

SUBSIDIARY AGREEMENT #005

BETWEEN

**THE GOVERNMENT OF
THE PROVINCE OF ALBERTA**

AND

**THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

REPRESENTING

NATURAL RESOURCES CONSERVATION SERVICES

May 17, 2011

SUBSIDIARY 5 - NUMERICAL INDEX

<u>Article No.</u>		<u>Page</u>
1	Preamble	1
2	Effective Date	1
3	Probationary Period	1
4	Hours of Work	1
5	Overtime	1
6	Protective Clothing	2
7	Medical Examinations	2
8	Application of Master Agreement to Lookouts	2
9	Wilderness Camp Allowance	3
	Letter of Understanding – Employee/Management Advisory Committee	4
	Letter of Understanding – Seasonal Wage Employees	5
	Schedule “A” – Effective September 1, 2010	6
	Schedule “B” – 36 ¼ Hours – Effective September 1, 2010	7
	Schedule “B” – 36 ¼ Hours – Effective April 1, 2012	9
	Letter of Understanding – Lookouts	11
	Schedule 2010 – Lookouts	12
	Letter of Understanding Between the Government of Alberta and the Alberta Union of Provincial Employees	13
	Specialist Modifier	14
	Letter of Understanding – Fish and Wildlife Officers	15

SUBSIDIARY 5 - ALPHABETICAL INDEX

<u>Article No.</u>		<u>Page</u>
8	Application of Master Agreement to Lookouts	2
2	Effective Date	1
4	Hours of Work	1
	Letter of Understanding – Employee/Management Advisory Committee	4
	Letter of Understanding – Fish and Wildlife Officers	15
	Letter of Understanding – Lookouts	11
	Letter of Understanding – Seasonal Wage Employees	5
	Letter of Understanding Between the Government of Alberta and the Alberta Union of Provincial Employees	13
7	Medical Examinations	2
5	Overtime	1
1	Preamble	1
3	Probationary Period	1
6	Protective Clothing	2
	Schedule “A” – Effective September 1, 2010	6
	Schedule “B” – 36 ¼ Hours – Effective April 1, 2012	9
	Schedule “B” – 36 ¼ Hours – Effective September 1, 2010	7
	Schedule 2010 – Lookouts	12
	Specialist Modifier	14
9	Wilderness Camp Allowance	3

ARTICLE 1 - PREAMBLE

- 1.01 This Agreement is subsidiary to the Master Agreement and the terms and conditions of the Master Agreement shall have the same force and effect in this Agreement as if they were included herein, except where specifically altered by this Agreement pursuant to Clause 3.01 of the Master Agreement.
- 1.02 In the event there is a conflict, other than an exception pursuant to Clause 3.01 of the Master Agreement, between this Agreement and the Master Agreement, the Master Agreement shall prevail.
- 1.03 The purpose of this Agreement is to set forth the specific terms and conditions of employment, and rates of compensation for those classes assigned by the Parties to Schedule "A" of the Natural Resources Conservation Services subsidiary agreement.

ARTICLE 2 - EFFECTIVE DATE

- 2.01 This Agreement shall be effective following the date of signing and shall remain in effect thereafter until a replacement Agreement is established under the Public Service Employee Relations Act. However, the regular rates of pay as outlined in Schedules "A" and "B" shall be effective from the dates set out in the Schedules.

ARTICLE 3 - PROBATIONARY PERIOD

- 3.01 Pursuant to Article 27 of the Master Agreement, the Probationary Period for classifications covered by this Agreement shall be twelve (12) months.

ARTICLE 4 - HOURS OF WORK

- 4.01 Pursuant to Clauses 16.01 and 16.02 of the Master Agreement, the normal hours of work for Employees covered by this Agreement shall be thirty-six and one-quarter (36 1/4) hours per week.
- 4.02 The above will be worked over five (5) consecutive days at seven and one-quarter (7 1/4) hours per day, unless otherwise mutually agreed.
- 4.03 Notwithstanding Clause 4.02 above, wage Employees may be required to work more than five (5) consecutive days as long as the equivalent of thirty-six and one-quarter (36 1/4) hours per week is worked on a monthly basis.
- 4.04 Notwithstanding the generality of the above, Clauses 4.01, 4.02 and 4.03 shall not apply to Employees covered by Article 8 of this Agreement.

ARTICLE 5 - OVERTIME

- 5.01 Pursuant to Article 17 of the Master Agreement, Employees covered by this Agreement will be compensated for authorized overtime hours worked.
- 5.02 Notwithstanding the generality of the above, Article 5 shall not apply to Employees covered by Article 8 of this Agreement.

ARTICLE 6 - PROTECTIVE CLOTHING

- 6.01 Where the Employing Department determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided and replaced upon approval by the Deputy Head of the Employing Department.
- 6.02 Protective clothing and safety equipment shall be supplied by the Employing Department as required by the Occupational Health and Safety Act and the Radiation Protection Act and regulations or amendments thereto.
- 6.03 Notwithstanding the generality of Clause 6.01 above, where the Employing Department determines that an Employee is required to wear boots or shoes as part of the dress uniform, the Employing Department shall not be required to provide or replace the boots or shoes. Where the Employing Department does not provide or replace the boots or shoes as part of the dress uniform, the Employee shall be entitled to an annual allowance of seventy (70) dollars.
- 6.04 Where the Deputy Head determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of ninety (90) dollars per annum.

ARTICLE 7 - MEDICAL EXAMINATIONS

- 7.01 Where the Employing Department requires an Employee to undergo compulsory medical examinations, the cost of such examinations shall be paid by the Employing Department. This Article does not apply to proof of illness as required under Article 33 of the Master Agreement.

ARTICLE 8 - APPLICATION OF MASTER AGREEMENT TO LOOKOUTS

- 8.01 Pursuant to Clause 3.01 of the Master Agreement, the following Articles of the Master Agreement shall not apply to Employees who are employed as a Lookout or Senior Lookout while assigned to a tower:
- Article 16 - Hours of Work
 - Article 17 - Overtime
 - Article 18 - Shift Differential
 - Article 19 - Call Back Pay
 - Article 20 - Reporting Pay
 - Article 21 - Standby Pay
- 8.02 An Employee covered by Clause 8.01 above and while assigned to a tower shall receive in addition to regular pay one-seventh (1/7) of a day's pay for every full day worked on the tower. For the purposes of this provision, one day's pay shall be defined as the annual salary divided by two hundred and sixty-one (261). Additional salary earned under this section shall be payable at the normal pay periods.

- 8.03 Lookouts at the commencement of their fifth (5th) consecutive season shall be entitled to:
- (a) in lieu of receiving paid holidays, be allowed, in addition to regular earnings, pay at 5.2% of regular earnings, and for working on a paid holiday, pay at time and one-half the regular daily rate for that day; and
 - (b) in lieu of receiving annual vacation leave, be allowed, in addition to regular earnings, pay at 6% of regular earnings; and
 - (c) in lieu of receiving other benefits, be allowed, in addition to regular earnings, pay at 1% of regular earnings; and
 - (d) in lieu of receiving casual and general illness leave, be allowed six (6) days of paid sick leave per year.

ARTICLE 9 - WILDERNESS CAMP ALLOWANCE

- 9.01 An Employee who is required to stay overnight in a wilderness tent camp at which the Employee must provide his own domestic services shall have added to his regular salary a daily allowance of eight dollars and fifty cents (\$8.50) for each such night spent in camp.

LETTER OF UNDERSTANDING - EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE

The Parties agree that employee representatives on Employee/Management Advisory Committees will be appointed by Local 005 Council.

LETTER OF UNDERSTANDING - SEASONAL WAGE EMPLOYEES

It is understood by the Parties to this Agreement that wage Employees who work less than twelve (12) consecutive months from their date of hire or last increment but who return in the next season in the same classification may be eligible for an increment effective the first day of the bi-weekly pay period following the completion of a total of twelve months worked.

SCHEDULE "A"
ASSIGNMENT OF CLASSES TO PAY GRADES
EFFECTIVE SEPTEMBER 1, 2010

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Grade</u>
052LO	Lookout	37
057MT	Meteorologist 1	70
058MT	Meteorologist 2	73
051NR	Natural Resources 1	35
052NR	Natural Resources 2	39
053NR	Natural Resources 3	42
054NR	Natural Resources 4	44
055NR	Natural Resources 5	48
056NR	Natural Resources 6	57
057NR	Natural Resources 7	65
058NR	Natural Resources 8	70
059NR	Natural Resources 9	73

SCHEDULE "B"
NATURAL RESOURCES CONSERVATION SERVICES - SALARY GRID (36 ¼ HOUR)*
EFFECTIVE SEPTEMBER 1, 2010

Bi-weekly Salary Periods

GRADE	1	2	3	4	5	6	7
33	1,281.38 17.67	1,320.46 18.21	1,363.68 18.80	1,409.66 19.44	1,460.23 20.14	1,508.05 20.80	1,559.55 21.51
34	1,300.69 17.94	1,343.45 18.53	1,386.67 19.12	1,434.95 19.79	1,484.60 20.47	1,535.18 21.17	1,588.05 21.90
35	1,320.46 18.21	1,363.68 18.80	1,409.66 19.44	1,460.23 20.14	1,508.05 20.80	1,559.55 21.51	1,615.64 22.28
36	1,343.45 18.53	1,386.67 19.12	1,434.95 19.79	1,484.60 20.47	1,535.18 21.17	1,588.05 21.90	1,644.60 22.68
37	1,363.68 18.80	1,409.66 19.44	1,460.23 20.14	1,508.05 20.80	1,559.55 21.51	1,615.64 22.28	1,673.57 23.08
38	1,386.67 19.12	1,434.95 19.79	1,484.60 20.47	1,535.18 21.17	1,588.05 21.90	1,644.60 22.68	1,703.91 23.50
39	1,409.66 19.44	1,460.23 20.14	1,508.05 20.80	1,559.55 21.51	1,615.64 22.28	1,673.57 23.08	1,734.72 23.92
40	1,434.95 19.79	1,484.60 20.47	1,535.18 21.17	1,588.05 21.90	1,644.60 22.68	1,703.91 23.50	1,769.20 24.40
41	1,460.23 20.14	1,508.05 20.80	1,559.55 21.51	1,615.64 22.28	1,673.57 23.08	1,734.72 23.92	1,796.33 24.77
42	1,484.60 20.47	1,535.18 21.17	1,588.05 21.90	1,644.60 22.68	1,703.91 23.50	1,769.20 24.40	1,828.05 25.21
43	1,508.05 20.80	1,559.55 21.51	1,615.64 22.28	1,673.57 23.08	1,734.72 23.92	1,796.33 24.77	1,861.15 25.67
44	1,535.18 21.17	1,588.05 21.90	1,644.60 22.68	1,703.91 23.50	1,769.20 24.40	1,828.05 25.21	1,895.64 26.14
45	1,559.55 21.51	1,615.64 22.28	1,673.57 23.08	1,734.72 23.92	1,796.33 24.77	1,861.15 25.67	1,934.26 26.67
46	1,588.05 21.90	1,644.60 22.68	1,703.91 23.50	1,769.20 24.40	1,828.05 25.21	1,895.64 26.14	1,969.20 27.16
47	1,615.64 22.28	1,673.57 23.08	1,734.72 23.92	1,796.33 24.77	1,861.15 25.67	1,934.26 26.67	1,999.55 27.58
48	1,644.60 22.68	1,703.91 23.50	1,769.20 24.40	1,828.05 25.21	1,895.64 26.14	1,969.20 27.16	2,043.68 28.18
49	1,673.57 23.08	1,734.72 23.92	1,796.33 24.77	1,861.15 25.67	1,934.26 26.67	1,999.55 27.58	2,083.68 28.74
50	1,703.91 23.50	1,769.20 24.40	1,828.05 25.21	1,895.64 26.14	1,969.20 27.16	2,043.68 28.18	2,127.36 29.34
51	1,734.72 23.92	1,796.33 24.77	1,861.15 25.67	1,934.26 26.67	1,999.55 27.58	2,083.68 28.74	2,168.28 29.90
52	1,769.20 24.40	1,828.05 25.21	1,895.64 26.14	1,969.20 27.16	2,043.68 28.18	2,127.36 29.34	2,215.64 30.56
53	1,796.33 24.77	1,861.15 25.67	1,934.26 26.67	1,999.55 27.58	2,083.68 28.74	2,168.28 29.90	2,259.32 31.16
54	1,828.05 25.21	1,895.64 26.14	1,969.20 27.16	2,043.68 28.18	2,127.36 29.34	2,215.64 30.56	2,309.43 31.85
55	1,861.15 25.67	1,934.26 26.67	1,999.55 27.58	2,083.68 28.74	2,168.28 29.90	2,259.32 31.16	2,355.41 32.48

Bi-weekly Salary Periods

GRADE	1	2	3	4	5	6	7
56	1,895.64 26.14	1,969.20 27.16	2,043.68 28.18	2,127.36 29.34	2,215.64 30.56	2,309.43 31.85	2,411.50 33.26
57	1,934.26 26.67	1,999.55 27.58	2,083.68 28.74	2,168.28 29.90	2,259.32 31.16	2,355.41 32.48	2,459.32 33.92
58	1,969.20 27.16	2,043.68 28.18	2,127.36 29.34	2,215.64 30.56	2,309.43 31.85	2,411.50 33.26	2,510.35 34.62
59	1,999.55 27.58	2,083.68 28.74	2,168.28 29.90	2,259.32 31.16	2,355.41 32.48	2,459.32 33.92	2,562.30 35.34
60	2,043.68 28.18	2,127.36 29.34	2,215.64 30.56	2,309.43 31.85	2,411.50 33.26	2,510.35 34.62	2,616.56 36.09
61	2,083.68 28.74	2,168.28 29.90	2,259.32 31.16	2,355.41 32.48	2,459.32 33.92	2,562.30 35.34	2,676.33 36.91
62	2,127.36 29.34	2,215.64 30.56	2,309.43 31.85	2,411.50 33.26	2,510.35 34.62	2,616.56 36.09	2,732.42 37.68
63	2,168.28 29.90	2,259.32 31.16	2,355.41 32.48	2,459.32 33.92	2,562.30 35.34	2,676.33 36.91	2,787.59 38.44
64	2,215.64 30.56	2,309.43 31.85	2,411.50 33.26	2,510.35 34.62	2,616.56 36.09	2,732.42 37.68	2,849.66 39.30
65	2,259.32 31.16	2,355.41 32.48	2,459.32 33.92	2,562.30 35.34	2,676.33 36.91	2,787.59 38.44	2,906.67 40.09
66	2,309.43 31.85	2,411.50 33.26	2,510.35 34.62	2,616.56 36.09	2,732.42 37.68	2,849.66 39.30	2,970.58 40.97
67	2,355.41 32.48	2,459.32 33.92	2,562.30 35.34	2,676.33 36.91	2,787.59 38.44	2,906.67 40.09	3,034.49 41.85
68	2,411.50 33.26	2,510.35 34.62	2,616.56 36.09	2,732.42 37.68	2,849.66 39.30	2,970.58 40.97	3,099.78 42.75
69	2,459.32 33.92	2,562.30 35.34	2,676.33 36.91	2,787.59 38.44	2,906.67 40.09	3,034.49 41.85	3,166.90 43.68
70	2,510.35 34.62	2,616.56 36.09	2,732.42 37.68	2,849.66 39.30	2,970.58 40.97	3,099.78 42.75	3,242.30 44.72
71	2,562.30 35.34	2,676.33 36.91	2,787.59 38.44	2,906.67 40.09	3,034.49 41.85	3,166.90 43.68	3,311.73 45.67
72	2,616.56 36.09	2,732.42 37.68	2,849.66 39.30	2,970.58 40.97	3,099.78 42.75	3,242.30 44.72	3,388.97 46.74
73	2,676.33 36.91	2,787.59 38.44	2,906.67 40.09	3,034.49 41.85	3,166.90 43.68	3,311.73 45.67	3,463.45 47.77
74	2,732.42 37.68	2,849.66 39.30	2,970.58 40.97	3,099.78 42.75	3,242.30 44.72	3,388.97 46.74	3,542.53 48.86
75	2,787.59 38.44	2,906.67 40.09	3,034.49 41.85	3,166.90 43.68	3,311.73 45.67	3,463.45 47.77	3,622.12 49.96

* Hourly rates (to 2 decimal places) shown for information purposes only

SCHEDULE "B"
NATURAL RESOURCES CONSERVATION SERVICES - SALARY GRID (36 ¼ HOUR)*
EFFECTIVE APRIL 1, 2012

Bi-weekly Salary Periods

GRADE	1	2	3	4	5	6	7
33	1,332.64 18.38	1,373.28 18.94	1,418.23 19.56	1,466.05 20.22	1,518.64 20.94	1,568.37 21.63	1,621.93 22.37
34	1,352.72 18.65	1,397.19 19.27	1,442.14 19.89	1,492.35 20.58	1,543.98 21.29	1,596.59 22.02	1,651.57 22.78
35	1,373.28 18.94	1,418.23 19.56	1,466.05 20.22	1,518.64 20.94	1,568.37 21.63	1,621.93 22.37	1,680.27 23.17
36	1,397.19 19.27	1,442.14 19.89	1,492.35 20.58	1,543.98 21.29	1,596.59 22.02	1,651.57 22.78	1,710.38 23.59
37	1,418.23 19.56	1,466.05 20.22	1,518.64 20.94	1,568.37 21.63	1,621.93 22.37	1,680.27 23.17	1,740.51 24.00
38	1,442.14 19.89	1,492.35 20.58	1,543.98 21.29	1,596.59 22.02	1,651.57 22.78	1,710.38 23.59	1,772.07 24.44
39	1,466.05 20.22	1,518.64 20.94	1,568.37 21.63	1,621.93 22.37	1,680.27 23.17	1,740.51 24.00	1,804.11 24.88
40	1,492.35 20.58	1,543.98 21.29	1,596.59 22.02	1,651.57 22.78	1,710.38 23.59	1,772.07 24.44	1,839.97 25.37
41	1,518.64 20.94	1,568.37 21.63	1,621.93 22.37	1,680.27 23.17	1,740.51 24.00	1,804.11 24.88	1,868.18 25.76
42	1,543.98 21.29	1,596.59 22.02	1,651.57 22.78	1,710.38 23.59	1,772.07 24.44	1,839.97 25.37	1,901.17 26.22
43	1,568.37 21.63	1,621.93 22.37	1,680.27 23.17	1,740.51 24.00	1,804.11 24.88	1,868.18 25.76	1,935.60 26.69
44	1,596.59 22.02	1,651.57 22.78	1,710.38 23.59	1,772.07 24.44	1,839.97 25.37	1,901.17 26.22	1,971.47 27.19
45	1,621.93 22.37	1,680.27 23.17	1,740.51 24.00	1,804.11 24.88	1,868.18 25.76	1,935.60 26.69	2,011.63 27.74
46	1,651.57 22.78	1,710.38 23.59	1,772.07 24.44	1,839.97 25.37	1,901.17 26.22	1,971.47 27.19	2,047.97 28.24
47	1,680.27 23.17	1,740.51 24.00	1,804.11 24.88	1,868.18 25.76	1,935.60 26.69	2,011.63 27.74	2,079.53 28.68
48	1,710.38 23.59	1,772.07 24.44	1,839.97 25.37	1,901.17 26.22	1,971.47 27.19	2,047.97 28.24	2,125.43 29.31
49	1,740.51 24.00	1,804.11 24.88	1,868.18 25.76	1,935.60 26.69	2,011.63 27.74	2,079.53 28.68	2,167.03 29.89
50	1,772.07 24.44	1,839.97 25.37	1,901.17 26.22	1,971.47 27.19	2,047.97 28.24	2,125.43 29.31	2,212.45 30.51
51	1,804.11 24.88	1,868.18 25.76	1,935.60 26.69	2,011.63 27.74	2,079.53 28.68	2,167.03 29.89	2,255.01 31.10
52	1,839.97 25.37	1,901.17 26.22	1,971.47 27.19	2,047.97 28.24	2,125.43 29.31	2,212.45 30.51	2,304.27 31.78
53	1,868.18 25.76	1,935.60 26.69	2,011.63 27.74	2,079.53 28.68	2,167.03 29.89	2,255.01 31.10	2,349.69 32.40
54	1,901.17 26.22	1,971.47 27.19	2,047.97 28.24	2,125.43 29.31	2,212.45 30.51	2,304.27 31.78	2,401.81 33.12
55	1,935.60 26.69	2,011.63 27.74	2,079.53 28.68	2,167.03 29.89	2,255.01 31.10	2,349.69 32.40	2,449.63 33.78

Bi-weekly Salary Periods

GRADE	1	2	3	4	5	6	7
56	1,971.47 27.19	2,047.97 28.24	2,125.43 29.31	2,212.45 30.51	2,304.27 31.78	2,401.81 33.12	2,507.96 34.59
57	2,011.63 27.74	2,079.53 28.68	2,167.03 29.89	2,255.01 31.10	2,349.69 32.40	2,449.63 33.78	2,557.69 35.27
58	2,047.97 28.24	2,125.43 29.31	2,212.45 30.51	2,304.27 31.78	2,401.81 33.12	2,507.96 34.59	2,610.76 36.01
59	2,079.53 28.68	2,167.03 29.89	2,255.01 31.10	2,349.69 32.40	2,449.63 33.78	2,557.69 35.27	2,664.79 36.75
60	2,125.43 29.31	2,212.45 30.51	2,304.27 31.78	2,401.81 33.12	2,507.96 34.59	2,610.76 36.01	2,721.22 37.53
61	2,167.03 29.89	2,255.01 31.10	2,349.69 32.40	2,449.63 33.78	2,557.69 35.27	2,664.79 36.75	2,783.38 38.39
62	2,212.45 30.51	2,304.27 31.78	2,401.81 33.12	2,507.96 34.59	2,610.76 36.01	2,721.22 37.53	2,841.72 39.19
63	2,255.01 31.10	2,349.69 32.40	2,449.63 33.78	2,557.69 35.27	2,664.79 36.75	2,783.38 38.39	2,899.09 39.98
64	2,304.27 31.78	2,401.81 33.12	2,507.96 34.59	2,610.76 36.01	2,721.22 37.53	2,841.72 39.19	2,963.65 40.87
65	2,349.69 32.40	2,449.63 33.78	2,557.69 35.27	2,664.79 36.75	2,783.38 38.39	2,899.09 39.98	3,022.94 41.69
66	2,401.81 33.12	2,507.96 34.59	2,610.76 36.01	2,721.22 37.53	2,841.72 39.19	2,963.65 40.87	3,089.40 42.61
67	2,449.63 33.78	2,557.69 35.27	2,664.79 36.75	2,783.38 38.39	2,899.09 39.98	3,022.94 41.69	3,155.87 43.52
68	2,507.96 34.59	2,610.76 36.01	2,721.22 37.53	2,841.72 39.19	2,963.65 40.87	3,089.40 42.61	3,223.77 44.46
69	2,557.69 35.27	2,664.79 36.75	2,783.38 38.39	2,899.09 39.98	3,022.94 41.69	3,155.87 43.52	3,293.58 45.42
70	2,610.76 36.01	2,721.22 37.53	2,841.72 39.19	2,963.65 40.87	3,089.40 42.61	3,223.77 44.46	3,371.99 46.51
71	2,664.79 36.75	2,783.38 38.39	2,899.09 39.98	3,022.94 41.69	3,155.87 43.52	3,293.58 45.42	3,444.20 47.50
72	2,721.22 37.53	2,841.72 39.19	2,963.65 40.87	3,089.40 42.61	3,223.77 44.46	3,371.99 46.51	3,524.53 48.61
73	2,783.38 38.39	2,899.09 39.98	3,022.94 41.69	3,155.87 43.52	3,293.58 45.42	3,444.20 47.50	3,601.99 49.68
74	2,841.72 39.19	2,963.65 40.87	3,089.40 42.61	3,223.77 44.46	3,371.99 46.51	3,524.53 48.61	3,684.23 50.81
75	2,899.09 39.98	3,022.94 41.69	3,155.87 43.52	3,293.58 45.42	3,444.20 47.50	3,601.99 49.68	3,767.00 51.95

* Hourly rates (to 2 decimal places) shown for information purposes only

LETTER OF UNDERSTANDING - LOOKOUTS

The Parties agree that the terms and conditions that the Parties have negotiated with respect to Lookouts recognizes the uniqueness of their work and work environment. Therefore the Parties agree to the following:

1. The Parties agree to jointly request that the Director of Employment Standards continue to grant a Scheme of Employment exempting Lookouts from the following provisions of the Employment Standards Code: Division 3 - Section 16, Hours of Work, and Section 19, Days of Rest; and Division 4 - Overtime.
2. The Parties agree that upon the granting of the Scheme of Employment referred to above, compensation under this agreement will be provided to Lookouts, where eligible, according to the terms of the attached Schedule.
3. This Letter, including the attached Schedule, is without prejudice and will set no precedent for any future position that the Parties may wish to take on similar matters.
4. This Letter of Understanding shall be effective for the term of the Collective Agreement pursuant to 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

SCHEDULE – 2010 - LOOKOUTS

This schedule will remain in effect for the term of the Collective Agreement pursuant to Article 47 of the Master Agreement.

The Parties recognize that employees employed as Lookouts assigned to lookout towers may be required to work more than 7.25 hours per day on days where the fire hazard is “High” or “Extreme” and that they may work less than 7.25 hours per day where the fire hazard is “Low” or “Moderate”. To recognize that in fire seasons where there is an unusually high fire hazard Lookouts will be required to work more hours than in seasons with lower fire hazard, the following compensation will apply:

1. Lookouts who are assigned to a lookout tower will be entitled to additional compensation in those fire seasons where more than one third (33%) of the total days that their assigned lookout tower is open in a month, are designated by the Employer as “High” or “Extreme” hazard days.
2. Lookouts will be paid \$30.00 per day for each additional “High” or “Extreme” hazard day worked which is in excess of the one third (33%) referred to in Item #1. (Example: Tower A is open for 30 days in a month. 12 of these days are designated as “High” or “Extreme” hazard. Compensation of \$30.00 per day would apply to 2 days which would equal \$60.00.)
3. The Employer will determine the fire season which is defined as the total number of days that a lookout tower is open within a year.
4. An employee must remain employed as a Lookout for the full calendar month in order to be paid the above noted compensation for that month.
5. The Parties agree that compensation is only payable under this Schedule while a Scheme of Employment, granted by the Director of Employment Standards exempting Lookouts from the following provisions of the Employment Standards Code, is in effect: Division 3 - Section 16, Hours of Work, and Section 19, Days of Rest; and Division 4 - Overtime.
6. The Parties agree to discuss issues which arise with respect to the application of this Schedule or the Scheme of Employment referred to above.
7. This Schedule is without prejudice and will set no precedent for any future position that the Parties may wish to take on similar matters.

LETTER OF UNDERSTANDING

BETWEEN

**THE GOVERNMENT OF ALBERTA
(The Employer)**

AND

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

The Parties agree to the following:

1. If the Employer (CHR and the Department) determines that a Market Modifier is necessary the Employer and the Union will meet and discuss the implementation of any modifier. The market modifier will be added directly to the employee's salary and is pensionable. Employees will be given notice if the market modifier is to be reduced or removed. An employee's base pay as negotiated between the A.U.P.E. and the Crown as contained in Schedules A and B of the Subsidiary #005 Agreement will not be affected by the modifier.
2. A Specialist Modifier (Document 1) will apply to the following functions:

Personal Conflict Control Instructor	Medical Response Team Leader
Summer and Winter Mountaineering Instructor	Boat Instructor
Search Management Instructor	Helicopter/Sling Rescue Team Leader
Rescue Response Team Leader	Firearms Instructor
Problem Wildlife Specialist	Fire Boss II or Level I Certification in Fire
Bear Response Team Leader	Air Attack Officer
Surveillance Team Leader	Aerial Ignition Boss
Undercover Operator	Fire Behavior Specialist
3. The Specialist Modifier will be \$75.87 per bi-weekly pay period. The Employer will identify and assign the specialist modifier functions. The Employer maintains the right to assign, re-assign and or discontinue the use of any specialist modifier functions upon 90 days written notice to the affected employee(s). The Employer further retains the right to immediately remove the modifier if the employee does not meet the required certification and/or qualifications. The modifier is considered pensionable.

Original signed June 8, 1999

Amended Letter of Understanding signed 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

SPECIALIST MODIFIER

This modifier will be used in circumstances where the Employer needs an employee/s to maintain a specialized set of skills or certification that may only be used in emergency or special circumstances beyond the scope of the employee's assigned responsibilities. A flat rate modifier will be added to the employee's bi-weekly cheque.

Employees will be selected to perform the Specialist Modifier functions based on the Employer requiring that function and the employees attaining and maintaining any credentials or training as defined by the Employer.

LETTER OF UNDERSTANDING – FISH AND WILDLIFE OFFICERS

BETWEEN

THE GOVERNMENT OF ALBERTA
(The Employer)

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(The Union)

This Agreement applies specifically to Fish and Wildlife Officers to reflect the unique environment they work in.

It is the intent of the Parties that no Employee shall suffer a loss or gain in entitlements under the Collective Agreement as a result of this Letter of Understanding.

Therefore, the Parties agree as follows:

Variable Hours of Work Schedules

1. Variable hours of work schedules for Fish and Wildlife Officers shall be established for periods of one (1) month. The number of scheduled hours in a month will be calculated by multiplying the number of work days (based on a work schedule of Monday to Friday with Saturdays and Sundays off) by 7.25 hours.
2. At least one week prior to each month, the District Fish and Wildlife Officer shall develop a work schedule framework for the upcoming month. This monthly framework will be based on district and area demands, and officer preference. The framework will set out the days of work and standby for each officer in the district, as well as the “anticipated” number of hours to be worked by each officer during each week in the month.
3. Every Thursday the District Fish and Wildlife Officer will specify the number of hours to be worked (including the start time of each shift) by each officer in the District on each day of the following week. This schedule will be ‘confirmed’, meaning no more alterations shall be made to the schedule thereafter without Department approval. The specific time that a meal period is to be taken shall not be included in the shift schedule; officers shall use their judgment in determining the best time to take their meal period during their shift.
4. The monthly schedule framework and weekly work schedules referred to in clauses 2 and 3 are subject to mutual agreement between the officer and the Department. In the absence of mutual agreement, monthly work schedules shall be based on work days at 7.25 hours per day.
5. In the absence of mutual agreement, officers shall not be scheduled to work more than one (1) Saturday, or one (1) Sunday, or one (1) Saturday/Sunday combination in a month, which shall be determined by management. However, by mutual agreement between the officer and the Department, an officer may be scheduled to work additional Saturdays, Sundays or Saturday/Sunday combinations.
6. Officers shall work no more than eight and one half (8.5) hours in a day without incurring overtime.

7. The minimum number of hours to be worked on a scheduled work day is four (4) hours.
8. Employees shall have all benefits and entitlements calculated so as to ensure no loss or gain in Employee entitlements. Articles 14, 23, 31, 32, 33, 33A, 36, 37 and 38 of the Master Agreement shall be administered so as to provide the same number of hours of total entitlement as would be provided to an Employee who normally works a 7.25 hour shift.
9. Officers shall book "In Service" with the Radio Control Centre at the beginning of each work shift day, and shall book "Out Of Service" with the Radio Control Centre at the end of each work shift.

Paid Holidays

10. Where a Paid Holiday falls within a month, the Employee shall either take the Paid Holiday (in which case the number of hours to be worked in that month shall be reduced by seven point two five (7.25) hours for each Paid Holiday taken during the period) or be scheduled to work on the Paid Holiday (in which case he/she shall be compensated in accordance with the Master Agreement).
11. If the weekend to be worked is attached to a Statutory Holiday, it is the Officer's option to work the Statutory Holiday and if so, he/she shall be compensated in accordance with the Master Agreement.

By/Call Back

12. Response standards established by the Employer shall apply to officers on standby.
13. Fish and Wildlife Officers will not require the prior approval of their supervisor to initiate a call back for urgent work related matters in accordance with the applicable policies of the Department. The words "or the Radio Control Centre" are inserted into Article 19.01 of the Master Agreement immediately after the words "by his supervisor".
14. Officers shall not be placed on standby more than eight (8) days in a month; however, by mutual agreement between an officer and the Department, an officer may be placed on standby for up to twelve (12) days in a month.
15. Except by mutual agreement between an officer and the Department, an officer shall not be placed on standby prior to the end of their first shift on the first workday following a day of rest. Standby shall not extend beyond the beginning of a shift on the last workday preceding a day of rest. In other words, if an officer is placed on standby, it shall be scheduled to begin at the end of an officer's first shift and conclude by the start of their last shift.
16. If an officer has booked Out Of Service, regardless of the number of hours he/she has worked on that particular day, call back provisions and Article 17 shall apply.
17. The method of compensating Employees for call back and standby (cash or time off in lieu) shall be at the discretion of management.

Meal Breaks

18. Officers shall not be expected or required to take calls or to respond to calls during their meal period. Accordingly, standby pay shall not apply during meal periods.

Mutual Agreement

- 19. Either Party during the life of this Agreement, may with the agreement of the other Party, alter any Employee entitlement or Employee rights which are contained within this Agreement and upon such agreement these changes shall become the entitlements, or Employee rights.

Termination of Letter of Understanding

- 20. This Letter of Understanding can be terminated by either Party upon thirty (30) days written notice to the other Party.

Expiry of Letter of Understanding

- 21. The Letter of Understanding signed on September 1, 2008 is replaced in its entirety by this Letter of Understanding.
- 22. All of the above shall be effective from October 1st, 2009 until the expiry of the current Collective Agreement between the Parties. Notwithstanding the above, this Letter of Understanding shall remain in effect thereafter until a replacement Agreement is established.

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

Dated this 17th day of May, 2011

ORIGINAL SIGNED BY

Witness

ORIGINAL SIGNED BY

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Public Service Commissioner

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Witness

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GUY SMITH
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Provincial Employees