising in any way from the termination of his employment;
 - (b) releases the Government of Alberta, its officers and employees from any and all claims which he may now or in the future have arising out of his employment with the Government of Alberta or the termination of such employment.

5. It is understood that the waiver and release contained in paragraph 4 does not apply to any benefits to which the Employee is entitled by virtue of his participation in the Public Service Pension Plan.
6. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressed.

WITNESS

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ALBERTA, AS REPRESENTED BY

DEPARTMENT

WITNESS

EMPLOYEE

APPROVED AS TO FORM AND CONTENT:

PER: CORPORATE HUMAN
RESOURCES

PER: DEPARTMENT OF JUSTICE

LETTER OF UNDERSTANDING - PAYOUT OF ANNUAL VACATION

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

The Parties agree:

1. Notwithstanding Clause 37.11 of the Master 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 Deputy Minister 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 47 of the Master Agreement.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING - 6 AND 3 WORK SCHEDULES

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

The parties agree that alternate schedules that vary from the hours of work provisions contained in the Collective Agreement can be implemented by mutual agreement of the parties (Employer, Union).

The parties agree that the following templates are the agreed upon shift scheduling options that will be used for the scheduling arrangement referred to by the parties as the “**6 and 3**”.

Option A 6 and 3 Scheduling

A continuous rotation of 6 shifts on and 3 shifts off.

This shift arrangement is designed to equate to the annual hours assigned to the class with no loss or gain.

All of the provisions of the collective agreement will apply as would be provided any other Employee who works the normal hours for the class excepting that the following provisions will apply:

In order to mitigate the shortfall of hours normally according on this schedule:

- The 13 paid holidays are built in to the schedule, those scheduled to work on a paid holiday will receive holiday pay according to the collective agreement but will not receive a day in lieu.
- Employees will be assigned to work an extra seven minutes a day at straight time compensation.

Option B 6 and 3 Scheduling

A continuous rotation of 6 shifts on and 3 shifts off.

This shift arrangement is designed to equate to the annual hours assigned to the class with no loss or gain.

All of the provisions of the collective agreement will apply as would be provided any other Employee who works the normal hours for the class excepting that the following provisions will apply:

- Employees shall work in addition to the normal daily hours an extra half hour as determined by the employer, every work day, including paid holidays, to make up all or a portion of the shortfall of annual hours of work.

- The remainder of the shortfall should this occur for an employee due to the exigencies of the schedule, will be recovered in the following manner:
 1. by using earned vacation leave;
 2. by using earned time in lieu for working paid holidays;
 3. by using banked overtime (earned);
 4. by taking a deduction in salary.

- Should an employee be absent on casual illness, special leave, paid vacation, paid holiday or time off with pay for Union business, the employee shall be credited with the half-hour per day towards the annual hours as if they had been at work.

- Absences resulting in the accessing of general illness benefits, W.C.B. supplement, or L.T.D.I. benefits will not receive credit for the half-hour but will have the days of absence deduction from the required work days in the year before payback days are calculated.

It is agreed that any matters that arise with respect to the implementation or operation of the terms of this Letter of Understanding will be dealt with by the undersigned parties or their representatives.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING – HEALTH SPENDING ACCOUNT

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

1. A Health Spending Account (HSA) shall be established effective April 1, 2012 for all employees eligible for health plan benefits in accordance with this Collective Agreement. A sum of \$750 for each eligible employee shall be allocated by the Employer to the HSA.
2. In each year thereafter beginning April 1, 2013, a sum of \$750 shall be allocated by the employer to the eligible employee's HSA.
3. The Parties understand the HSA will be implemented on September 1, 2012.
4. In the first year of the HSA:
 - i. eligible employees who are active on September 1, 2012 shall be entitled to claim expenses from April 1, 2012 if they were also an active employee on April 1, 2012; and
 - ii. eligible employees who commence employment after April 1, 2012 shall be entitled to claim expenses from their date of commencement.
5. The HSA year is from April 1 to March 31. Any unused allocation in an employee's HSA at the end of the HSA year will be carried forward to the next HSA year. The unused allocation cannot be carried forward beyond one (1) HSA year. Any unused funds after the second year are forfeited back to the Employer in accordance with the *Income Tax Act*. Outstanding expenses which exceed the annual HSA allocation shall not be carried forward to the next HSA year.
6. The HSA may be utilized by employees for the purpose of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.
7. If the Employer contracts with a service provider for the administration of the HSA, the administration of the HSA shall be subject to and governed by the terms and conditions of the applicable contract for services.
8. The HSA shall be implemented and administered in accordance with the *Income Tax Act* and all applicable regulations and guidelines.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING – PAID UP LIFE INSURANCE

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

PAID UP LIFE INSURANCE FOR RETIRED OR TERMINATED EMPLOYEES (PAID UP LIFE INSURANCE PLAN)

1. The Paid Up Life Insurance Plan will continue to operate as currently established until March 31, 2012, after which the policy of insurance (43932GL) will not be renewed.
2. Eligible employees who terminate or retire on or before March 31, 2012 will receive a paid up life insurance certificate.
3. New employees who commence on or after April 1, 2012 are not eligible for the Paid Up Life Insurance Plan.
4. In accordance with the current plan rules for determining eligibility, employees who have not retired or terminated as of March 31, 2012 will be eligible for a paid up life insurance certificate based on their status and length of continuous service as of March 31, 2012. The certificate will be issued on termination or retirement of the employee.
 - a. Employees with less than 10 years of continuous government service as of March 31, 2012 who (at a future date) retire immediately into the Public Service Pension Plan (PSPP) will receive a \$4,000 certificate.
 - i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had less than 10 years of continuous government service will receive a \$4,000 certificate.
 - b. Employees who have between 10 and less than 20 years of continuous government service as of March 31, 2012 will receive a \$5,000 certificate when they terminate or retire;
 - i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had between 10 and less than 20 years of continuous government service will receive a \$5,000 certificate.

- c. Employees who have 20 years or more of continuous government service as of March 31, 2012 will receive a \$7,000 certificate when they terminate or retire
 - i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had over 20 years of continuous government service will receive a \$7,000 certificate.
- 5. The status of the reserve fund will be monitored and any future funding requirements until the plan has fully paid out the accrued benefits will be funded from core life insurance premiums. Any surplus remaining when benefits have been fully paid out will remain part of the core life insurance plan.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING – LEGAL FEES

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

This Letter applies to Employees who are subject to a criminal investigation or are charged criminally as a result of their conduct while performing their duties.

The Parties agree:

1. An Employing Department will pay for 2 hours of legal fees at Alberta Justice rates if an employee is to be interviewed by an external agency at a criminal investigative interview that results from a matter arising during the course of their employment.
2. If an employee is subject to criminal charges as a result of an incident or other matter that occurred in the normal performance of duties, the Deputy Minister may pay legal fees for the employee if their internal review determines that the employee acted honestly and in good faith and had reasonable grounds for believing that the conduct was lawful.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

Witness

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

Witness

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF INTENT – TEMPORARY AND WAGE REVIEW

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

Whereas the Union has identified to the Employer its concerns regarding the use of wage and temporary employees and whereas the Employer is committed to addressing these concerns, the Employer agrees to the following:

1. The Employer agrees to review the use of all wage employees and temporary employees in all employing departments.
2. The review will be conducted by each employing department in conjunction with Corporate Human Resources representatives.
3. The review shall commence effective the date of signing and shall be completed within six (6) months from the date of signing of the Master Agreement.
4. The results of the review respecting any conversion will be provided to the Union within twenty (20) work days of completion of the process within each employing department. The Union shall advise the Employer of any concerns or issues which it has respecting the results of the review within twenty (20) work days of the receipt of the information from the Employer. Any concerns or issues raised by the Union which arise out of the conversion shall be addressed by the representatives of the Parties within twenty (20) work days of the receipt of the review respecting the conversion.
5. This Letter of Intent shall not form part of the Collective Agreement and, therefore, is not subject to the grievance or arbitration process set out in Article 29 of the Master Agreement.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

ORIGINAL SIGNED BY

GUY SMITH
President, Alberta Union of
Provincial Employees

LETTER OF UNDERSTANDING - COMMON INTEREST FORUM MEETINGS

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(THE EMPLOYER)**

- and -

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)**

The Parties acknowledge Alberta Public Service employees provide services that contribute to a high quality of life for all Albertans. It is this commitment to our Vision of “Proudly working together to build a stronger province for current and future generations” that sets our organization apart.

The Employer and the Union recognize the need to work together and act responsibly to balance the interests of Albertans, the Government of Alberta and our employees / members. To facilitate greater understanding and ongoing dialogue on the issues which we collectively face, the Parties agree to the establishment of a Common Interest Forum where such discussions can take place.

Although not intended to limit the scope of discussions between the Parties, areas which may be discussed include:

- The provision of services and staffing requirements
- Situations where current employees and their work are moved to a non-broad public sector employer
- The utilization of Temporary and Wage employment

The following principles shall apply to the meetings of this forum:

- The meetings will be held every six (6) months, or as agreed to by both Parties,
- The meetings will be restricted to the Public Service Commissioner with three (3) other representatives of the Employer, and the President of the Union with three (3) other representatives of the Union, unless otherwise agreed to by both Parties,
- Discussions between the Parties which take place during these meetings will be privileged and without prejudice to the legal interests of either party unless there is mutual agreement between the Employer and the Union to share any of the information outside the meetings.

Each party will be responsible for their representatives' salary and any travel costs associated with these meetings.

Should either Party wish to withdraw from this agreement notice in writing must be served on the other Party not less than ninety (90) calendar days prior to the requested change.

This Letter of Understanding shall not form part of the Collective Agreement and, therefore, is not subject to the grievance or arbitration process set out in Article 29 of the Master Agreement.

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

DALE SILVER
Public Service Commissioner

GUY SMITH
President, Alberta Union of
Provincial Employees