



COLLECTIVE AGREEMENT

BETWEEN

**ALBERTA INNOVATES -
ENERGY AND ENVIRONMENT SOLUTIONS**

AND

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 118 CHAPTER 022**

EXPIRES AUGUST 31, 2017

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This Agreement made the 13th day of June, 2014

BETWEEN:

ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS (AI – EES)
(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 Alberta Innovates – Energy and Environment Solutions pursuant to the Public Service Employee Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, 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) "Chief Executive Officer" means the chief officer of the Corporation;
 - (e) "Designated Officer" means a person who is authorized on behalf of the AI - EES to deal with grievances and is excluded pursuant to Section 12(1)(d) of The Public Service Employee Relations Act;
 - (f) "Employee" means a person employed by AI - EES 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 employed in either full or part-time permanent positions; or
 - (ii) the temporary service which consists of persons employed in temporary positions; or
 - (iii) the casual service which consists of persons employed on an irregular basis to perform designated responsibilities which do not exceed one thousand and two hundred (1200) hours within a twelve (12) month period.
 - (g) "Probationary Employee" means a person, who during his initial period of employment is serving a probationary period;
 - (h) "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.
 - (i) "Temporary Position" means a position established as such in which the incumbent is required for continuous employment for a limited period, and includes:
 - (i) "Project Position" in which the incumbent is employed for the duration of a project; or
 - (ii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties.

- (j) "Monthly Salary" means annual salary divided by twelve (12);
- (k) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
- (l) "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;
- (m) "Grade" means the periods, assigned to a class, within the salary grid;
- (n) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
- (o) "Maximum Salary" means the highest period of the highest grade assigned a class;
- (p) "Minimum Salary" means the lowest period of the lowest grade assigned to a class;
- (q) "Month" means a calendar month;
- (r) "Period" means a single salary rate within the grade;
- (s) "Work Day" means any day on which an Employee is normally expected to be at his place of employment;
- (t) "Dismiss" means to discharge an Employee for just cause;
- (u) "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;
- (v) "Employer" means Alberta Innovates – Energy and Environment Solutions (AI - EES), as represented by the Chief Executive Officer of the Corporation or any person acting on behalf of him, as the context of this Agreement may require;
- (w) "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
APPLICATION

3.01 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 positions allocated to a class of this Collective Agreement.

3.02 This Agreement applies to an Employee:

- (a) employed in a permanent position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and
- (b) employed in 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 11, Workforce Reduction, shall not apply;
 - (ii) Article 28, Long Term Disability, shall not apply until after one (1) year of continuous employment in a temporary position; and
- (c) hired for casual employment, except that the following shall not apply:
 - (i) Article 11 Workforce Reduction
 - (ii) Clause 15.04 Compensatory Time Off
 - (iii) Article 20 Workers' Compensation Supplement
 - (iv) Article 24 In the case of termination of employment
 - (v) Article 25 Casual Illness
 - (vi) Article 26 General Illness
 - (vii) Article 28 Long Term Disability
 - (viii) Article 29 Blue Flex Benefit Plan
 - (ix) Clause 30.01 Group Life, Accidental Death and Dismemberment, Dependent's Life

- (x) Article 31 Paid Holidays
 - (xi) Article 32 Christmas Closure
 - (xii) Article 33 Annual Vacation Leave
 - (xiii) Article 34 Special Leave
 - (xiv) Article 35 Military Leave
 - (xv) Article 36 Adoption/Parental Leave
 - (xvi) Article 37 Maternity Leave
 - (xvii) Clause 38.02 Court Leave in private capacity
- (d) A Casual Employee who is dismissed for disciplinary reasons in accordance with Article 23 - Disciplinary Action, shall have access to Level 1 of the Grievance Procedure as provided in Sub-clause 24.01(e) but not to any other Levels of the Grievance Procedure. However, a Casual Employee shall not have access to Article 24 - Grievance Procedure in the case of termination of employment.

3.03 Notwithstanding Sub-clause 3.02(c), an Employee hired for casual employment shall in lieu of receiving:

- (a) paid holidays pursuant to Article 31, 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 33, be allowed in addition to his regular wage earnings, pay at 6% of his regular wage earnings.

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

ARTICLE 4

MANAGEMENT RECOGNITION

4.01 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 5

UNION RECOGNITION

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

5.02 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.

- 5.03 The Employer 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 Employer 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 Employer for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 5.04 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 6

LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 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.
- 6.02 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 7

UNION MEMBERSHIP AND DUES CHECK-OFF

- 7.01 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.
- 7.02 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.
- 7.03 (a) The Employer shall remit Union dues deducted from the pay of all Employees to the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form showing Employee number, starting date, classification, 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 7.03(a) the Employer agrees to provide the following information upon commencement: birth date, anniversary month, employee type (permanent, temporary, casual), sub type (full or part time), grade, step, earnings, gender and status code for active employees who have no dues deducted.

7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

EMPLOYER - UNION RELATIONS

8.01 The Employer 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 Employer's Human Resources representative. The foregoing approval shall not be unreasonably denied.

8.02 On a quarterly basis, the Employer will provide the Union with the name of a Human Resources representative 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 the names of Union Stewards to the Employer.

ARTICLE 9

EMPLOYER - EMPLOYEE RELATIONS

9.01 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.

9.02 The Union shall determine the number of Union Stewards, having regard to the plan of organization and the distribution of employees at the workplace. When difficulties arise, the Union and the Employer shall consult in order to resolve the difference.

9.03 The Employer recognizes the Union Steward as an official representative of the Union.

9.04 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 10

TIME OFF FOR UNION BUSINESS

10.01 Subject to Clause 10.03, time off, without loss of regular earnings, will be provided for the following:

(a) Authorized Union representatives, not to exceed three (3) in number, for time spent meeting with representatives of the Employer at formal Employee Management 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.

- 10.02 Subject to Clause 10.03, time off, without pay, will be provided for the following:
- (a) Members of the Local Executive, to administer the Local; such meetings to be held normally on a Saturday;
 - (b) Members of the Local Councils to attend meetings as required for the preparation for and during the negotiation of a new Collective Agreement; such meetings to be held normally on a Saturday;
 - (c) Members of the Chapter Negotiating Committees for time spent meeting with representatives of the Employer during the formal negotiating of a Collective Agreement and for Union preparatory meetings during these negotiations;
 - (d) Members elected as delegates to attend the Annual Convention of the Alberta Union of Provincial Employees;
 - (e) Members designated as delegates representing the Union at Conventions of other Employee organizations;
 - (f) Members elected as representatives of the Union to attend Seminars and Chapter Meetings. It is understood that wherever possible such Seminars and Chapter Meetings will be held during periods when Employer 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;
 - (h) Members of the Provincial Executive Standing Committees of the Union to attend regular committee meetings normally held every two (2) months on a week day;
 - (i) Members of the Union Executive Committee, to attend meetings which are normally held monthly on a Friday; and
 - (j) Members who have been appointed to the Joint Public Service Pension Board to attend Board meetings or Board authorized training.
- 10.03 In all of the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Employer 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 10.02; however, consideration shall still be given in cases where the five (5) days notice is not provided. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.
- 10.04 To facilitate the administration of Clause 10.02 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 11

WORKFORCE REDUCTION

- 11.01 The Employer will make a reasonable effort to effect a reduction in the workforce through attrition prior to serving an Employee with notice of a workforce reduction.

- 11.02 The Employer shall provide a permanent Employee with at least eight (8) calendar weeks' prior written notice that the Employee's position is the subject of a workforce reduction.
- 11.03 In the event of workforce reductions, Employees in the same job classification within a single location shall be reduced in the reverse order of seniority.
- (a) A Permanent Employee's Seniority Date shall be the date on which the Employee's continuous service with the Employer commenced, including all prior periods of service as a Temporary or Permanent Employee contiguous to present regular employment.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Sub-clause 11.03 (a).
- 11.04 At the time that the Employee is provided written notice of a workforce reduction, the Employer shall arrange a consultation meeting with representatives from the Employer, the Union and the Employee to advise the Employee of severance provisions.
- 11.05 An Employee shall advise the Employer within seventy-two (72) hours from the date of the consultation meeting in Clause 11.04 as to her acceptance of the severance provisions.
- 11.06 The Severance Payment will be available for permanent Employees with at least one (1) year of continuous employment with the Employer. An eligible Employee will be entitled to receive a Severance Payment at her regular rate of pay in accordance with Clause 11.08.
- 11.07 An Employee who is the subject of a workforce reduction and for whom the Employer has not arranged continuing other employment within Alberta Innovates - Energy and Environment Solutions, shall be eligible for the Severance Payment.

11.08

Schedule - Severance Payment

Full Years of Continuous Employment	Severance 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	43
14	47
15 plus	52

- 11.09 The Severance Payment will not be made to an Employee who was dismissed, resigned, retired or who refuses to accept an alternate position with the Employer at the same or higher maximum salary without good and satisfactory reason. In such case, the Employee shall forfeit all rights to Severance Pay.
- 11.10 An Employee shall be entitled to receive the Severance Payment in addition to the notice of her workforce reduction as specified in Clause 11.02.
- 11.11 An Employee who receives the Severance Payment will be required to resign in writing at a mutually agreeable time.
- 11.12 During the period of notice of workforce reduction set out in Clause 11.02, the Employer will allow the affected Employee a reasonable amount of time with pay to be interviewed by prospective employers.
- 11.13 Within one (1) month of the signing date of this Collective Agreement, the Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Permanent Employee in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list. The seniority list will be updated by the Employer and provided to the designated Union representative upon request.
- 11.14 The Union shall have one (1) month in which to take issue with the seniority list described in Clause 11.13, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

ARTICLE 12

ATTENDANCE

- 12.01 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 one (1) hour of normal starting time.
- 12.02 An Employee on authorized leave of absence and/or illness leave for an indeterminate period shall notify an individual designated to receive and/or authorize absences at his place of work of his intention to return to work no later than the preceding work day.
- This 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.
- 12.03 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 an individual designated to receive and/or authorize absences 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.
- 12.04 Time limits, pursuant to Clauses 12.01, 12.02 and 12.03, 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.

- 12.05 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.
- 12.06 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 13

ACTING INCUMBENT

- 13.01 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.
- 13.02 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;
- 13.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.
- 13.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary shall be readjusted to that which would be in effect if he had continuously occupied that position.
- 13.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 14
HOURS OF WORK

- 14.01 (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, seven and one-quarter (7 1/4) hours per day; or
 - (ii) forty (40) hours per week, eight (8) hours per day.
- (b) Pursuant to Clauses 14.01 and 14.02 of this Agreement, an Employee assigned to a Class contained within Schedule "A" and who is required to work a forty (40) hour work week as a condition of employment shall be paid the applicable rate of pay as set out in applicable Salary Schedule "B".
- (c) Pursuant to Clauses 14.01 and 14.02 of this Agreement, an Employee assigned to a Class contained within Schedule "C" and who is required to work a forty (40) hour work week as a condition of employment shall be paid an additional 10.34% more than the specified salary for their assigned class as set out in Salary Schedule "D". This additional amount shall be considered part of the Employee's annual salary.
- 14.02 An Employee's pay shall be based on the hours worked by an Employee.
- 14.03 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.
- 14.04 A meal period of not less than one-half (1/2) hour and 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 14.05.
- 14.05 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.
- 14.06 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.

ARTICLE 15
OVERTIME

- 15.01 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 Employer.

- 15.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 15.07.
- 15.03 An Employee who has been authorized to work overtime and who is employed in a class assigned to Schedule "A" or Schedule "C" of this Agreement shall be compensated as follows:
- (a) Where overtime is controlled on a daily basis:
 - (i) Subject to Clause 15.08, 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 seven and one-quarter (7 ¼) hours per day or eight (8) hours per day 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 sub-section, authorized travel on approved Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this sub-section shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.
- 15.04 Any overtime worked by the Employee may be claimed as compensatory time off with pay in lieu of a cash settlement. However, compensatory time off shall be scheduled 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.
- 15.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 15.06
- (a) An Employee who is required to attend a training course or seminar on his 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. Such travel time shall not be included towards fulfilling any weekly balancing period.

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

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

15.09 Part-time Employees working less than the normal hours of work stated in Clause 14.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same Class, after which the overtime provisions of Clause 15.03 shall apply.

ARTICLE 16

SHIFT DIFFERENTIAL

16.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive a dollar and seventy-five (\$1.75) 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.

16.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.01. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.

16.03 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.

16.04 Shift differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 17

WEEKEND PREMIUM

17.01 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week shall receive a weekend premium of a dollar and seventy-five (\$1.75) cents for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

17.02 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 18

CALL BACK PAY

- 18.01 Subject to Clause 18.03, 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 15. 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.
- 18.02 Subject to Clause 18.03, 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.
- 18.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.
- 18.04 Telephone Calls:
- (a) Employees who are formally designated by the Employer to receive urgent work related telephone calls at home outside of normal working hours shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly salary or the equivalent time in lieu for all time engaged in such calls. Notwithstanding the foregoing, if the time worked receiving a call and making and receiving additional telephone calls related to the original telephone call totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more telephone calls received within a thirty (30) minute period will be considered to be a single telephone call.
 - (b) Compensation for responding to telephone calls at home will not be paid in circumstances in which the telephone call results in the Employee having to leave home to return to work. In such cases, the provisions of Clauses 18.01, 18.02 and 18.03 shall apply.
- 18.05 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 19

REPORTING PAY

- 19.01 A Casual Employee shall be paid a minimum of three (3) hours pay at his hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.

ARTICLE 20

WORKERS' COMPENSATION SUPPLEMENT

- 20.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of his duties with the Employer, 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.
- 20.02 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.
- 20.03 The eligibility period specified in Clause 20.01 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.
- 20.04 When a day designated as a paid holiday under Article 31 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.
- 20.05 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 20.01.
- 20.06 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.
- 20.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 20.01 is participating in Alberta Innovates – Energy and Environment Solutions' Employees' Group Blue Flex Benefit Plan, the Alberta Innovates – Energy and Environment Solutions' Employees' Group Life Insurance Plan or the Alberta Innovates – Energy and Environment Solutions' 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 29 and 30.

ARTICLE 21

SUBSISTENCE, TRAVEL AND MOVING EXPENSES

- 21.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Employer's Subsistence, Travel and Moving Expenses Policies.

ARTICLE 22

PROBATIONARY EMPLOYEE AND PERIOD

- 22.01 A person employed in a position with the Employer shall serve a probationary period.
- 22.02 An Employee who has previously been employed by the Employer may, at the discretion of the Chief Executive Officer, have such previous employment considered as part of the probationary period as specified for the classification.
- 22.03 (a) The period of probation shall start on the date of commencement and shall be six (6) months for an Employee employed in a position classified as Administrative Support 1, 2, 3, 4 or 5. An Employee employed in a position in any other class shall serve a probationary period of twelve (12) months. The period of probation may be extended by written agreement of the Union and the Employer.
- (b) This Article will also apply to Employees employed in the Temporary Service.
- 22.04 On commencement of employment, a new Employee shall be provided with a copy of his position description or list of duties.

ARTICLE 23

DISCIPLINARY ACTION

- 23.01 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.
- 23.02 An Employee who is to be interviewed with respect to disciplinary action as referred to in Clause 23.01 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 a senior official at his place of work to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.
- 23.03 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.
- 23.04 The Employer will make reasonable arrangements to have an Employee's personal file made available at a place agreed by the Employee and the Employer 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.

- 23.05 The personal file referred to in this Article is the personal file of an Employee maintained by the 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 or an assessment of an Employee by the Diagnostic and Referral Unit shall be contained in this file.
- 23.06 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.
- 23.07 Subject to Article 24, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 24

GRIEVANCE PROCEDURE

24.01 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 24.01(a), any complaint pertaining to a classification or the classification process 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 Casual Employee may be submitted at Level 1 but not at any other Levels of the Grievance Procedure. Such a grievance shall be submitted in writing and the decision given by the Designated Officer at Level 1 shall be final and binding on the Parties and all interested persons.
- (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.

24.02 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 Employer's Subsistence, Travel and Moving Expenses Policies.

24.03 Grievance Process

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

(a) 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 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 24.03(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.

24.04

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.
- (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 24.04(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 24.04(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 24.04(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 Chief Executive Officer 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 Policies.
- (h) The Chief Executive Officer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

24.05

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.

24.06 Arbitration Decisions

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

24.07 Procedures and Time Limits

- (a) Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.
- (b) Time limits in this Article may be extended by written agreement between the Employer 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 Chief Executive Officer; or
 - (ii) by leaving it at or by sending it by registered or certified mail to the office of the Chief Executive Officer ; or
 - (iii) personally on the Chief Executive Officer by a receipted courier service.
- (III) 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.

- (IV) The date of delivery establishes the date of receipt for documents that are served personally.
- (V) 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 25

CASUAL ILLNESS

- 25.01 "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.
- 25.02 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is the time between 8:15 a.m. and 12 noon or between 1:00 p.m. and 4:30 p.m.
- 25.03 (a) An Employee in his first full calendar year of employment and in each subsequent calendar 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.
- (b) For an Employee who is in his first calendar year of employment and who commences employment after January 1st, Casual Illness Leave shall be prorated for such Employee as follows:
- i) An Employee who commences employment between January 1st and March 31st shall receive ten (10) work days of casual illness leave with pay;
 - ii) An Employee who commences employment between April 1st and June 30th shall receive seven point five (7.5) work days of casual illness leave with pay;
 - iii) An Employee who commences employment between July 1st and September 30th shall receive five (5) work days of Casual Illness Leave with pay; and
 - iv) An Employee who commences employment between October 1st and December 31st shall receive two point five (2.5) work days of casual illness leave with pay.
- 25.04 This Article is subject to Article 27.
- 25.05 "Year of Employment" means a Calendar Year commencing January 1st and ending December 31st.

- 25.06 (a) Effective January 1, 2015 Alberta Innovates – Energy and Environment Solutions and the Union agree to the transition to “Calendar Year” for the administration of Article 25 - Casual Illness.
- (b) Sub-clause 25.06 (a) shall remain in effect until December 31, 2015.

ARTICLE 26

GENERAL ILLNESS

26.01 "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 25.

26.02 Provided the Employee is not then absent from work due to illness, pursuant to Clause 26.01, 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 26.03:

- (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 26.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in AI -EES service.
- 26.03
- (a) Subject to Sub-clause 26.03(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 26.02 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) An employee's general illness leave benefits are reinstated the day on which the employee returns to work.
- 26.04 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 28.
- 26.05 Notwithstanding Article 25 or Clause 26.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 25 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.
- 26.06 When a day designated as a Paid Holiday under Article 31 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.
- 26.07 This Article is subject to Article 27.
- 26.08 "Year of Employment" means" a Calendar Year commencing January 1st and ending December 31st.
- 26.09
- (a) Effective January 1, 2015 Alberta Innovates – Energy and Environment Solutions and the Union agree to the transition to "Calendar Year" for the administration of Article 26 - General Illness.
 - (b) Sub-clause 26.09 (a) shall remain in effect until December 31, 2015.

ARTICLE 27

PROOF OF ILLNESS

- 27.01 To obtain illness leave benefits as described in Article 25 the Employer may require that an Employee provide a proper medical certificate or other satisfactory proof of illness. The Employer may also require the Employee to provide satisfactory proof of attendance at a medical, dental, physiotherapy, optical, or such other appointment when time off from work is granted to attend such appointments. Where an Employee is required, pursuant to this Clause, to provide a medical certificate or proof of attendance at an appointment, he shall be advised prior to his return to work.

- 27.02 To obtain illness leave benefits as described in Article 26 the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.
- 27.03 (a) The Employer may require that an Employee be examined by a Medical Board:
- (i) in the case of prolonged or frequent absence due to illness; or
 - (ii) where there is indication of apparent misuse of illness leave; or
 - (iii) when it is considered that an Employee is unable to satisfactorily perform his 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 Employer is responsible for the direct medical costs associated with the examination provided for in Sub-clause 27.03(a).
- 27.04 Pursuant to Clause 27.03, 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 Employer. A copy of the report of the Medical Board shall be sent to the Employee's physician.
- 27.05 The Employer 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 26.01 and 26.02 the examination or interview shall be at the Employer's expense and on the Employer's time.
- 27.06 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.
- 27.07 The Parties agree that Casual and General Illness benefits as provided in Articles 25 and 26 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 28

LONG TERM DISABILITY (LTD)

- 28.01 The eligibility of an Employee to participate in the Employer's Long Term Disability (LTD) Plan is subject to Article 3 and all eligible Employees shall be covered in accordance with the provisions of the Plan.
- 28.02 The Employer shall pay one hundred percent (100%) of the monthly premium costs for Long Term Disability benefits.

- 28.03 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 26.01 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.
- 28.04 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 28.05, of not less than seventy percent (70%) of his monthly salary received or which he is entitled to receive as an AI -EES Employee at the commencement of the LTD benefits pursuant to Clause 28.03, up to a maximum benefit of \$8000.00 per month or, in the case of a non-evidence limit, up to a maximum benefit of \$6,000.00 per month.
- 28.05 The monthly LTD benefit amount to which an Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan and the Quebec Pension Plan;
 - (b) the amount of Workers' Compensation entitlement;
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer;
 - (d) Vacation Leave pay;
 - (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause 28.06;
 - (f) any benefits awarded by a Crimes Compensation Board.
- 28.06 An Employee who, after qualifying for LTD benefits, returns to work on an approved rehabilitation program or obtains gainful employment, and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause 28.03 (pre-disability salary), shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary. Where the combination of reduced LTD benefits and income received is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary. Payments made pursuant to this 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.
- 28.07 An Employee who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in AI – EES's Employees' Group Blue Flex Benefit Plan, AI – EES's Group Dental Plan, and AI – EES's Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employee premium contributions, if applicable, shall continue.

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

ARTICLE 29

BLUE FLEX BENEFIT PLAN

- 29.01 Subject to Article 3, the Employer shall pay 100% of the monthly premium cost of the AI - EES Employees' Group Blue Flex Benefit Plan Health Benefits, Blue Flex Benefit Plan Prescription Drugs and Blue Flex Benefit Plan for Out of Province Emergency Travel Plan for participating Employees.
- 29.02 Employees shall participate in the Blue Flex Benefit Plan group benefit plans for Alberta Innovates – Energy and Environment Solutions Employees in the Bargaining Unit in accordance with the terms and conditions contained in the Agreement Establishing the Alberta Innovates – Energy and Environment Solutions Employees’ Blue Flex Benefits Plan Health Benefits 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 Blue Flex Benefit Plan Health Benefits, the Blue Flex Benefit Plan Prescription Drugs and Blue Flex Benefit Plan for Out of Province Emergency Travel Plan 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.
- 29.03 The Blue Flex Benefit Plan Dental Benefits will be totally funded by the Employer for participating employees.
- 29.04 Employees shall participate in the Blue Flex Benefit Plan Dental Benefits for Alberta Innovates – Energy and Environment Solutions. Differences respecting any matters related to the administration and application of the Blue Flex Benefit Plan Dental Benefits are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of the Dental Benefits.
- 29.05 Employees shall participate in the Blue Flex Benefit Plan Vision Care for Alberta Innovates – Energy and Environment Solutions.
- The Employer shall pay one-half (1/2) and the Employee shall pay one-half (1/2) of the monthly premium costs where an Employee is covered for the insurance pursuant to Blue Flex Benefit Plan Vision Care.

ARTICLE 30

INSURANCE

- 30.01 Blue Flex Benefit Plan Basic Group Life Insurance Benefit and Basic Accidental Death and Dismemberment Benefit.
- (a) The eligibility of Employees to participate in the Blue Flex Benefit Plan Basic Group Life Insurance Benefit and Blue Flex Benefit Plan Basic Accidental Death and Dismemberment Benefit is subject to Article 3, and participation is a condition of employment for all eligible Employees who commenced employment on or after January 1, 2011.
- (b) The amount of Blue Flex Benefit Plan Basic Group Life Insurance Benefit for an eligible Employee is equivalent to either:

- (i) 3.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$650,000 or, in the case of a non-evidence limit up to a maximum amount of insurance of \$350,000; or
 - (ii) On the 1st of the month following the employee's 65th birthday coverage reduces to 50% and terminates the earlier on retirement or age 70.
- (c) Each Employee insured for Blue Flex Benefit Plan Basic 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 Blue Flex Benefit Plan Basic Group Life Insurance.
- (d) The Employer shall pay one hundred percent 100% of the monthly premium costs for the Blue Flex Benefit Plan Basic Group Life Insurance Benefit and Blue Flex Benefit Plan Basic Accidental Death and Dismemberment Benefit, where an Employee is covered for the insurance pursuant to Sub-clauses (b) and (c) above.
- (e) (i) The Employer shall administer a policy of Blue Flex Benefit Plan Optional Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage, subject to evidence of insurability.
- (ii) The Employer shall administer a policy of Blue Flex Benefit Plan Optional Accidental Death and Dismemberment Benefit and the entire premium shall be paid by each eligible Employee opting for such coverage, subject to evidence of insurability.
- (iii) The Employer shall administer a policy of Blue Flex Benefit Plan Dependent Life Insurance Benefit and the entire premium shall be paid by each eligible Employee opting for such coverage.
- (f) All insurance coverage specified under Clause 30.01 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 intendment. Differences respecting any matters related to the administration and application of the Blue Flex Benefit Plan 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.

30.02

Accidental Death and Dismemberment Insurance for Employees not insured under Clause 30.01:

- (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 30.01, that provides insurance coverage up to a maximum principal sum of \$650,000.00, or in the case of a non-evidence limit up to a maximum principal sum of \$350,000.00, 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.

30.03 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 31

PAID HOLIDAYS

31.01 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)

31.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 31.01, the first Monday in August shall be observed as such holiday.

31.03 When a day designated as a holiday under Clause 31.01 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.

31.04 When a day designated as a holiday under Clause 31.01 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.

31.05 When an Employee works on one of the holidays listed in Clause 31.01, 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.

31.06 When a day off in lieu is granted under Sub-clause 31.05(b) an Employee 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.

31.07 When an Employee is called back to work on a paid holiday, he shall be compensated in accordance with the provisions of Article 18 and Clause 31.05 does not apply.

31.08 Authorized travel on Corporation business on a paid holiday shall be compensated at straight time pay or equivalent time off.

ARTICLE 32

CHRISTMAS CLOSURE

32.01 It is understood that Christmas Closure will result in closure of Alberta Innovates - Energy and Environment Solutions offices as outlined below:

- (a) When Christmas Day falls on a Sunday, the Christmas closure will occur on December 29 and 30;
- (b) When Christmas Day falls on a Monday, the Christmas closure will occur on December 28 and 29;
- (c) When Christmas Day falls on a Tuesday, the Christmas closure will occur on December 27, 28 and 31;
- (d) When Christmas Day falls on a Wednesday, the Christmas closure will occur on December 24, 30 and 31;
- (e) When Christmas Day falls on a Thursday, the Christmas closure will occur on December 29, 30 and 31;
- (f) When Christmas Day falls on a Friday, the Christmas closure will occur on December 29, 30 and 31;
- (g) When Christmas Day falls on a Saturday, the Christmas closure will occur on December 29, 30 and 31.

32.02 Christmas Closure days are not to be treated as vacation or paid holiday days. Employees are required to take the number of days allotted to them as per Clause 32.01.

32.03 When an Employee is required to work on one of the paid days off as listed in Clause 32.01, the paid days off or required period of time worked shall be taken at the Employee's discretion by the end of the next calendar year, subject to operational requirements.

32.04 This Article shall come into effect on the date of ratification.

ARTICLE 33

ANNUAL VACATION LEAVE

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

33.02 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 five (5) years' service as of December 31st, shall in the subsequent year(s) receive twenty (20) work days' vacation.

- (c) An Employee who has completed thirteen (13) 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-one (21) 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.
- 33.03 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 33.11.
- 33.04 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.
- 33.05 An Employee shall earn vacation leave pursuant to Clause 33.02 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.
- 33.06 Vacation leave may be taken in one continuous period or in separate periods.
- 33.07
- (a) Except as is otherwise provided herein vacation leave in respect of each year of service shall be taken:
 - (i) within sixteen (16) months after the end of that year; and
 - (ii) at such time or times as may be approved by the Employer.
 - (b) If the exigencies of his duties prevent an Employee from taking his vacation leave or part thereof within the sixteen (16) month period specified by 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 Employer 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.
- 33.08 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.
- 33.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 33.10 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 12.06 shall apply.
- 33.11 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.
- 33.12 The Employer shall, subject to its operational requirements, 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 34

SPECIAL LEAVE

- 34.01 An Employee who requires time off from work may be granted special leave without loss of pay upon approval by a senior official at his work place. The maximum leave available under this article is 10 days in a calendar year, except where approval is obtained from the Chief Executive Officer for additional bereavement leave as described in Clause 34.03. The circumstances under which special leave may be approved are subject to Clause 34.02 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) personal days - up to three (3) days.

- 34.02 For purposes of determining eligibility for special leave under Clause 34.01, 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, or spouse's parents or benefit partner's parents. 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 spouse or benefit partner of any of them, 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) personal days shall apply to conditions that require an Employee to be away from work for personal reasons.

34.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave 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 Chief Executive Officer when ten (10) days special leave has already been utilized within a calendar year.

ARTICLE 35

MILITARY LEAVE

- 35.01 The Employer may grant military leave to an Employee:
- (a) where his services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency;
 - (b) where during a national emergency he volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or
 - (c) where he volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.
- 35.02 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.
- 35.03 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

- 35.04 When an Employee has been granted military leave in accordance with Sub-clause 35.01(c) or Clause 35.03, and that Employee produces a letter from National Defence Headquarters to the Employer, stating the amount paid by the Department of National Defence to such Employee, that Employee shall receive his full rate of pay from the Employer, less the amount he received from the Department of National Defence.

ARTICLE 36

ADOPTION/PARENTAL LEAVE

- 36.01 An Employee who has completed one (1) year of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to 37 consecutive weeks within 52 weeks of the child being placed with the adoptive parent for the purposes of adoption. The Employee shall furnish proof of adoption and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- 36.02 A male Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 37 consecutive weeks within 52 weeks after his child's birth. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.
- 36.03 An Employee granted leave without pay pursuant to Clauses 36.01 or 36.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks' notice in writing of their intention to return to work.
- 36.04 An Employee who at the commencement of Adoption/Parental Leave is participating in the Blue Flex Benefit Plan Health Benefits, the Blue Flex Benefit Plan Dental Benefits, the Blue Flex Benefit Plan Vision Care, the Blue Flex Benefit Plan Basic Group Life Insurance Benefit, the Blue Flex Benefit Plan Basic Accidental and Dismemberment Benefit, the Blue Flex Benefit Plan Optional Life Insurance, and the Blue Flex Benefit Plan Optional Accidental Death and Dismemberment Benefit 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.
- 36.05 The full entitlement to maternity and parental leave for pregnant employees is provided under Article 37 and not under this Article.

ARTICLE 37

MATERNITY LEAVE

- 37.01 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.
- 37.02 An Employee who has completed one (1) year of continuous service before commencing leave shall be granted up to 52 weeks of maternity leave without pay which includes parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to her expected date of delivery, but in any case shall give the Employer at least two (2) weeks' notice in writing of the date on which she intends to commence leave.

- 37.03 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.
- 37.04 An Employee granted leave without pay pursuant to Clause 37.02 shall, upon return to work, be returned to their former position or be placed in another comparable position at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks' notice in writing of their intention to return to work.
- 37.05 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 25, 26 and 28 of this Agreement up to the date that was originally requested by the Employee to commence maternity leave or the date of delivery whichever comes first.
- 37.06 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B) covering the period she has provided medical evidence from her physician which satisfies the Employer she remains medically unable to do her job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first. An Employee must apply and when approved, submit to the Employer, proof of receipt of Unemployment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Clauses 36.02 and 36.03. An Employee who is eligible for S.E.B. plan shall not be eligible for illness leave benefits pursuant to Articles 25, 26 and 28.
- 37.07 Notwithstanding any other provisions in this Article, if during the ten (10) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, the Employer may, by notice in writing to the Employer, require that she proceed on maternity leave.
- 37.08 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 33.
- 37.09 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.

37.10 An Employee who at the commencement of Maternity Leave is participating in the Blue Flex Benefit Plan Health Benefits, the Blue Flex Benefit Plan Dental Benefits, the Blue Flex Benefit Plan Vision Care, the Blue Flex Benefit Plan Basic Group Life Insurance Benefit, the Blue Flex Benefit Plan Basic Accidental and Dismemberment Benefit, the Blue Flex Benefit Plan Optional Life Insurance, and the Blue Flex Benefit Plan Optional Accidental Death and Dismemberment Benefit 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 38

COURT LEAVE

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

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

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

ARTICLE 39

EMPLOYMENT INSURANCE PREMIUM REDUCTION

39.01 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.

39.02 The premium reduction referred to in Clause 39.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 40

SAFETY AND HEALTH

40.01 The Employer and the Union agree to participate in the Alberta Innovates – Energy and Environment Solutions 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.

40.02 The success of the Alberta Innovates – Energy and Environment Solutions Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Safety Program or the operation of this Article, the matter shall be referred to the Joint Occupational Health and Safety Committee for resolution and not by way of the grievance procedure.

- 40.03 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.
- 40.04 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.
- 40.05 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.
- 40.06 The Employer shall provide the Union, through its representatives on the Joint 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 41

RATES OF PAY

- 41.01 Employees shall be paid for work performed at rates of pay as specified in the appropriate Salary Schedules of this Collective Agreement.

ARTICLE 42

LEAVE WITHOUT PAY

- 42.01 An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employer the leave without pay shall be granted.
- 42.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 42.03 An Employee who at the commencement of a Leave Without Pay is participating in the Blue Flex Benefit Plan Health Benefits, the Blue Flex Benefit Plan Dental Benefits, the Blue Flex Benefit Plan Vision Care, the Blue Flex Benefit Plan Basic Group Life Insurance Benefit, the Blue Flex Benefit Plan Basic Accidental and Dismemberment Benefit, the Blue Flex Benefit Plan Optional Life Insurance, and the Blue Flex Benefit Plan Optional Accidental Death and Dismemberment Benefit 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 if applicable shall continue.

ARTICLE 43

TERM AND EFFECTIVE DATE

- 43.01 This Agreement shall be effective from the beginning of the month following the date of signing until August 31, 2017, and shall remain in effect thereafter until a replacement agreement is established under the Public Service Employee Relations Act. However, regular rates of pay as outlined in Schedules "B" and "D" shall be effective from the dates set out in the Schedules.

ARTICLE 44

PRINTING OF AGREEMENTS

- 44.01 The Union agrees to pay the cost of printing sufficient copies to provide each present and new Employee with one copy of the Collective Agreement.

SCHEDULE "A"
ASSIGNMENT OF CLASSES TO PAY GRADES IN SCHEDULE "B"
EFFECTIVE SEPTEMBER 1, 2013

<u>Class No.</u>	<u>Class Title</u>		<u>Pay Grade</u>
011AS	Administrative Support 1	(36 1/4 hours)	12
		(40 hours)	18
012AS	Administrative Support 2	(36 1/4 hours)	16
		(40 hours)	22
013AS	Administrative Support 3	(36 1/4 hours)	22
		(40 hours)	28
014AS	Administrative Support 4	(36 1/4 hours)	28
		(40 hours)	34
015AS	Administrative Support 5	(36 1/4 hours)	33
		(40 hours)	39
016AS	Administrative Support 6	(36 1/4 hours)	38
		(40 hours)	44

SCHEDULE "B"
ADMINISTRATIVE SUPPORT SALARY GRID
EFFECTIVE SEPTEMBER 1, 2013

Salary Periods

GRADE	1	2	3	4	5	6	7
12	32,352	33,180	34,200	35,244	36,336	37,512	38,748
	2,696	2,765	2,850	2,937	3,028	3,126	3,229
13	32,796	33,780	34,812	35,940	37,056	38,208	39,456
	2,733	2,815	2,901	2,995	3,088	3,184	3,288
14	33,180	34,200	35,244	36,336	37,512	38,748	39,984
	2,765	2,850	2,937	3,028	3,126	3,229	3,332
15	33,780	34,812	35,940	37,056	38,208	39,456	40,812
	2,815	2,901	2,995	3,088	3,184	3,288	3,401
16	34,200	35,244	36,336	37,512	38,748	39,984	41,292
	2,850	2,937	3,028	3,126	3,229	3,332	3,441
17	34,812	35,940	37,056	38,208	39,456	40,812	42,108
	2,901	2,995	3,088	3,184	3,288	3,401	3,509
18	35,244	36,336	37,512	38,748	39,984	41,292	42,636
	2,937	3,028	3,126	3,229	3,332	3,441	3,553
19	35,940	37,056	38,208	39,456	40,812	42,108	43,536
	2,995	3,088	3,184	3,288	3,401	3,509	3,628
20	36,336	37,512	38,748	39,984	41,292	42,636	44,136
	3,028	3,126	3,229	3,332	3,441	3,553	3,678
21	37,056	38,208	39,456	40,812	42,108	43,536	45,000
	3,088	3,184	3,288	3,401	3,509	3,628	3,750
22	37,512	38,748	39,984	41,292	42,636	44,136	45,648
	3,126	3,229	3,332	3,441	3,553	3,678	3,804
23	38,208	39,456	40,812	42,108	43,536	45,000	46,452
	3,184	3,288	3,401	3,509	3,628	3,750	3,871
24	38,748	39,984	41,292	42,636	44,136	45,648	47,184
	3,229	3,332	3,441	3,553	3,678	3,804	3,932
25	39,456	40,812	42,108	43,536	45,000	46,452	48,096
	3,288	3,401	3,509	3,628	3,750	3,871	4,008
26	39,948	41,292	42,636	44,136	45,648	47,184	48,768
	3,332	3,441	3,553	3,678	3,804	3,932	4,064
27	40,812	42,108	43,536	45,000	46,452	48,096	49,680
	3,401	3,509	3,628	3,750	3,871	4,008	4,140
28	41,292	42,636	44,136	45,648	47,184	48,768	50,460
	3,441	3,553	3,678	3,804	3,932	4,064	4,205

Salary Periods

GRADE	1	2	3	4	5	6	7
29	42,108	43,536	45,000	46,452	48,096	49,680	51,420
	3,509	3,628	3,750	3,871	4,008	4,140	4,285
30	42,636	44,136	45,648	47,184	48,768	50,460	52,176
	3,553	3,678	3,804	3,932	4,064	4,205	4,348
31	43,536	45,000	46,452	48,096	49,680	51,420	53,208
	3,628	3,750	3,871	4,008	4,140	4,285	4,434
32	44,136	45,648	47,184	48,768	50,460	52,176	54,060
	3,678	3,804	3,932	4,064	4,205	4,348	4,505
33	45,000	46,452	48,096	49,680	51,420	53,208	55,104
	3,750	3,871	4,008	4,140	4,285	4,434	4,592
34	45,648	47,184	48,768	50,460	52,176	54,060	55,968
	3,804	3,932	4,064	4,205	4,348	4,505	4,664
35	46,452	48,096	49,680	51,420	53,208	55,104	57,012
	3,871	4,008	4,140	4,285	4,434	4,592	4,751
36	47,184	48,768	50,460	52,176	54,060	55,968	57,900
	3,932	4,064	4,205	4,348	4,505	4,664	4,825
37	48,096	49,680	51,420	53,208	55,104	57,012	58,992
	4,008	4,140	4,285	4,434	4,592	4,751	4,916
38	48,768	50,460	52,176	54,060	55,968	57,900	59,964
	4,064	4,205	4,348	4,505	4,664	4,825	4,997
39	49,680	51,420	53,208	55,104	57,012	58,992	61,140
	4,140	4,285	4,434	4,592	4,751	4,916	5,095
40	50,460	52,176	54,060	55,968	57,900	59,964	62,112
	4,205	4,348	4,505	4,664	4,825	4,997	5,176
41	51,420	53,208	55,104	57,012	58,992	61,140	63,324
	4,285	4,434	4,592	4,751	4,916	5,095	5,277
42	52,176	54,060	55,968	57,900	59,964	62,112	64,272
	4,348	4,505	4,664	4,825	4,997	5,176	5,356
43	53,208	55,104	57,012	58,992	61,140	63,324	65,556
	4,434	4,592	4,751	4,916	5,095	5,277	5,463
44	54,060	55,968	57,900	59,964	62,112	64,272	66,696
	4,505	4,664	4,825	4,997	5,176	5,356	5,558

SCHEDULE "B"
ADMINISTRATIVE SUPPORT SALARY GRID
EFFECTIVE SEPTEMBER 1, 2014

Salary Periods

GRADE	1	2	3	4	5	6	7
12	33,000	33,840	34,884	35,952	37,068	38,268	39,528
	2,750	2,820	2,907	2,996	3,089	3,189	3,294
13	33,456	34,452	35,508	36,660	37,800	38,976	40,248
	2,788	2,871	2,959	3,055	3,150	3,248	3,354
14	33,840	34,884	35,952	37,068	38,268	39,528	40,788
	2,820	2,907	2,996	3,089	3,189	3,294	3,399
15	34,452	35,508	36,660	37,800	38,976	40,248	41,628
	2,871	2,959	3,055	3,150	3,248	3,354	3,469
16	34,884	35,952	37,068	38,268	39,528	40,788	42,120
	2,907	2,996	3,089	3,189	3,294	3,399	3,510
17	35,508	36,660	37,800	38,976	40,248	41,628	42,948
	2,959	3,055	3,150	3,248	3,354	3,469	3,579
18	35,952	37,068	38,268	39,528	40,788	42,120	43,488
	2,996	3,089	3,189	3,294	3,399	3,510	3,624
19	36,660	37,800	38,976	40,248	41,628	42,948	44,412
	3,055	3,150	3,248	3,354	3,469	3,579	3,701
20	37,068	38,268	39,528	40,788	42,120	43,488	45,024
	3,089	3,189	3,294	3,399	3,510	3,624	3,752
21	37,800	38,976	40,248	41,628	42,948	44,412	45,900
	3,150	3,248	3,354	3,469	3,579	3,701	3,825
22	38,268	39,528	40,788	42,120	43,488	45,024	46,560
	3,189	3,294	3,399	3,510	3,624	3,752	3,880
23	38,976	40,248	41,628	42,948	44,412	45,900	47,376
	3,248	3,354	3,469	3,579	3,701	3,825	3,948
24	39,528	40,788	42,120	43,488	45,024	46,560	48,132
	3,294	3,399	3,510	3,624	3,752	3,880	4,011
25	40,248	41,628	42,948	44,412	45,900	47,376	49,056
	3,354	3,469	3,579	3,701	3,825	3,948	4,088
26	40,788	42,120	43,488	45,024	46,560	48,132	49,740
	3,399	3,510	3,624	3,752	3,880	4,011	4,145
27	41,628	42,948	44,412	45,900	47,376	49,056	50,676
	3,469	3,579	3,701	3,825	3,948	4,088	4,223
28	42,120	43,488	45,024	46,560	48,132	49,740	51,468
	3,510	3,624	3,752	3,880	4,011	4,145	4,289

Salary Periods

GRADE	1	2	3	4	5	6	7
29	42,948	44,412	45,900	47,376	49,056	50,676	52,452
	3,579	3,701	3,825	3,948	4,088	4,223	4,371
30	43,488	45,024	46,560	48,132	49,740	51,468	53,220
	3,624	3,752	3,880	4,011	4,145	4,289	4,435
31	44,412	45,900	47,376	49,056	50,676	52,452	54,276
	3,701	3,825	3,948	4,088	4,223	4,371	4,523
32	45,024	46,560	48,132	49,740	51,468	53,220	55,140
	3,752	3,880	4,011	4,145	4,289	4,435	4,595
33	45,900	47,376	49,056	50,676	52,452	54,276	56,208
	3,825	3,948	4,088	4,223	4,371	4,523	4,684
34	46,560	48,132	49,740	51,468	53,220	55,140	57,084
	3,880	4,011	4,145	4,289	4,435	4,595	4,757
35	47,376	49,056	50,676	52,452	54,276	56,208	58,152
	3,948	4,088	4,223	4,371	4,523	4,684	4,846
36	48,132	49,740	51,468	53,220	55,140	57,084	59,064
	4,011	4,145	4,289	4,435	4,595	4,757	4,922
37	49,056	50,676	52,452	54,276	56,208	58,152	60,168
	4,088	4,223	4,371	4,523	4,684	4,846	5,014
38	49,740	51,468	53,220	55,140	57,084	59,064	61,164
	4,145	4,289	4,435	4,595	4,757	4,922	5,097
39	50,676	52,452	54,276	56,208	58,152	60,168	62,364
	4,223	4,371	4,523	4,684	4,846	5,014	5,197
40	51,468	53,220	55,140	57,084	59,064	61,164	63,360
	4,289	4,435	4,595	4,757	4,922	5,097	5,280
41	52,452	54,276	56,208	58,152	60,168	62,364	64,596
	4,371	4,523	4,684	4,846	5,014	5,197	5,383
42	53,220	55,140	57,084	59,064	61,164	63,360	65,556
	4,435	4,595	4,757	4,922	5,097	5,280	5,463
43	54,276	56,208	58,152	60,168	62,364	64,596	66,864
	4,523	4,684	4,846	5,014	5,197	5,383	5,572
44	55,140	57,084	59,064	61,164	63,360	65,556	68,028
	4,595	4,757	4,922	5,097	5,280	5,463	5,669

SCHEDULE "B"
ADMINISTRATIVE SUPPORT SALARY GRID
EFFECTIVE SEPTEMBER 1, 2015

Salary Periods

GRADE	1	2	3	4	5	6	7
12	33,744	34,596	35,664	36,756	37,908	39,132	40,416
	2,812	2,883	2,972	3,063	3,159	3,261	3,368
13	34,212	35,232	36,312	37,488	38,652	39,852	41,148
	2,851	2,936	3,026	3,124	3,221	3,321	3,429
14	34,596	35,664	36,756	37,908	39,132	40,416	41,700
	2,883	2,972	3,063	3,159	3,261	3,368	3,475
15	35,232	36,312	37,488	38,652	39,852	41,148	42,564
	2,936	3,026	3,124	3,221	3,321	3,429	3,547
16	35,664	36,756	37,908	39,132	40,416	41,700	43,068
	2,972	3,063	3,159	3,261	3,368	3,475	3,589
17	36,312	37,488	38,652	39,852	41,148	42,564	43,920
	3,026	3,124	3,221	3,321	3,429	3,547	3,660
18	36,756	37,908	39,132	40,416	41,700	43,068	44,472
	3,063	3,159	3,261	3,368	3,475	3,589	3,706
19	37,488	38,652	39,852	41,148	42,564	43,920	45,408
	3,124	3,221	3,321	3,429	3,547	3,660	3,784
20	37,908	39,132	40,416	41,700	43,068	44,472	46,032
	3,159	3,261	3,368	3,475	3,589	3,706	3,836
21	38,652	39,852	41,148	42,564	43,920	45,408	46,932
	3,221	3,321	3,429	3,547	3,660	3,784	3,911
22	39,132	40,416	41,700	43,068	44,472	46,032	47,604
	3,261	3,368	3,475	3,589	3,706	3,836	3,967
23	39,852	41,148	42,564	43,920	45,408	46,932	48,444
	3,321	3,429	3,547	3,660	3,784	3,911	4,037
24	40,416	41,700	43,068	44,472	46,032	47,604	49,212
	3,368	3,475	3,589	3,706	3,836	3,967	4,101
25	41,148	42,564	43,920	45,408	46,932	48,444	50,160
	3,429	3,547	3,660	3,784	3,911	4,037	4,180
26	41,700	43,068	44,472	46,032	47,604	49,212	50,856
	3,475	3,589	3,706	3,836	3,967	4,101	4,238
27	42,564	43,920	45,408	46,932	48,444	50,160	51,816
	3,547	3,660	3,784	3,911	4,037	4,180	4,318
28	43,068	44,472	46,032	47,604	49,212	50,856	52,632
	3,589	3,706	3,836	3,967	4,101	4,238	4,386

Salary Periods

GRADE	1	2	3	4	5	6	7
29	43,920	45,408	46,932	48,444	50,160	51,816	53,628
	3,660	3,784	3,911	4,037	4,180	4,318	4,469
30	44,472	46,032	47,604	49,212	50,856	52,632	54,420
	3,706	3,836	3,967	4,101	4,238	4,386	4,535
31	45,408	46,932	48,444	50,160	51,816	53,628	55,500
	3,784	3,911	4,037	4,180	4,318	4,469	4,625
32	46,032	47,604	49,212	50,856	52,632	54,420	56,376
	3,836	3,967	4,101	4,238	4,386	4,535	4,698
33	46,932	48,444	50,160	51,816	53,628	55,500	57,468
	3,911	4,037	4,180	4,318	4,469	4,625	4,789
34	47,604	49,212	50,856	52,632	54,420	56,376	58,368
	3,967	4,101	4,238	4,386	4,535	4,698	4,864
35	48,444	50,160	51,816	53,628	55,500	57,468	59,460
	4,037	4,180	4,318	4,469	4,625	4,789	4,955
36	49,212	50,856	52,632	54,420	56,376	58,368	60,396
	4,101	4,238	4,386	4,535	4,698	4,864	5,033
37	50,160	51,816	53,628	55,500	57,468	59,460	61,524
	4,180	4,318	4,469	4,625	4,789	4,955	5,127
38	50,856	52,632	54,420	56,376	58,368	60,396	62,544
	4,238	4,386	4,535	4,698	4,864	5,033	5,212
39	51,816	53,628	55,500	57,468	59,460	61,524	63,768
	4,318	4,469	4,625	4,789	4,955	5,127	5,314
40	52,632	54,420	56,376	58,368	60,396	62,544	64,788
	4,386	4,535	4,698	4,864	5,033	5,212	5,399
41	53,628	55,500	57,468	59,460	61,524	63,768	66,048
	4,469	4,625	4,789	4,955	5,127	5,314	5,504
42	54,420	56,376	58,368	60,396	62,544	64,788	67,032
	4,535	4,698	4,864	5,033	5,212	5,399	5,586
43	55,500	57,468	59,460	61,524	63,768	66,048	68,364
	4,625	4,789	4,955	5,127	5,314	5,504	5,697
44	56,376	58,368	60,396	62,544	64,788	67,032	69,564
	4,698	4,864	5,033	5,212	5,399	5,586	5,797

SCHEDULE "B"
ADMINISTRATIVE SUPPORT SALARY GRID
EFFECTIVE SEPTEMBER 1, 2016

Salary Periods

GRADE	1	2	3	4	5	6	7
12	34,584	35,460	36,552	37,680	38,856	40,116	41,424
	2,882	2,955	3,046	3,140	3,238	3,343	3,452
13	35,604	36,108	37,224	38,424	39,624	40,848	42,180
	2,922	3,009	3,102	3,202	3,302	3,404	3,515
14	35,460	36,552	37,680	38,856	40,116	41,424	42,744
	2,955	3,046	3,140	3,238	3,343	3,452	3,562
15	36,108	37,224	38,424	39,624	40,848	42,180	43,632
	3,009	3,102	3,202	3,302	3,404	3,515	3,636
16	36,552	37,680	38,856	40,116	41,424	42,744	44,148
	3,046	3,140	3,238	3,343	3,452	3,562	3,679
17	37,224	38,424	39,624	40,848	42,180	43,632	45,024
	3,102	3,202	3,302	3,404	3,515	3,636	3,752
18	37,680	38,856	40,116	41,424	42,744	44,148	45,588
	3,140	3,238	3,343	3,452	3,562	3,679	3,799
19	38,424	39,624	40,848	42,180	43,632	45,024	46,548
	3,202	3,302	3,404	3,515	3,636	3,752	3,879
20	38,856	40,116	41,424	42,744	44,148	45,588	47,184
	3,238	3,343	3,452	3,562	3,679	3,799	3,932
21	39,624	40,848	42,180	43,632	45,024	46,548	48,108
	3,302	3,404	3,515	3,636	3,752	3,879	4,009
22	40,116	41,424	42,744	44,148	45,588	47,184	48,792
	3,343	3,452	3,562	3,679	3,799	3,932	4,066
23	40,848	42,180	43,632	45,024	46,548	48,108	49,656
	3,404	3,515	3,636	3,752	3,879	4,009	4,138
24	41,424	42,744	44,148	45,588	47,184	48,792	50,448
	3,452	3,562	3,679	3,799	3,932	4,066	4,204
25	42,180	43,632	45,024	46,548	48,108	49,656	51,420
	3,515	3,636	3,752	3,879	4,009	4,138	4,285
26	42,744	44,148	45,588	47,184	48,792	50,448	52,128
	3,562	3,679	3,799	3,932	4,066	4,204	4,344
27	43,632	45,024	46,548	48,108	49,656	51,420	53,112
	3,636	3,752	3,879	4,009	4,138	4,285	4,426
28	44,148	45,588	47,184	48,792	50,448	52,128	53,952
	3,679	3,799	3,932	4,066	4,204	4,344	4,496

Salary Periods

GRADE	1	2	3	4	5	6	7
29	45,024	46,548	48,108	49,656	51,420	53,112	54,972
	3,752	3,879	4,009	4,138	4,285	4,426	4,581
30	45,588	47,184	48,792	50,448	52,128	53,952	55,776
	3,799	3,932	4,066	4,204	4,344	4,496	4,648
31	46,548	48,108	49,656	51,420	53,112	54,972	56,892
	3,879	4,009	4,138	4,285	4,426	4,581	4,741
32	47,184	48,792	50,448	52,128	53,952	55,776	57,780
	3,932	4,066	4,204	4,344	4,496	4,648	4,815
33	48,108	49,656	51,420	53,112	54,972	56,892	58,908
	4,009	4,138	4,285	4,426	4,581	4,741	4,909
34	48,792	50,448	52,128	53,952	55,776	57,780	59,832
	4,066	4,204	4,344	4,496	4,648	4,815	4,986
35	49,656	51,420	53,112	54,972	56,892	58,908	60,948
	4,138	4,285	4,426	4,581	4,741	4,909	5,079
36	50,448	52,128	53,952	55,776	57,780	59,832	61,908
	4,204	4,344	4,496	4,648	4,815	4,986	5,159
37	51,420	53,112	54,972	56,892	58,908	60,948	63,060
	4,285	4,426	4,581	4,741	4,909	5,079	5,255
38	52,128	53,952	55,776	57,780	59,832	61,908	64,104
	4,344	4,496	4,648	4,815	4,986	5,159	5,342
39	53,112	54,972	56,892	58,908	60,948	63,060	65,364
	4,426	4,581	4,741	4,909	5,079	5,255	5,447
40	53,952	55,776	57,780	59,832	61,908	64,104	66,408
	4,496	4,648	4,815	4,986	5,159	5,342	5,534
41	54,972	56,892	58,908	60,948	63,060	65,364	67,704
	4,581	4,741	4,909	5,079	5,255	5,447	5,642
42	55,776	57,780	59,832	61,908	64,104	66,408	68,592
	4,648	4,815	4,986	5,159	5,342	5,534	5,726
43	56,892	58,908	60,948	63,060	65,364	67,704	70,068
	4,741	4,909	5,079	5,255	5,447	5,642	5,839
44	57,780	59,832	61,908	64,104	66,408	68,592	71,304
	4,815	4,986	5,159	5,342	5,534	5,726	5,942

SCHEDULE "C"
ASSIGNMENT OF CLASSES TO PAY GRADES IN SCHEDULE "D"
EFFECTIVE SEPTEMBER 1, 2013

<u>Class Number</u>	<u>Classification</u>	<u>Pay Grade</u>
021PS	Program Support 1	57
022PS	Program Support 2	61
023PS	Program Support 3	67
024PS	Program Support 4	70
025PS	Program Support 5	73
021 FN	Finance 1	57
022FN	Finance 2	61
021AN	Administration 1	56
022AN	Administration 2	62

SCHEDULE "D"
PROGRAM SUPPORT, ADMINISTRATION AND FINANCE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2013

Salary Periods

GRADE	1	2	3	4	5	6	7
56	49,860	52,044	54,084	56,472	59,064	61,788	64,860
	4,155	4,337	4,507	4,706	4,922	5,149	5,405
57	50,928	52,908	55,164	57,792	60,444	63,192	66,204
	4,244	4,409	4,597	4,816	5,037	5,266	5,517
58	52,044	54,084	56,472	59,064	61,788	64,860	67,764
	4,337	4,507	4,706	4,922	5,149	5,405	5,647
59	52,908	55,164	57,792	60,444	63,192	66,204	69,216
	4,409	4,597	4,816	5,037	5,266	5,517	5,768
60	54,084	56,472	59,064	61,788	64,872	67,764	70,836
	4,507	4,706	4,922	5,149	5,406	5,647	5,903
61	55,164	57,792	60,444	63,192	66,204	69,216	72,360
	4,597	4,816	5,037	5,266	5,517	5,768	6,030
62	56,472	59,064	61,788	64,860	67,764	70,836	74,124
	4,706	4,922	5,149	5,405	5,647	5,903	6,177
63	57,792	60,444	63,192	66,204	69,216	72,720	75,636
	4,816	5,037	5,266	5,517	5,768	6,060	6,303
64	59,064	61,788	64,860	67,764	70,872	74,124	77,436
	4,922	5,149	5,405	5,647	5,906	6,177	6,453
65	60,444	63,192	66,204	69,216	72,600	75,636	79,140
	5,037	5,266	5,517	5,768	6,050	6,303	6,595
66	61,788	64,860	67,764	70,836	74,124	77,436	81,120
	5,149	5,405	5,647	5,903	6,177	6,453	6,760
67	63,192	66,204	69,216	72,360	75,636	79,140	82,884
	5,266	5,517	5,768	6,030	6,303	6,595	6,907
68	64,860	67,764	70,836	74,124	77,436	81,120	84,780
	5,405	5,647	5,903	6,177	6,453	6,760	7,065
69	66,204	69,216	72,360	75,636	79,140	82,884	86,652
	5,517	5,768	6,030	6,303	6,595	6,907	7,221
70	67,764	70,836	74,124	77,436	81,120	84,780	88,836
	5,647	5,903	6,177	6,453	6,760	7,065	7,403
71	69,216	72,360	75,636	79,140	82,884	86,652	90,900
	5,768	6,030	6,303	6,595	6,907	7,221	7,575
72	70,836	74,124	77,436	81,120	84,780	88,836	93,168
	5,903	6,177	6,453	6,760	7,065	7,403	7,764
73	72,360	75,636	79,140	82,884	86,652	90,900	95,340
	6,030	6,303	6,595	6,907	7,221	7,575	7,945

SCHEDULE "D"
PROGRAM SUPPORT, ADMINISTRATION AND FINANCE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2014

Salary Periods

GRADE	1	2	3	4	5	6	7
56	50,856	53,088	55,164	57,600	60,240	63,024	66,156
	4,238	4,424	4,597	4,800	5,020	5,252	5,513
57	51,948	53,964	56,268	58,944	61,656	64,452	67,524
	4,329	4,497	4,689	4,912	5,138	5,371	5,627
58	53,088	55,164	57,600	60,240	63,024	66,156	69,120
	4,424	4,597	4,800	5,020	5,252	5,513	5,760
59	53,964	56,268	58,944	61,656	64,452	67,524	70,596
	4,497	4,689	4,912	5,138	5,371	5,627	5,883
60	55,164	57,600	60,240	63,024	66,168	69,120	72,252
	4,597	4,800	5,020	5,252	5,514	5,760	6,021
61	56,268	58,944	61,656	64,452	67,524	70,596	73,812
	4,689	4,912	5,138	5,371	5,627	5,883	6,151
62	57,600	60,240	63,024	66,156	69,120	72,252	75,612
	4,800	5,020	5,252	5,513	5,760	6,021	6,301
63	58,944	61,656	64,452	67,524	70,596	74,172	77,148
	4,912	5,138	5,371	5,627	5,883	6,181	6,429
64	60,240	63,024	66,156	69,120	72,288	75,612	78,984
	5,020	5,252	5,513	5,760	6,024	6,301	6,582
65	61,656	64,452	67,524	70,596	74,052	77,148	80,724
	5,138	5,371	5,627	5,883	6,171	6,429	6,727
66	63,024	66,156	69,120	72,252	75,612	78,984	82,740
	5,252	5,513	5,760	6,021	6,301	6,582	6,895
67	64,452	67,524	70,596	73,812	77,148	80,724	84,540
	5,371	5,627	5,883	6,151	6,429	6,727	7,045
68	66,156	69,120	72,252	75,612	78,984	82,740	86,472
	5,513	5,760	6,021	6,301	6,582	6,895	7,206
69	67,524	70,596	73,812	77,148	80,724	84,540	88,380
	5,627	5,883	6,151	6,429	6,727	7,045	7,365
70	69,120	72,252	75,612	78,984	82,740	86,472	90,612
	5,760	6,021	6,301	6,582	6,895	7,206	7,551
71	70,596	73,812	77,148	80,724	84,540	88,380	92,724
	5,883	6,151	6,429	6,727	7,045	7,365	7,727

Salary Periods

GRADE	1	2	3	4	5	6	7
72	72,252	75,612	78,984	82,740	86,472	90,612	95,028
	6,021	6,301	6,582	6,895	7,206	7,551	7,919
73	73,812	77,148	80,724	84,540	88,380	92,724	97,248
	6,151	6,429	6,727	7,045	7,365	7,727	8,104

SCHEDULE "D"
PROGRAM SUPPORT, ADMINISTRATION AND FINANCE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2015

Salary Periods

GRADE	1	2	3	4	5	6	7
56	51,996	54,288	56,400	58,896	61,596	64,440	67,644
	4,333	4,524	4,700	4,908	5,133	5,370	5,637
57	53,112	55,176	57,540	60,276	63,048	65,904	69,048
	4,426	4,598	4,795	5,023	5,254	5,492	5,754
58	54,288	56,400	58,896	61,596	64,440	67,644	70,680
	4,524	4,700	4,908	5,133	5,370	5,637	5,890
59	55,176	57,540	60,276	63,048	65,904	69,048	72,180
	4,598	4,795	5,023	5,254	5,492	5,754	6,015
60	56,400	58,896	61,596	64,440	67,656	70,680	73,872
	4,700	4,908	5,133	5,370	5,638	5,890	6,156
61	57,540	60,276	63,048	65,904	69,048	72,180	75,468
	4,795	5,023	5,254	5,492	5,754	6,015	6,289
62	58,896	61,596	64,440	67,644	70,680	73,872	77,316
	4,908	5,133	5,370	5,637	5,890	6,156	6,443
63	60,276	63,048	65,904	69,048	72,180	75,840	78,888
	5,023	5,254	5,492	5,754	6,015	6,320	6,574
64	61,596	64,440	67,644	70,680	73,920	77,316	80,760
	5,133	5,370	5,637	5,890	6,160	6,443	6,730
65	63,048	65,904	69,048	72,180	75,720	78,888	82,536
	5,254	5,492	5,754	6,015	6,310	6,574	6,878
66	64,440	67,644	70,680	73,872	77,316	80,760	84,600
	5,370	5,637	5,890	6,156	6,443	6,730	7,050
67	65,904	69,048	72,180	75,468	78,888	82,536	86,448
	5,492	5,754	6,015	6,289	6,574	6,878	7,204
68	67,644	70,680	73,872	77,316	80,760	84,600	88,416
	5,637	5,890	6,156	6,443	6,730	7,050	7,368
69	69,048	72,180	75,468	78,888	82,536	86,448	90,372
	5,754	6,015	6,289	6,574	6,878	7,204	7,531
70	70,680	73,872	77,316	80,760	84,600	88,416	92,652
	5,890	6,156	6,443	6,730	7,050	7,368	7,721
71	72,180	75,468	78,888	82,536	86,448	90,372	94,812
	6,015	6,289	6,574	6,878	7,204	7,531	7,901
72	73,872	77,316	80,760	84,600	88,416	92,652	97,164
	6,156	6,443	6,730	7,050	7,368	7,721	8,097
73	75,468	78,888	82,536	86,448	90,372	94,812	99,432
	6,289	6,574	6,878	7,204	7,531	7,901	8,286

SCHEDULE "D"
PROGRAM SUPPORT, ADMINISTRATION AND FINANCE SALARY GRID
EFFECTIVE SEPTEMBER 1, 2016

Salary Periods

GRADE	1	2	3	4	5	6	7
56	53,292	55,644	57,816	60,372	63,132	66,048	69,336
	4,441	4,637	4,818	5,031	5,261	5,504	5,778
57	54,444	56,556	58,980	61,788	64,620	67,548	70,776
	4,537	4,713	4,915	5,149	5,385	5,629	5,898
58	55,644	57,816	60,372	63,132	66,048	69,336	72,444
	4,637	4,818	5,031	5,261	5,504	5,778	6,037
59	56,556	58,980	61,788	64,620	67,548	70,776	73,980
	4,713	4,915	5,149	5,385	5,629	5,898	6,165
60	57,816	60,372	63,132	66,048	69,336	72,444	75,720
	4,818	5,031	5,261	5,504	5,778	6,037	6,310
61	58,980	61,788	64,620	67,548	70,776	73,980	77,352
	4,915	5,149	5,385	5,629	5,898	6,165	6,446
62	60,372	63,132	66,048	69,336	72,444	75,720	79,248
	5,031	5,261	5,504	5,778	6,037	6,310	6,604
63	61,788	64,620	67,548	70,776	73,980	77,352	80,856
	5,149	5,385	5,629	5,898	6,165	6,446	6,738
64	63,132	66,048	69,336	72,444	75,720	79,248	82,776
	5,261	5,504	5,778	6,037	6,310	6,604	6,898
65	64,620	67,548	70,776	73,980	77,352	80,856	84,600
	5,385	5,629	5,898	6,165	6,446	6,738	7,050
66	66,048	69,336	72,444	75,720	79,248	82,776	86,712
	5,504	5,778	6,037	6,310	6,604	6,898	7,226
67	67,548	70,776	73,980	77,352	80,856	84,600	88,608
	5,629	5,898	6,165	6,446	6,738	7,050	7,384
68	69,336	72,444	75,720	79,248	82,776	86,712	90,624
	5,778	6,037	6,310	6,604	6,898	7,226	7,552
69	70,776	73,980	77,352	80,856	84,600	88,608	92,628
	5,898	6,165	6,446	6,738	7,050	7,384	7,719
70	72,444	75,720	79,248	82,776	86,712	90,624	94,968
	6,037	6,310	6,604	6,898	7,226	7,552	7,914
71	73,980	77,352	80,856	84,600	88,608	92,628	97,188
	6,165	6,446	6,738	7,050	7,384	7,719	8,099
72	75,720	79,248	82,776	86,712	90,624	94,968	99,588
	6,310	6,604	6,898	7,226	7,552	7,914	8,299
73	77,352	80,856	84,600	88,608	92,628	97,188	101,916
	6,446	6,738	7,050	7,384	7,719	8,099	8,493

Dated at Edmonton, Alberta this _____ day of _____, 2014

Witness

DR. EDDY ISAACS
Chief Executive Officer
Alberta Innovates – Energy and Environment
Solutions

Witness

GUY SMITH
President
Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #1

BETWEEN:

ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

RE: PAYOUT OF ANNUAL VACATION

The Parties agree:

1. Notwithstanding Clause 33.11 of the Collective 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 Chief Executive Officer 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 43 of the Collective Agreement.

Signed at Edmonton this ____ day of _____, 2014

Dr. Eddy Isaacs
Chief Executive Officer
Alberta Innovates - Energy and
Environment Solutions

Guy Smith
President
Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #2

BETWEEN:

ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

RE: HEALTH CARE SPENDING ACCOUNT

Whereas, Alberta Innovates – Energy and Environment Solutions provides a Health Care Spending Account (HCSA) in the amount of seven hundred and fifty dollars (\$750.00) for all employees eligible for health plan benefits in accordance with Article 3 (Application) and Article 29 (Blue Flex Benefit Plan) of this Collective Agreement, the Parties understand and agree as follows:

- (1) In each year on January 1, a sum of seven hundred and fifty dollars (\$750.00) shall be allocated by Alberta Innovates – Energy and Environment Solutions to an eligible employee's HCSA.
- (2) The Parties understand the HCSA shall be implemented and administered in accordance with the *Income Tax Act* and all applicable regulations and guidelines.
- (3) The HCSA year is from January 1 to December 31. Any unused allocation in an employee's HCSA at the end of the HCSA year will be carried forward to the next HCSA year. The unused allocation cannot be carried forward beyond one (1) HCSA year. Any unused funds after the second year are forfeited back to Alberta Innovates – Energy and Environment Solutions in accordance with the *Income Tax Act*. Outstanding expenses which exceed the annual HCSA allocation shall not be carried forward to the next HCSA year.
- (4) The HCSA 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*.
- (5) The Parties understand that the administration of the HCSA shall be subject to and governed by the terms and conditions of the applicable contract for services.

Signed at Edmonton this ____ day of _____, 2014

Dr. Eddy Isaacs
Chief Executive Officer
Alberta Innovates – Energy and
Environment Solutions

Guy Smith
President
Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #3
BETWEEN
ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES
RESPECTING
LUMP SUM PAYMENTS

LUMP SUM PAYMENTS:

1. Alberta Innovates - Energy and Environment Solutions (AI - EES) will pay a lump sum payment to a maximum of \$925.00 to an eligible employee active on staff as of February 28, 2014 in accordance with the Lump Sum Payment criteria contained within this Letter of Understanding.
2. AI - EES will pay a further lump sum payment to a maximum of \$925.00 to an eligible employee active on staff as of August 31, 2014 in accordance with the Lump Sum Payment criteria contained within this Letter of Understanding.

LUMP SUM PAYMENT CRITERIA

1. AI - EES will provide an eligible employee with a lump sum payment in accordance with the following criteria based on the employee's status as of February 28, 2014 for the first lump sum payment and based on the employee's status as of August 31, 2014 for the second lump sum payment.
2. To be eligible for consideration of the first lump sum payment, an employee must be active as of February 28, 2014.
3. To be eligible for consideration of the second lump sum payment, an employee must be active as of August 31, 2014.
4. Payment of the Lump Sum Payments by AI - EES is conditional upon ratification of the Tentative Collective Agreement. AI - EES will pay the first Lump Sum Payment to an eligible employee as soon as possible after the date of ratification.
5. An employee who was dismissed for just cause by the Employer is not eligible for lump sum payments.
6. Lump sum payments are not pensionable.
7. Union dues will not be deducted from lump sum payments.

Employment Category	March 1, 2014 Payment Eligibility	September 1, 2014 Payment Eligibility
Permanent and temporary service	\$925.00	\$925.00
Part-time permanent and temporary service	\$925.00 prorated by the percentage of time assigned (e.g., 60% time = \$555.00).	\$925.00 prorated by the percentage of time assigned (e.g., 60% time = \$555.00).
Casual service hired for full or part-time casual employment	Prorated based on the number of regular hours worked between September 1, 2013 and February 28, 2014.	Prorated based on the number of regular hours worked between March 1, 2014 and August 31, 2014.
Leaves		
General Illness Workers' Compensation Supplement	A salaried employee is eligible as per employment category above.	A salaried employee is eligible as per employment category above.
i) Long Term Disability ii) Workers' Compensation Board – Direct Benefits iii) Leave Without Pay iv) Maternity Leave v) Adoption/Parental Leave		If the leave commenced prior to September 1, 2013 the employee is not eligible for a lump sum payment. If the leave commenced on or after that date, an employee is eligible to receive a prorated amount of that particular lump sum payment based on the percentage (%) of time worked during the period September 1, 2013 to August 31, 2014 and in accordance with their category of employment.

FOR THE EMPLOYER

FOR THE UNION

Dr. Eddy Isaacs
Chief Executive Officer
Alberta Innovates – Energy and
Environment Solutions

Guy Smith
President
Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #4

BETWEEN:

ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS
(THE EMPLOYER)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(THE UNION)

RE: LEARNING AND WELLNESS ACCOUNT

Whereas, Alberta Innovates – Energy and Environment Solutions provides a Learning and Wellness Account in the amount of four hundred dollars (\$400.00) for all employees eligible for learning and wellness benefits in accordance with Employment Policies of the Employee Handbook, the Parties understand and agree as follows:

- (1) In each year on January 1, Alberta Innovates – Energy and Environment Solutions shall provide a sum of four hundred dollars (\$400.00) to an eligible employee for the purpose of such employee's learning and wellness.
- (2) The Parties understand that the Learning and Wellness Account shall be implemented and administered in accordance with Alberta Innovates - Energy and Environment Solutions Policies, Procedures and Guidelines.
- (3) The Learning and Wellness Account year is from January 1 to December 31. Any unused allocation in an employee's Learning and Wellness Account at the end of the Learning and Wellness Account year will be carried forward to the next Learning and Wellness Account year. The unused allocation cannot be carried forward beyond one (1) Learning and Wellness Account year. Any unused funds after the second year are forfeited back to Alberta Innovates – Energy and Environment Solutions in accordance with Alberta Innovates – Energy and Environment Solutions Policies, Procedures and Guidelines.
- (4) An eligible employee may utilize the Learning and Wellness Account for the purpose of supporting the development of competencies for career development and supporting a commitment to personal health and wellness.
- (5) The Parties understand that the administration of the Learning and Wellness Account shall be subject to and governed by the terms and conditions of the applicable contract for services.
- (6) This Letter of Understanding does not form part of the Collective Agreement and if concerns arise respecting the Learning and Wellness Account, they shall be addressed by representatives of the Parties and not by way of the Grievance Procedure.
- (7) This Letter of Understanding shall be effective the date of signing and shall remain in effect as provided for in Article 43, Term and Effective Date.

- (8) This Letter of Understanding may be cancelled at any time with the mutual agreement of the Parties.

Signed at Edmonton this ____ day of _____, 2014

Dr. Eddy Isaacs
Chief Executive Officer
Alberta Innovates – Energy and
Environment Solutions

Guy Smith
President
Alberta Union of Provincial Employees

LETTER OF COMMITMENT

BETWEEN

ALBERTA INNOVATES – ENERGY AND ENVIRONMENT SOLUTIONS (AI - EES)
AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Classification Process

Alberta Innovates – Energy and Environment Solutions is committed to developing a Classification Review Process for its employees. AI – EES commits to concluding the development of the Classification Review Process by December 31, 2014. AI – EES commits to including the Classification Review Process in the Employer’s “Employee Handbook” as part of Employment Policies.

Dr. Eddy Isaacs
Chief Executive Officer
Alberta Innovates – Energy and Environment Solutions