

SUBSIDIARY AGREEMENT #005

BETWEEN

**THE GOVERNMENT OF
THE PROVINCE OF ALBERTA**

AND

**THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

**REPRESENTING
NATURAL RESOURCES CONSERVATION SERVICES**

November 4, 2018

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ARTICLE 1 - PROBATIONARY PERIOD

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

ARTICLE 2 - HOURS OF WORK

- 2.01 Pursuant to Clauses 16.01 and 16.02 of the Master Agreement, the normal hours of work for Employees covered by this Agreement shall be thirty-six and one-quarter (36 1/4) hours per week.
- 2.02 The above will be worked over five (5) consecutive days at seven and one-quarter (7 1/4) hours per day, unless otherwise mutually agreed.
- 2.03 Notwithstanding Clause 2.02 above, Wage Employees may be required to work more than five (5) consecutive days as long as the equivalent of thirty-six and one-quarter (36 1/4) hours per week is worked on a monthly basis.
- 2.04 Notwithstanding the generality of the above, Clauses 2.01, 2.02 and 2.03 shall not apply to Employees covered by Article 6 of this Agreement.

ARTICLE 3 - OVERTIME

- 3.01 Pursuant to Article 17 of the Master Agreement, Employees covered by this Agreement will be compensated for authorized overtime hours worked.
- 3.02 Notwithstanding the generality of the above, Article 3 shall not apply to Employees covered by Article 6 of this Agreement.

ARTICLE 4 - PROTECTIVE CLOTHING

- 4.01 Where the Employer determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided and replaced upon approval by the Employer.
- 4.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*, the *Radiation Protection Act* and any regulations thereto.
- 4.03 Notwithstanding the generality of Clause 4.01 above, where the Employer determines that an Employee is required to wear boots or shoes as part of the dress uniform, the Employer shall not be required to provide or replace the boots or shoes. Where the Employer does not provide or replace the boots or shoes as part of the dress uniform, the Employee shall be entitled to an annual allowance of one hundred and twenty (\$120) dollars.
- 4.04 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of three hundred (\$300.00) dollars every two years.

ARTICLE 5 - MEDICAL EXAMINATIONS

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

ARTICLE 6 - APPLICATION OF MASTER AGREEMENT TO LOOKOUTS

- 6.01 Pursuant to Clause 3.01 of the Master Agreement, the following Articles of the Master Agreement shall not apply to Employees who are employed as a Lookout or Senior Lookout while assigned to a tower:

Article 16 - Hours of Work

Article 17 - Overtime

Article 18 - Shift Differential

Article 19 - Call Back Pay

Article 20 - Reporting Pay

Article 21 - Standby Pay

- 6.02 An Employee covered by Clause 6.01 above and while assigned to a tower shall receive in addition to regular pay one-seventh (1/7) of a day's pay for every full day worked on the tower. For the purposes of this provision, one day's pay shall be defined as the annual salary divided by two hundred and sixty-one (261). Additional salary earned under this section shall be payable at the normal pay periods.

- 6.03 Lookouts at the commencement of their fifth (5th) consecutive season shall be entitled to:

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

ARTICLE 7 - WILDERNESS CAMP ALLOWANCE

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

SALARY TREATMENT INFORMATION

The wage rates contained in the April 1, 2016 Salary Grids in all of the Subsidiary Agreements shall be maintained in accordance with the following:

Year 1 (April 1, 2017 to March 31, 2018) – No increase
Year 2 (April 1, 2018 to March 31, 2019) – No increase
Year 3 (April 1, 2019 to March 31, 2020) – Wage Re-opener

The Parties shall commence negotiations to reach agreement on the Wage Re-Opener on January 15, 2019.

The Parties agree that the only items open for negotiations shall be:

- (a) the general wage increase payable in Year 3 (April 1, 2019 to March 31, 2020) of the Collective Agreement, detailed in the Salary Grids in each Subsidiary Agreement; and
- (b) the Pay Grade adjustment for the Correctional Peace Officer III classification from grade 63 to 67.

This Wage Re-opener shall not be construed in any way as “opening the agreement” for negotiation on any other issues by either Party.

If the Parties have not been able to agree upon the items above, at any time after March 31, 2019, either Party may give written notice to the other Party of its desire to submit resolution of the item(s) to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the Parties from among the following arbitrators: David Philip Jones, Andrew C. L. Sims, Phyllis A. Smith or Lyle Kanee.

If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair from among the arbitrators named above.

The arbitration hearing shall be held by no later than June 30, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the *Public Service Employee Relations Act*.

**SCHEDULE “A”
ASSIGNMENT OF CLASSES TO PAY GRADES
EFFECTIVE APRIL 1, 2017**

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

SCHEDULE B
NATURAL RESOURCES CONSERVATION SERVICES – SALARY GRID (36 ¼ HOUR)*

Grade	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
33	\$1,424.62	\$19.64	\$1,468.08	\$20.24	\$1,516.12	\$20.91	\$1,567.25	\$21.61	\$1,623.46	\$22.39	\$1,676.62	\$23.12	\$1,733.88	\$23.91
34	\$1,446.08	\$19.94	\$1,493.63	\$20.60	\$1,541.68	\$21.26	\$1,595.36	\$22.00	\$1,650.55	\$22.76	\$1,706.79	\$23.54	\$1,765.56	\$24.35
35	\$1,468.08	\$20.24	\$1,516.12	\$20.91	\$1,567.25	\$21.61	\$1,623.46	\$22.39	\$1,676.62	\$23.12	\$1,733.88	\$23.91	\$1,796.25	\$24.77
36	\$1,493.63	\$20.60	\$1,541.68	\$21.26	\$1,595.36	\$22.00	\$1,650.55	\$22.76	\$1,706.79	\$23.54	\$1,765.56	\$24.35	\$1,828.44	\$25.21
37	\$1,516.12	\$20.91	\$1,567.25	\$21.61	\$1,623.46	\$22.39	\$1,676.62	\$23.12	\$1,733.88	\$23.91	\$1,796.25	\$24.77	\$1,860.64	\$25.66
38	\$1,541.68	\$21.26	\$1,595.36	\$22.00	\$1,650.55	\$22.76	\$1,706.79	\$23.54	\$1,765.56	\$24.35	\$1,828.44	\$25.21	\$1,894.38	\$26.12
39	\$1,567.25	\$21.61	\$1,623.46	\$22.39	\$1,676.62	\$23.12	\$1,733.88	\$23.91	\$1,796.25	\$24.77	\$1,860.64	\$25.66	\$1,928.63	\$26.60
40	\$1,595.36	\$22.00	\$1,650.55	\$22.76	\$1,706.79	\$23.54	\$1,765.56	\$24.35	\$1,828.44	\$25.21	\$1,894.38	\$26.12	\$1,966.98	\$27.13
41	\$1,623.46	\$22.39	\$1,676.62	\$23.12	\$1,733.88	\$23.91	\$1,796.25	\$24.77	\$1,860.64	\$25.66	\$1,928.63	\$26.60	\$1,997.12	\$27.54
42	\$1,650.55	\$22.76	\$1,706.79	\$23.54	\$1,765.56	\$24.35	\$1,828.44	\$25.21	\$1,894.38	\$26.12	\$1,966.98	\$27.13	\$2,032.39	\$28.03
43	\$1,676.62	\$23.12	\$1,733.88	\$23.91	\$1,796.25	\$24.77	\$1,860.64	\$25.66	\$1,928.63	\$26.60	\$1,997.12	\$27.54	\$2,069.20	\$28.54
44	\$1,706.79	\$23.54	\$1,765.56	\$24.35	\$1,828.44	\$25.21	\$1,894.38	\$26.12	\$1,966.98	\$27.13	\$2,032.39	\$28.03	\$2,107.55	\$29.06
45	\$1,733.88	\$23.91	\$1,796.25	\$24.77	\$1,860.64	\$25.66	\$1,928.63	\$26.60	\$1,997.12	\$27.54	\$2,069.20	\$28.54	\$2,150.48	\$29.66
46	\$1,765.56	\$24.35	\$1,828.44	\$25.21	\$1,894.38	\$26.12	\$1,966.98	\$27.13	\$2,032.39	\$28.03	\$2,107.55	\$29.06	\$2,189.33	\$30.19
47	\$1,796.25	\$24.77	\$1,860.64	\$25.66	\$1,928.63	\$26.60	\$1,997.12	\$27.54	\$2,069.20	\$28.54	\$2,150.48	\$29.66	\$2,223.07	\$30.66
48	\$1,828.44	\$25.21	\$1,894.38	\$26.12	\$1,966.98	\$27.13	\$2,032.39	\$28.03	\$2,107.55	\$29.06	\$2,189.33	\$30.19	\$2,272.14	\$31.33
49	\$1,860.64	\$25.66	\$1,928.63	\$26.60	\$1,997.12	\$27.54	\$2,069.20	\$28.54	\$2,150.48	\$29.66	\$2,223.07	\$30.66	\$2,316.60	\$31.95
50	\$1,894.38	\$26.12	\$1,966.98	\$27.13	\$2,032.39	\$28.03	\$2,107.55	\$29.06	\$2,189.33	\$30.19	\$2,272.14	\$31.33	\$2,365.17	\$32.62
51	\$1,928.63	\$26.60	\$1,997.12	\$27.54	\$2,069.20	\$28.54	\$2,150.48	\$29.66	\$2,223.07	\$30.66	\$2,316.60	\$31.95	\$2,410.66	\$33.25
52	\$1,966.98	\$27.13	\$2,032.39	\$28.03	\$2,107.55	\$29.06	\$2,189.33	\$30.19	\$2,272.14	\$31.33	\$2,365.17	\$32.62	\$2,463.32	\$33.97
53	\$1,997.12	\$27.54	\$2,069.20	\$28.54	\$2,150.48	\$29.66	\$2,223.07	\$30.66	\$2,316.60	\$31.95	\$2,410.66	\$33.25	\$2,511.88	\$34.64
54	\$2,032.39	\$28.03	\$2,107.55	\$29.06	\$2,189.33	\$30.19	\$2,272.14	\$31.33	\$2,365.17	\$32.62	\$2,463.32	\$33.97	\$2,567.59	\$35.41
55	\$2,069.20	\$28.54	\$2,150.48	\$29.66	\$2,223.07	\$30.66	\$2,316.60	\$31.95	\$2,410.66	\$33.25	\$2,511.88	\$34.64	\$2,618.71	\$36.12
56	\$2,107.55	\$29.06	\$2,189.33	\$30.19	\$2,272.14	\$31.33	\$2,365.17	\$32.62	\$2,463.32	\$33.97	\$2,567.59	\$35.41	\$2,681.07	\$36.98
57	\$2,150.48	\$29.66	\$2,223.07	\$30.66	\$2,316.60	\$31.95	\$2,410.66	\$33.25	\$2,511.88	\$34.64	\$2,618.71	\$36.12	\$2,734.23	\$37.71
58	\$2,189.33	\$30.19	\$2,272.14	\$31.33	\$2,365.17	\$32.62	\$2,463.32	\$33.97	\$2,567.59	\$35.41	\$2,681.07	\$36.98	\$2,790.97	\$38.49
59	\$2,223.07	\$30.66	\$2,316.60	\$31.95	\$2,410.66	\$33.25	\$2,511.88	\$34.64	\$2,618.71	\$36.12	\$2,734.23	\$37.71	\$2,848.73	\$39.29
60	\$2,272.14	\$31.33	\$2,365.17	\$32.62	\$2,463.32	\$33.97	\$2,567.59	\$35.41	\$2,681.07	\$36.98	\$2,790.97	\$38.49	\$2,909.04	\$40.12
61	\$2,316.60	\$31.95	\$2,410.66	\$33.25	\$2,511.88	\$34.64	\$2,618.71	\$36.12	\$2,734.23	\$37.71	\$2,848.73	\$39.29	\$2,975.50	\$41.04
62	\$2,365.17	\$32.62	\$2,463.32	\$33.97	\$2,567.59	\$35.41	\$2,681.07	\$36.98	\$2,790.97	\$38.49	\$2,909.04	\$40.12	\$3,037.86	\$41.90
63	\$2,410.66	\$33.25	\$2,511.88	\$34.64	\$2,618.71	\$36.12	\$2,734.23	\$37.71	\$2,848.73	\$39.29	\$2,975.50	\$41.04	\$3,099.19	\$42.74
64	\$2,463.32	\$33.97	\$2,567.59	\$35.41	\$2,681.07	\$36.98	\$2,790.97	\$38.49	\$2,909.04	\$40.12	\$3,037.86	\$41.90	\$3,168.21	\$43.69
65	\$2,511.88	\$34.64	\$2,618.71	\$36.12	\$2,734.23	\$37.71	\$2,848.73	\$39.29	\$2,975.50	\$41.04	\$3,099.19	\$42.74	\$3,231.60	\$44.57
66	\$2,567.59	\$35.41	\$2,681.07	\$36.98	\$2,790.97	\$38.49	\$2,909.04	\$40.12	\$3,037.86	\$41.90	\$3,168.21	\$43.69	\$3,302.64	\$45.55
67	\$2,618.71	\$36.12	\$2,734.23	\$37.71	\$2,848.73	\$39.29	\$2,975.50	\$41.04	\$3,099.19	\$42.74	\$3,231.60	\$44.57	\$3,373.71	\$46.53
68	\$2,681.07	\$36.98	\$2,790.97	\$38.49	\$2,909.04	\$40.12	\$3,037.86	\$41.90	\$3,168.21	\$43.69	\$3,302.64	\$45.55	\$3,446.30	\$47.53

SCHEDULE B
NATURAL RESOURCES CONSERVATION SERVICES – SALARY GRID (36 ¼ HOUR)*

Grade	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
69	\$2,734.23	\$37.71	\$2,848.73	\$39.29	\$2,975.50	\$41.04	\$3,099.19	\$42.74	\$3,231.60	\$44.57	\$3,373.71	\$46.53	\$3,520.92	\$48.56
70	\$2,790.97	\$38.49	\$2,909.04	\$40.12	\$3,037.86	\$41.90	\$3,168.21	\$43.69	\$3,302.64	\$45.55	\$3,446.30	\$47.53	\$3,604.74	\$49.72
71	\$2,848.73	\$39.29	\$2,975.50	\$41.04	\$3,099.19	\$42.74	\$3,231.60	\$44.57	\$3,373.71	\$46.53	\$3,520.92	\$48.56	\$3,681.92	\$50.78
72	\$2,909.04	\$40.12	\$3,037.86	\$41.90	\$3,168.21	\$43.69	\$3,302.64	\$45.55	\$3,446.30	\$47.53	\$3,604.74	\$49.72	\$3,767.81	\$51.96
73	\$2,975.50	\$41.04	\$3,099.19	\$42.74	\$3,231.60	\$44.57	\$3,373.71	\$46.53	\$3,520.92	\$48.56	\$3,681.92	\$50.78	\$3,850.62	\$53.11
74	\$3,037.86	\$41.90	\$3,168.21	\$43.69	\$3,302.64	\$45.55	\$3,446.30	\$47.53	\$3,604.74	\$49.72	\$3,767.81	\$51.96	\$3,938.52	\$54.32
75	\$3,099.19	\$42.74	\$3,231.60	\$44.57	\$3,373.71	\$46.53	\$3,520.92	\$48.56	\$3,681.92	\$50.78	\$3,850.62	\$53.11	\$4,027.01	\$55.54

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

EMPLOYEE RELATIONS COMMITTEE TERMS OF REFERENCE

1.0 PREAMBLE

- 1.1 The Parties agree to establish a joint Employee Relations Committee to discuss matters of mutual interest related to Employees covered by the Natural Resources Conservation Services, Subsidiary #005. The sole purpose of the discussions is to foster a mutual understanding of the perspective of both parties on matters of mutual interest.
- 1.2 The Committee shall be comprised of equal representation of the Parties and shall be co-chaired. The Committee shall meet a minimum of two (2) times a year. Salary and expenses pertaining to the operation of the Committee shall be borne by the respective Parties.
- 1.3 Any recommendations for changes must be approved by the majority of the members of the Committee and if accepted by both the Employer and the Union may be implemented by mutual agreement.

2.0 NAME OF COMMITTEES

- 2.1 The name of the Committee shall be: "Employee Relations Committee".

3.0 OBJECTIVE(S)

- 3.1 To promote and maintain effective communications in the areas of:
 - (a) working conditions;
 - (b) policies and procedures;
 - (c) staff development;
 - (d) suggestions for improved efficiency;
 - (e) information exchange relative to proposed operational changes;
 - (f) other matters as agreed to mutually by the Committee; and
 - (g) class series.
- 3.2 It is agreed that the Committee will not deal with:
 - (i) issues for which there exist avenues for discussion or resolution which have not been explored,
 - (ii) pending or potential grievances,
 - (iii) terms and conditions of the Master Agreement.

4.0 MEMBERSHIP

- 4.1 The Committee shall be composed of equal representatives from Subsidiary #005 and Management.
- 4.2 Employee representatives will be members of the A.U.P.E. Subsidiary #005 employed by the Government of the Province of Alberta.
- 4.3 Employee representatives will be chosen by A.U.P.E. Subsidiary #005.

- 4.4 The Employee Co-Chairperson shall be appointed from and elected by the Employee representatives of the Committee. The Management Co-Chairperson will be appointed by the Employer.
- 4.5 Participation by Departments in providing Management representatives shall be voluntary.
- 4.6 Ideally the Co-Chairperson will serve for a period of at least one year.

5.0

GENERAL

- 5.1 All members of the Committee will have equal authority to advise, recommend and vote.
- 5.2 The two Co-Chairpersons will alternate in chairing the meetings.
- 5.3 A recording secretary will be provided by the assigned Co-Chairperson. Minutes will be approved and signed by the Co-Chairpersons and distributed to all members within one (1) week from any meeting.
- 5.4 Meetings will be held a minimum of two (2) times a year - in Edmonton, unless another location is mutually agreed to. Duration of any meeting shall not normally exceed one day. Additional meetings may be scheduled if required, and mutually agreed.
- 5.5 An agenda is to be prepared and circulated fifteen (15) days in advance of the meeting. Other submissions and rationale may be added to the agenda by agreement of both Co-Chairpersons. The final agenda will be set by mutual agreement of the Co-Chairpersons.
- 5.6 Individuals who are not representatives on the Committee may make presentations at meetings with the agreement of the Co-Chairpersons and providing written notice is offered to the Co-Chairpersons in advance of the meeting. Subjects to be discussed will have been previously entered on the agenda.
- 5.7 The Committee shall be entitled to have, upon approval of the Co-Chairpersons, resource personnel in attendance at meetings. Advisors may attend on behalf of Management or Employees, but in either case they will have no status except that of providing information.
- 5.8 These terms of reference may be amended at any regular meeting of the Committee, providing that a proper notice to amend was made at the preceding regular meeting.

LETTER OF UNDERSTANDING #1 – Seasonal Wage Employees

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

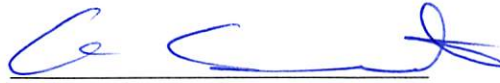
Dated this 27th day of November, 2018.

ORIGINAL SIGNED BY



LANA LOUGHEED

Public Service Commissioner



GUY SMITH

President, Alberta Union of Provincial
Employees

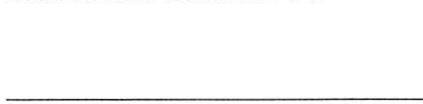
LETTER OF UNDERSTANDING #2 - Lookouts

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

1. The Parties agree to jointly request that the Director of Employment Standards continue to grant a Scheme of Employment exempting Lookouts from the following provisions of the Employment Standards Code: Division 3 - Section 16, Hours of Work, and Section 19, Days of Rest; and Division 4 - Overtime.
2. The Parties agree that upon the granting of the Scheme of Employment referred to above, compensation under this agreement will be provided to Lookouts, where eligible, according to the terms of the attached Schedule.
3. This Letter, including the attached Schedule, is without prejudice and will set no precedent for any future position that the Parties may wish to take on similar matters.
4. This Letter of Understanding shall be effective for the term of the Collective Agreement pursuant to Article 47 of the Master Agreement.

Dated this 27th day of November, 2018.

ORIGINAL SIGNED BY



LANA LOUGHEED

Public Service Commissioner



GUY SMITH

President, Alberta Union of Provincial
Employees

SCHEDULE – 2017 LOOKOUTS

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

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

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

LETTER OF UNDERSTANDING #3 – Specialist Modifier

The Parties agree to the following:

1. If the Employer determines that a Market Modifier is necessary the Employer and the Union will meet and discuss the implementation of any modifier. The market modifier will be added directly to the employee’s salary and is pensionable. Employees will be given notice if the market modifier is to be reduced or removed. An Employee’s base pay as negotiated between the A.U.P.E. and the Crown as contained in Schedules A and B of the Subsidiary #005 Agreement will not be affected by the modifier.
2. A Specialist Modifier will apply to the following functions:
Air Attack Officer
Certified Fire Behaviour Analyst
Certified Ignition Specialist
Control Tactics Instructor or Defensive Tactics Instructor
Firearms Instructor
Helicopter/Sling Rescue Team Leader
Incident Commander 2 or Type I Certification in Wildfire
Medical Response Team Leader

Predator Response Team Leader or Human Wildlife Conflict Control Specialist
Problem Wildlife Specialist
Rescue Response Team Leader
Search Management Instructor
Summer and Winter Mountaineering Instructor
Surveillance Team Leader
Undercover Operator
Water Safety and Small Vessel Instructor

3. The Specialist Modifier will be \$85.87 per bi-weekly pay period. The Employer will identify and assign the specialist modifier functions. The Employer maintains the right to assign, re-assign and or discontinue the use of any specialist modifier functions upon 90 days written notice to the affected Employee(s). The Employer further retains the right to immediately remove the modifier if the Employee does not meet the required certification and/or qualifications. The modifier is considered pensionable.
4. The Specialist Modifier will be used in circumstances where the Employer needs an Employee(s) to maintain a specialized set of skills or certification that may only be used in emergency or special circumstances beyond the scope of the Employee's assigned responsibilities. A flat rate modifier will be added to the Employee's bi-weekly cheque.
5. Employees will be selected to perform the Specialist Modifier functions based on the Employer requiring that function and the Employees attaining and maintaining any credentials or training as defined by the Employer.

Dated this 27th day of November, 2018.

ORIGINAL SIGNED BY



LANA LOUGHEED

Public Service Commissioner



GUY SMITH

President, Alberta Union of Provincial
Employees

Dated this 27th day of November, 2018.

ORIGINAL SIGNED BY



Witness

ORIGINAL SIGNED BY



LANA LOUGHEED

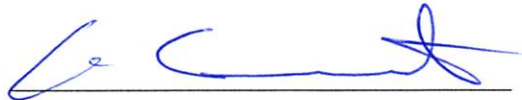
Public Service Commissioner

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President, Alberta Union of Provincial
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