Government of Alberta
2020 Employer Proposals

Master Agreement and Subsidiary Agreements between the Government of Alberta and the Alberta Union of Provincial Employees

Without Prejudice

These proposals are presented as a package and the Employer may amend any part of the package upon non-acceptance.

The Employer reserves the right to table proposals at any time during bargaining to address matters not known to the Employer at the time of exchanging initial proposals.

Errors and Omissions Excepted.

ARTICLES NOT OPENED BY EMPLOYER

Article 1 - Definitions
Article 2 - Terms Of Employment
Article 3 - Master/Subsidiary Agreements
Article 4 - Application
Article 5 - Management Recognition
Article 6 - Union Recognition
Article 9 - Employer - Union Relations
Article 10 - Employer - Employee Relations
Article 15 - Position Abolishment
Article 16 - Hours Of Work
Article 19 - Call Back Pay
Article 20 - Reporting Pay
Article 22 - Northern Allowance Pay
Article 23 - Workers' Compensation Supplement
Article 24 - Fire Operations, Flood Control And Pollution Control
Article 25 - Correctional Institution Salary Allowance
Article 26 - Authorized Expenses
Article 27 - Probationary Employee And Period
Article 33A - Long Term Disability (Ltd)
Article 36 - Paid Holidays
Article 37 - Annual Vacation Leave
Article 39 - Military Leave
Article 41 - Court Leave
Article 42 - Employment Insurance Premium Reduction
Article 43 - Safety And Health
Article 44 - Parking
Article 45 - Rates of Pay **Propose changing title to "Pay Administration"**
Article 49 - Employee Benefits Committee

Subsidiary Agreement 001
Articles 1 to 6
LOU #1 – Work Schedules
LOU #2 – Peter Lougheed Provincial Park
LOU #3 – Rest Periods for Resolution and Court Administrative Services
LOI #1 – ERC Items
LOI #2 – Worksite Violence

Subsidiary Agreement 002
Articles 1 to 6
LOU #1 – Salary Modifiers
LOU #2 – Community and Social Services, Children's Services, and Office of the Public Guardian and Trustee Delivery Program Advisory Committee

Subsidiary Agreement 003
Articles 1 to 7
LOU #2 – Wage Employees
LOU #5 – Employee Relations Committee
LOU #8 – Alberta Law Enforcement Response Team Overtime
LOU #9 – Salary Modifier – Drug Detection Dog Handler

Subsidiary Agreement 004
Articles 1 to 6
LOU #2 – Tools

Subsidiary Agreement 005
Articles 1 to 7
Employee Relations Committee Terms Of Reference
LOU #1 – Seasonal Wage Employees
LOU #3 – Specialist Modifier

Subsidiary Agreement 006
Articles 1 to 5
Employee Relations Committee Medical And Rehabilitative Services Terms Of Reference
LOU #2 – Joint Consultation Committee
LOI #1 – Professional Fees

Subsidiary Agreement 009
Articles 1 to 7
LOU #1 – Communicable Diseases
LOU #2 – Employee Relations Committee
ERC Health & Therapy Support Services And Institutional & Patient Support Services Terms Of Reference
LOU #3 – Medication Administration
LOU #4 – Joint Consultation Committee
LOU #5 – Employees Working Split Shifts at the Hinton Training Centre
LOI #1 – Employee Safety

Subsidiary Agreement 012
Articles 1 to 6
LOU #1
LOU #3 – Employee Relations Committee
Employee Relations Committee Technical, General And Field Services Terms Of Reference
LOU # 5 – Specialist Modifier

This Agreement made the ~~23rd day of October, 2018~~.

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA

(hereafter referred to as the Employer)

OF THE FIRST PART

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(hereafter referred to as the Union)

OF THE SECOND PART

- and -

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

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

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 7

Proposal:
The Employer proposes establishing a standalone article regarding Employee's Personal File, moving clauses 28.04 and 28.05 out of the Disciplinary Action article.

~~**THIS ARTICLE INTENTIONALLY LEFT BLANK BY THE PARTIES**~~

PERSONAL FILE

7.01 **The personal file referred to in this Article is the personal file of an Employee maintained by the Departmental Human Resources Office or the Institution Human Resources Office. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The Parties mutually agree that payroll documentation pertaining to the Employee shall be retained electronically and made available in hard copy as required. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance, Employee Family Assistance Services, or Employee Support and Recovery Services shall be contained in this file.**

Moved from 28.05

7.02 **The Employer will make reasonable arrangements to have an Employee's personal file made available at an administrative office or headquarters that is in reasonable proximity to where the Employee works or at a place agreed on by the Employee and the Employee's Department and at a reasonable time for the Employee to examine the Employee's 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.**

Moved from 28.04

ARTICLE 8
UNION MEMBERSHIP AND DUES CHECK-OFF

Proposal:
Revise article to ensure the language is current and addresses housekeeping issues.

8.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.

8.02 All Employees covered by this Agreement shall be required to pay Union dues as a condition of employment. The Employer shall, therefore, deduct Union dues from the pay of all Employees covered by this Agreement. The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) calendar days prior to the effective date of the change.

8.03 ~~(a)~~ The Employer shall remit Union dues deducted from the pay of all Employees to the Union within nine (9) working days from the end of the pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the next succeeding submission of dues payment. The deductions remitted shall be accompanied by particulars identifying each Employee in a printed form and electronic format showing employee number, department number, starting date, subsidiary agreement, classification, work location code, amount of Union dues deducted, name, last known address and home telephone number. Further, the Employer shall provide to the Union, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

~~(b) In addition to the particulars provided in Sub-Clause 8.03(a) the Employer agrees to provide the following information upon implementation of IMAGIS: birthdate, anniversary month, employee type (permanent, temporary, wage), sub type (full or part time), grade, step, earnings, gender and status code for active Employees who have no dues deducted.~~

ARTICLE 11
TIME OFF FOR UNION BUSINESS

Proposal:
The Employer proposes to discuss the administration and use of Time Off for Union Business and reserves the right to propose specific language changes at a later point in bargaining.

11.01 Subject to Clause 11.04, time off, without loss of regular earnings, will be provided for the following:

(a) Authorized Union representatives, not to exceed five (5) in number for time spent meeting with representatives of the Employer at formal Employee Relations Committees where matters of mutual concern are discussed;

(b) For time spent meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the *Occupational Health and Safety Act.*

11.02 Subject to Clauses 11.01 and 11.04, in continuous operations, when

(a) an Employee is not scheduled to work;

(b) it is not possible to schedule the meeting during a time when the Employee is scheduled to work; and

(c) no alternate attendee is available or appropriate to attend,

an Employee who attends an Employee Relations Committee, Joint Work Site Health and Safety Committee or formal Safety Committee meeting shall be paid at the basic hourly rate of pay for a minimum of two (2) hours or the length of the meeting whichever is greater. There shall be no minimum guaranteed compensation if the meeting is contiguous with a normal working period.

11.03 Subject to Clause 11.04, time off, without pay, will be provided for Union Business for Employees authorized by the Union to represent the Union at Negotiations, Conventions, Union Committees, Union Workshops, Steward Training, Union Seminars, Union Conferences, Union Schools, Chapter Meetings, Chapter Executive Meetings, Local Meetings, Local Executive Meetings, Meetings of the Union's Provincial Executive Committee, activities of the Union Executive Board, participation in the Public Service Pension Board, or any other activities necessary for the operation of the Union in compliance with the collective agreement.

11.04 Time off shall be granted except where operational difficulty will arise. The Union shall provide the Employer's Human Resources office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days' notice when requesting time off under Clause 11.03; however, consideration shall still be given in cases where the five (5) work 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.

11.05 To facilitate the administration of Clause 11.03 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater, which the Union shall promptly pay.

ARTICLE 12
LAY-OFF AND RECALL

Proposal:
Delete Article 12 Lay Off and Recall as Article 15 Position Abolishment is the typical practice used for managing the size of the workforce.

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

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

~~(a) "lay-off" – a temporary separation from employment with anticipated future recall~~

~~(b) "seniority" – the length of continuous employment with the Employer from the most recent date of hire~~

~~(c) "similar employees" – two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employing Department~~

~~(d) "permanent status" – status given to Employees occupying a permanent position~~

~~(e) "temporary status" – status given to Employees occupying a temporary position~~

~~(f) "permanent employee" – a permanent status Employee who has successfully completed the Employee's probationary period.~~

~~12.03 Except in circumstances beyond the reasonable control of the Employing Department, the notice for the lay-off of Employees shall be as follows:~~

~~(a) fourteen (14) calendar days for Employees having permanent status;~~

~~(b) seven (7) calendar days for Employees having temporary status.~~

~~12.04 When similar Employees are to be laid off, the Employing Department shall lay off such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.~~

~~12.05 The time spent by Probationary Employees on lay-off will be added to the probationary period at the time of recall.~~

~~12.06 An Employee may be recalled only to the position from which the Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification, at a location and work unit as determined by the Employing Department, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.~~

~~12.07 An Employee shall be responsible for providing the Employing Department with the Employee's current address for recall purposes.~~

~~12.08 Seniority is lost, all rights are forfeited, and the Employing Department shall not be obliged to recall an Employee:~~

~~(a) when the Employee resigns or employment is properly terminated; or~~

(b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employing Department to recall the Employee; or

(c) upon the expiry of one hundred and eighty (180) calendar days following lay-off during which time the Employee has not been recalled to work.

12.09 If a permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of lay-off, the Employee shall be entitled to severance pay in the amount of one and one-half (1 ½) week's pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.

12.10 Excluding Clauses 15.01, 15.02 and 15.03, a permanent Employee who qualifies pursuant to Clause 15.04 shall be eligible for the remaining provisions of Article 15 should the Employee's position be abolished while on lay-off. A permanent Employee may choose to waive all of the applicable provisions of Article 15 by resigning in writing and receiving two (2) months' pay at the Employee's regular rate.

12.11 This Article does not apply to Temporary Employees whose employment is terminated at the end of a specific term of employment. This Article does not apply to Wage Employees.

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

ARTICLE 13
ATTENDANCE

Proposal:
The Employer proposes to adjust language to clarify that employees should be reporting absences prior to shifts starting.

13.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for the Employee's absence to an individual designated to receive and/or authorize absences at the Employee's place of work within the time limits set out below:

(a) in the case of a shift worker, at least one (1) hour prior to the commencement of a shift; or

(b) in the case of a non-shift worker, within one (1) hour **prior to the** ~~of~~ normal starting time.

13.02 An Employee on authorized leave of absence and/ or illness leave for an indeterminate period shall notify an individual designated to receive and/ or authorize absences at the Employee's place of work of the Employee's intention to return to work in the following manner:

(a) an Employee reporting for day work shall give notice no later than the preceding work day;

(b) an Employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding the Employee's return to work.

This clause shall not apply to an Employee who wishes to return to work following an absence in which the Employee was in receipt of Long Term Disability or Workers' Compensation benefits.

13.03 An Employee who is on an approved leave of absence without pay of twenty (20) work days or more, and who wishes to return to work prior to the fixed expiration date of the leave of absence shall notify a senior official in writing at the Employee's 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 the Employee was in receipt of Long Term Disability or Workers' Compensation benefits.

13.04 Time limits, pursuant to Clauses 13.01, 13.02 and 13.03, shall be waived when it can be established that the Employee, for acceptable reasons, was unable to contact the Employee's supervisor or a senior official within the time limits specified.

13.05 An Employee is required to provide the Employer with ten (10) full work days prior written notice of resignation if the Employee's wishes to resign in good standing.

13.06 An Employee who absents themself from employment and who has not obtained the approval of an individual designated to authorize absences at the Employee's place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned the Employee's position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to the Employee's place of work.

ARTICLE 14
ACTING INCUMBENT

Proposal:
The Employer proposes to introduce a 10 day threshold prior to which acting pay would apply when bargaining unit employees act in management positions.

14.01 To receive acting incumbency pay an Employee shall be designated by a senior official at the Employee's place of work to perform the principal duties of ~~the~~ **a** higher level**:**

(a) bargaining unit position for a minimum period of five (5) consecutive work days**, or**

(b) management position for a minimum period of ten (10) consecutive work days,

during which time the Employee may also be required to perform some of the duties of the Employee's regular position. On completion of the minimum ~~five (5)~~ consecutive work 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) consecutive work day~~ qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.

14.02 Where an Employee is designated to be an acting incumbent in a position, the Employee's salary may be determined in accordance with the following provisions:

(a) if the Employee 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 the Employee's current grade assignment, the acting salary shall be the lowest period in the new grade that exceeds the Employee's current salary provided the maximum salary assigned the classification is not exceeded;

(b) if the Employee 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 the Employee's current pay grade assignment, the acting salary shall be the lowest period in the new grade that exceeds the Employee's current salary, except if the increase is less than one (1) increment, in which case the salary shall be adjusted to the period next higher than the lowest period that exceeds the Employee's current salary provided the maximum salary assigned the classification is not exceeded;

(c) if the Employee is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, the Employee's salary is that period in the new grade which is higher than the Employee's current salary, except if this increase is less than four per cent (4%), in which case the Employee's salary is the next higher period.

14.03 It is understood that normally only one acting incumbent may be designated as a result of any one Employee's absence.

14.04 When an Employee who has been the acting incumbent of another position returns to the Employee's regular position, the Employee's salary shall be readjusted to that which would be in effect if the Employee had continuously occupied that position.

14.05 The designation of acting incumbency shall normally not exceed a period of one (1) year.

ARTICLE 17
OVERTIME

Proposal:
The Employer proposes revisions to clarify that overtime requires prior authorization and reintroduce straight time provisions associated with training and travel.

17.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. ~~Such overtime shall be authorized by the Employer.~~ **All overtime must be authorized in advance by the Employer.**

17.02 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:

(a) Where overtime is controlled on a daily basis:

(i) Subject to Clause 17.07, for overtime hours worked on a regularly scheduled work day at time and one half the Employee's regular hourly salary for the first two (2) hours worked in excess of the Employee's regular daily hours and at double the Employee's 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 the Employee's 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 the Employee's regularly scheduled first day of rest; and

(b) at double the Employee's regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;

(iii) For purposes of this subsection, authorized travel on government business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from their usual place of work and residence.

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

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

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

17.05 (a) An Employee who is required to attend a training course or seminar on the Employee's normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of the Employee's normal daily hours of work for that period. Overtime rate shall apply to any hours worked beyond the normal daily maximum.

(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, shall be** paid at **straight time** ~~overtime~~ rates for all hours spent on training or attending the seminar **to a maximum of the Employee's normal daily hours of work**.

(c) An Employee who is required to attend a training course or seminar, which necessitates travel outside of the urban area in which the Employee is employed shall be compensated at **straight time** ~~overtime~~ rates for the actual hours spent in travel provided such travel time is in excess of the Employee's normal daily or weekly hours of work.

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

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

17.08 Part-time Employees working less than the normal hours of work stated in Clause 16.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same Class, after which the overtime provisions of Clause 17.03 shall apply.

17.09 Where Employees are working flexible hours, or a modified work week, the conditions as provided in Supplement II to this Agreement shall apply.

ARTICLE 18
SHIFT DIFFERENTIAL

Proposal:
The Employer proposes to adjust shift differential, bringing the rates in line with comparators.

18.01 **Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive one dollar and sixty cents ($1.60) per hour for each hour worked between 7:00 p.m. and 7:00 a.m., provided that greater than two (2) hours are worked between 7:00 p.m. and 7:00 a.m.**

~~(a) Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive two dollars and seventy-five ($2.75) cents per hour for working a shift where at least one-half of the hours in such shift fall between 3:00 p.m. and 11:00 p.m.~~

~~(b) Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive five dollars ($5.00) per hour for working a shift where at least one-half of the hours in such shift fall between 11:00 p.m. and 7:00 a.m.~~

18.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 16.01. A wage or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period~~s~~ identified in Article 18.01 ~~(a) and (b)~~.

18.03 At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

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

ARTICLE 18A
WEEKEND PREMIUM

Proposal:
The Employer proposes to adjust weekend premium, bringing the rate in line with comparators.

18A.01 An Employee who works Saturdays or Sundays as part of the Employee's regularly scheduled work week, shall receive a weekend premium of ~~three dollars and twenty-five ($3.25) cents~~ **one dollar and ten cents ($1.10)** for each hour worked from ~~Friday at 3:00 p.m. to Monday at 7:00 a.m.~~ **Saturday at 12:01 a.m. to Sunday at 11:59 p.m.** The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

18A.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 21
STANDBY PAY

Proposal:
Discuss the Employer's interpretation and application of the article and also clarify clause 21.05 to reflect the intent of provision added during the last round of bargaining.

21.01 When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, the Employee shall be compensated the amount of one-half (1/2) hour's pay at the Employee's regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the compensation shall be one (1) hour's pay at the Employee's regular rate or the equivalent time in lieu for each four (4) hours on standby or any portion thereof.

21.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.

21.03 When an Employee is called back to work during a period in which the Employee was on standby, the Employee shall be compensated pursuant to Clause 21.01 for the hours the Employee was on standby in addition to compensation pursuant to Article 19 for the hours worked on call back.

21.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, where other qualified staff are available.

21.05 Where an Employee is required to standby **on the same day** after their regular duty, the Employee will be compensated at the standby rate for all hours between the **end of the** Employee's regular scheduled duty and the standby period.

21.06 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 28
DISCIPLINARY ACTION

Proposal:
The Employer proposes to move clauses related to an Employee's personal file out of the Disciplinary Action article to a standalone Article 7, ensure the Employer is able to assess employees' conduct during the 24 months that disciplinary action remain on file, and also include language to capture current practices.

28.01 **The Employer follows the principles of progressive discipline.**

28. ~~01~~ **02** 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 the Employee's conduct or performance which are placed on the Employee's personal file.

28.~~02~~ **03** An Employee who is to be interviewed for the purpose of disciplinary action or potential disciplinary action as referred to in Clause 28.01 shall be notified of the time and place of the interview with reasonable advance notice which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon and, if desired by the Employee, the Employee 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 the Employer to be absent from work, and, if approval is granted, leave without loss of pay will be allowed.

28.~~03~~ **04** An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that their 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 twenty-four (24) months period; and

(b) the disciplinary action is not the subject of an unresolved grievance.

(c) An Employee who is absent for a period of paid or unpaid leave for, or who is reinstated to employment following, a period exceeding twenty (20) consecutive Work Days, from the date the disciplinary action was invoked may, at the discretion of the Employer, have the period of twenty-four (24) months continuous service extended by an equivalent period to the length of that leave.

~~28.04 The Employer will make reasonable arrangements to have an Employee's personal file made available at an administrative office or headquarters that is in reasonable proximity to where the Employee works or at a place agreed on by the Employee and the Employee's Department and at a reasonable time for the Employee to examine the Employee's 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.~~

Moved to 7.02

~~28.05 The personal file referred to in this Article is the personal file of an Employee maintained by the Departmental Human Resources Office or the Institution Human Resources Office. Except as provided hereinafter this file shall contain copies of all~~

Moved to 7.01

~~documentation pertaining to the Employee. The Parties mutually agree that payroll documentation pertaining to the Employee shall be retained electronically and made available in hard copy as required. The Parties mutually agree that no information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance, Employee Family Assistance Services, or Employee Support and Recovery Services shall be contained in this file.~~

28.**~~06~~ 05** 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~~ substituted a lesser penalty for that levied against the grievor**, the personal file of the Employee shall be amended to reflect this action, provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to adjudication, the personal file of the Employee shall be amended to reflect the award of the arbitrator or arbitration board.

28.**~~07~~ 06** Subject to Article 29, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 29
GRIEVANCE PROCEDURE

Proposal:
The Employer proposes to clarify language and procedures for grievances and arbitrations.

29.01 Definitions and Scope

(a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement or as to whether any such difference can be the subject of arbitration. A grievance shall be categorized as follows:

(i) An individual grievance is a difference affecting one (1) Employee. Such grievance shall be initiated at the appropriate level of the grievance procedure as outlined in clause 29.03;

(ii) A group grievance is a difference affecting two (2) or more Employees, seeking the same redress. Such grievance shall be initiated in the same manner as an individual grievance as outlined in Clause 29.03. A group grievance shall list all Employees included in the grievance; or

(iii) A policy grievance is a difference that 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 **about** an obligation that may or could have been **the** subject of a grievance by an Employee.

(b) At each step of the Grievance Procedure, the Employer's Representative and the Union Representative shall exchange all particulars known to them and related to the issue in dispute that would assist in resolving the grievance.

(c) A grievance concerning the dismissal or termination of employment of a Probationary Employee may be subject to the Grievance Procedure except that it shall not be a subject of arbitration at Level 3.

(d) A grievance concerning the dismissal or termination of employment of a Wage Employee may be subject to the Grievance Procedure except that is shall not be a subject of arbitration at Level 3.

(e) Notwithstanding 29.01(d), a Wage Employee who has served twenty-four (24) months of service from their ~~first date of hire~~ **date of first hire** and who is dismissed for disciplinary reasons in accordance with Article 28, Disciplinary Action, shall have access to the Grievance Procedure including arbitration at Level 3.

(f) "Demotion" means a transfer to a position with a lower maximum salary.

29.02 Meetings During Grievance Procedure

(a) A Union Steward shall not discuss a grievance, or leave ~~his~~ **their** place of work to investigate a grievance, during working hours without first obtaining permission from ~~his~~ **their** 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 **at Level 1 or Level 2 of the Grievance Procedure** 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 Travel, Meal and Hospitality Expense Directive and the Public Service Relocation and Employment Expenses regulations.

29.03 Grievance Process

An Employee and their manager will attempt to resolve differences through informal means, where possible, prior to proceeding with a written grievance. A Union Steward, at the request of the Employee, may accompany and assist the Employee at this step.

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

(a) Level 1 **– Formal Problem-Solving Discussion**

An Employee wishing to pursue a grievance, shall submit it in writing to the Employee's Department Human Resources ~~R~~ **r**epresentative within twenty-one (21) 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**, whichever comes first**.

In an attempt to resolve the difference, the ~~Designated Officer~~ **Human Resources representative** or the aggrieved may request that a written grievance be discussed **with the grievor, the grievor's manager (either the first level non-bargaining unit supervisor or a higher-level manager, at the Employer's discretion), and the Human Resources representative** at Level 1 of the Grievance Procedure**.** This discussion shall be recognized as the grievor's opportunity to clarify the circumstances surrounding ~~**his**~~ **their** grievance. The grievor's request for a discussion shall not be unreasonably denied. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor.

~~The Designated Officer at Level 1~~ **The grievor's manager** shall reply in writing within fourteen (14) days of receipt of the grievance.

(b) Level 2 **– Designated Officer**

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 the Employee's grievance in writing to the Employee's Department Human Resources ~~R~~ **r**epresentative.

Grievances involving Dismissal, Suspension without pay and Demotion shall be commenced at Level 2, **within fourteen (14) days of the date upon which the subject of the grievance occurred,** unless otherwise agreed between the Parties pursuant to Sub-Clause 29.03(c) **below.**

The Designated Officer, **the Human Resources representative** or the aggrieved may request that a written grievance be discussed at Level 2 of the Grievance Procedure**.** This discussion shall be recognized as the grievor's

opportunity to clarify the circumstances surrounding ~~his~~ **their** grievance. The grievor's request for a discussion shall not be unreasonably denied. A Union Staff Member or Union Steward shall be allowed to be present at these discussions, if desired by the grievor.

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 29.03(c) above.~~

(e) Policy Grievance

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

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

29.04 Level 3 - Arbitration

(a) If a settlement is not reached through the above proceedings, an Employee with the approval of the Union (in the case of an Employee grievance), the Union (in the case of a Union grievance) and the Employer (in the case of an Employer grievance) may refer the grievance to arbitration by notice in writing that must be given within fourteen (14) days of receipt of the reply at the previous stage or level to which the grievance was advanced. Notice to the Employer shall be given to the Public Service Commissioner.

(b) The submission of a grievance to arbitration shall be to an Arbitration Board of three (3) members, one (1) to be appointed by the Union, one (1) to be appointed by the Employer and a third, who shall act as Chairperson, to be mutually agreed upon by the other two (2), or to a single arbitrator or to a mediator-arbitrator.

(c) (i) The notice referred to in Sub-Clause 29.04(a) above shall indicate which system of arbitration the party wishes to follow, and state the name of its nominee to an arbitration board or suggest one or more names of persons it is willing to accept as a single arbitrator; or mediator-arbitrator, as the case may be;

(ii) Upon receipt of the notice referred to in Sub-Clause 29.04(a) above, the other Party shall respond within seven (7) days, indicating which system of arbitration it finds acceptable in respect to the grievance. If the other Party does not respond within the said seven (7) days, the grievance will be dealt with by an Arbitration Board. If it is not agreed that a single

arbitrator or mediator-arbitrator shall be used, the other Party shall state the name of its nominee to an Arbitration Board. The Party initiating the submission of the grievance to arbitration under 29.04(c)(i) above shall then, within seven (7) days, state the name of its nominee to an Arbitration Board. If the other Party fails to appoint its nominee to an Arbitration Board within fourteen (14) days, its nominee will be appointed by the Chair of the Labour Relations Board upon request of the Party submitting the grievance to arbitration. If the other Party agrees to a single arbitrator or mediator-arbitrator, it shall suggest one or more names of persons it is willing to accept as arbitrator or mediator-arbitrator.

(d) Where the Parties have submitted a grievance to a mediator-arbitrator, they shall request the mediator-arbitrator to mediate between them and to encourage them to resolve any difference or differences raised by the grievance. If the mediator-arbitrator determines that the Parties will not resolve their differences, then the mediator-arbitrator is empowered to determine any and all differences and to issue a written award concerning the same. The Parties agree that unless it is otherwise agreed between them, any resolution reached with the assistance of a mediator-arbitrator, or any determination made by a mediator-arbitrator shall not establish a precedent for any other grievance, difference or dispute.

(e) A single arbitrator or mediator-arbitrator shall have all of the same powers as an Arbitration Board. In such cases, the Party referring the grievance to arbitration, shall, instead of submitting the name of its nominee, submit the name of the arbitrator it wishes to suggest to the other Party. If agreement cannot be reached on the appointment of a single arbitrator or upon the appointment of a mediator-arbitrator, within seven (7) days, an Arbitration Board will be appointed in accordance with the provisions above.

(f) Each Party to this Agreement shall bear its own costs of arbitration, including the costs of its nominees to the Board. The Parties shall bear equally the costs of arbitration board Chairpersons and single arbitrators and mediator-arbitrators.

(g) The Employer shall grant an Employee leave of absence with pay for the purpose of attending the arbitration of his grievance. Except where a dismissal of the Employee is upheld by the arbitration decision, an Employee may claim his expenses incurred in attending the arbitration of his grievance in accordance with the Travel, Meal and Hospitality Directive and the Public Service Relocation and Employment Expenses Regulation.

(h) The Employer shall grant leave of absence with pay to a witness appearing under notice to attend at arbitration proceedings.

29.05 Power of Boards of Arbitration

(a) Arbitration Boards, single arbitrators and mediator-arbitrators are empowered to decide grievances between the Parties or persons bound by the Collective Agreement.

(b) Arbitration Boards, single arbitrators and mediator-arbitrators shall not add to, alter, modify or amend any part of the terms of the Collective Agreement by their decision, nor make any decision inconsistent with it nor to deal with any

other matter that is not a proper matter for grievance under the Collective Agreement.

(c) Arbitration Boards, single arbitrators and mediator-arbitrators shall confine their decisions solely to the precise issue submitted to them and shall have no authority to make a decision on any other issue not so submitted.

(d) When disciplinary action against an Employee is involved, the Arbitration Board, single arbitrator or mediator-arbitrator may vary the penalty as is considered just and reasonable under the circumstances.

(e) Where a grievance is heard by a three (3) member Board, the decision of a majority of the members is the decision of the Board, but if there is no majority, a decision of the Chairperson governs and that decision is the decision of the Arbitration Board.

29.06 Arbitration Decisions

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

29.07 Procedures and Time Limits

(a) Time limits and procedures contained in this Grievance Procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance. Failure to reply to a grievance within the prescribed time limits 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) It is clearly understood that time limits established herein are mandatory and are to be adhered to; however, where an arbitrator or Arbitration Board determines that there are reasonable grounds for extending the time for taking any step in the grievance process or arbitration procedure, the arbitrator or Arbitration Board may, notwithstanding Clauses 29.07(a) and (b), grant an extension, even after the expiration of the time, if, in its opinion, the other party would not be unduly prejudiced by the extension. In these situations, the onus is on the Party who fails to adhere to the time limits to prove the reasonableness for it's failure to adhere to such time limits.

(d) 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 the individual(s) at the individual's 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 the individual(s) by registered or certified mail at the individual's last known post office address; or

(iii) personally by a receipted courier service.

(II) in the case of the Employer:

(i) personally on the Public Service Commissioner; or

(ii) by leaving it at or by sending it by registered or certified mail to the office of the Public Service Commissioner; or

(iii) personally on the Public Service Commissioner by a receipted courier service~~.~~**; or**

(iv) by emailing it to the Public Service Commissioner.

(III) in the case of the Department:

(i) by leaving it at or by sending it by registered or certified mail to the office of the Human Resources representative of the Department; or

(ii) by emailing it to the appropriate Human Resources representative for the Department.

(IV) in the case of the Union:

(i) personally on the President, Secretary or an officer of the Union or by leaving it at an office occupied by the Union; or

(ii) by sending it by registered or certified mail to the address of the President, Secretary or an officer of the Union; or

(iii) personally on the President, Secretary or an officer of the Union by a receipted courier service~~.~~**; or**

(iv) by emailing it to the President, Secretary or an officer of the Union.

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

(VI) Documents that are mailed by registered or certified mail shall be deemed to have been received on the date they are registered or certified with Canada Post.

(e) Procedures as stipulated in this Article may be varied by written agreement of the Parties.

ARTICLE 30
INSTITUTIONAL FIRE PREVENTION AND CONTROL FIREFIGHTERS

Proposal:
The Employer proposes to move Supplement I to be combined with Article 30 and renumbered.

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

Moved from Supp I

(a) A Firefighter shall be paid:

(I) $35.00 for each tour of fire watch duty; and

(II) $20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.

(b) A Driver shall be paid:

(I) $50.00 for each tour of fire watch duty; and

(II) $20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.

(c) A Crew Chief shall be paid:

(I) $65.00 for each tour of fire watch duty; and

(II) $20.00 for each attendance at two (2) compulsory fire drills every month, outside of scheduled working hours.

(d) A Fire Captain or Deputy Chief, when assigned the duties of the Fire Chief in the Fire Chief's absence due to holidays or other circumstances, shall be paid at the rate of $20.00 for each complete day on duty.

(e) A Firefighter, Driver or Crew Chief shall not receive any additional payment for attending more than two (2) compulsory fire practices during a month.

(f) A Fire Prevention Officer shall be remunerated at the rate of $43.68 for each complete bi-weekly pay period worked in areas where necessary. For absences due to vacation, illness, or other circumstances, the bi-weekly rate shall be pro-rated accordingly.

(g) The Executive Director, the Medical Superintendent, or the Business Manager, of the hospital involved and the Physical Plant Manager shall allow all possible firefighting staff on normal work duty to respond to a fire alarm without loss of pay in order to assure an available crew to fight fire during those hours when there is not a scheduled crew on stand-by.

(h) At Michener Centre, Red Deer; where the Firefighters return to the institution and are housed in the Fire Hall or other Government provided on-site accommodation away from their regular domicile, an extra remuneration of $40.00 shall be paid to each Firefighter for each tour of Fire Watch Duty.

ARTICLE 31
CASUAL ILLNESS

Proposal:
The Employer is concerned about absenteeism, potential misuse of illness leaves, and open-ended leave entitlements creating operational challenges in the delivery of programs and services.

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

31.02 If an Employee ~~is~~ **becomes** ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical, medical or such other appointment, provided the Employee has been given prior authorization by the Employer ~~and the Employee works one (1) hour in a half day that the Employee is absent for those purposes~~, such absence shall ~~neither~~ be charged against the Employee's casual illness entitlement~~, nor shall a deduction in pay be made for the time lost in the half day in which the Employee became ill or attended the appointment~~. An Employee shall endeavour to schedule such appointment when it least interferes with the Employer's operations.

~~For purposes of this Article a half day is:~~

~~(a) for day workers, the time between 8:15 a.m. and 12:00 noon or between 1:00 p.m. and 4:30 p.m., however, an Employee working under the flexible hours system who becomes ill or is granted time off for such appointments in the morning shall be given credit in his weekly or monthly hour requirement from the time the Employee commenced work until 12:00 noon; and~~

~~(b) for all others, half of the regular hours of the day worked, provided that the minimum daily regular hours are not less than seven and one-quarter (7 1/4) hours.~~

31.03 **Subject to 31.04,** An Employee in the first and in each subsequent year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a year of service, shall be deducted from the remaining casual leave entitlement for that year of service.

31.04 An Employee with less than three (3) months continuous service will be eligible for five (5) work days of casual illness leave with pay. Upon completion of three (3) months of continuous service an employee will receive the remaining five (5) work days of casual illness entitlement.

31.~~04~~ **05** This Article is subject to Article 33.

ARTICLE 32
GENERAL ILLNESS

Proposal:
The Employer proposes to increase the length of time prior to which a new employee would be entitled to 100% salary on general illness leave and also clarify when reinstatements are to occur.

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

(a) eighty (80) consecutive work days; or

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

General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 31.

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

Completed Calendar Years of Employment	General Illness Leave at 100% of Normal Salary	General Illness Leave at 70% of Normal Salary
Less than ~~1~~ **3** month**s**	0 work days*****	70 work days
Less than 1 year	10 work days	70 work days
1 year	15 work days	65 work days
2 years	25 work days	55 work days
3 years	35 work days	45 work days
4 years	45 work days	35 work days
5 years	60 work days	20 work days

*** There shall be no salary for each of the first ten (10) work days of illness.**

For purposes of Clause 32.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in Government service.

32.03 (a) Subject to Sub-Clause 32.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have:

(i) illness leave entitlements reinstated pursuant to Clause 32.02 when the Employee returns to work in the next year of employment; or

(ii) any illness leave days used for which normal salary was paid at the rate of 100% or 70% reinstated for future use at the rate of 70% of normal salary, within the same year of employment.

(b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ~~ten (10)~~ **twenty (20)** consecutive work days following the date of return to active work. **The use of vacation leave during these work days shall be deemed to interrupt the twenty (20) consecutive work day period and defer the illness leave reinstatement.**

32.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 33A.

32.05 Notwithstanding Article 31 or Clause 32.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 31 if the absence is due to an injury, from employment of any other employer, that qualifies for Workers' Compensation benefits.

32.06 When a day designated as a Paid Holiday under Article 36 falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

32.07 This Article is subject to Article 33.

ARTICLE 33
PROOF OF ILLNESS

Proposal:
The Employer proposes to confirm that the costs paid for insufficient medical notes will not be reimbursed by the Employer.

33.01 To obtain illness leave benefits as described in Article 31 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, the Employee shall be advised prior to returning to work.

33.02 To obtain and continue illness leave benefits as described in Article 32 the Employee:

(a) may be required to provide a proper medical certificate or other satisfactory proof of illness for illness leaves of five (5) work days or fewer, and

(b) is required to provide such proof of illness for leaves beyond five (5) work days.

33.03 Where the Employee must pay a fee for a proper medical certificate or other satisfactory proof of illness, the Employer shall reimburse the Employee to a maximum of fifty dollars ($50.00), in line with the Alberta Medical Association guidelines. **If the proof of illness is not proper and satisfactory, there shall be no reimbursement.**

33.04 While balancing an Employee's right to privacy, a proper medical certificate or other satisfactory proof of illness should generally include:

(a) a certification by a licensed physician, psychiatrist or midwife that the Employee is unable to attend work for medical reasons;

(b) the dates on which the Employee is unable to attend work due to the medical reason;

(c) if the illness is continuing, the Employee's prognosis and estimate as to the earliest date the Employee is expected to return to work and/or next medical assessment date; and

Where appropriate, medical notes should also generally include:

(d) if the Employee can return to work but with some restrictions or limitations, a statement of those restrictions or limitations;

(e) whether the illness is anticipated to be temporary, chronic or permanent; and

(f) whether the Employee is under a treatment plan.

33.05 The Employer may require that an Employee undergo an independent medical examination. The examination or interview shall be at the Employer's expense and on the Employer's time, except in the case of Long Term Disability where the LTD Plan shall govern.

33.06 (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 the Employee's duties due to disability or illness; or

(iv) in cases of inconsistencies between two or more medical assessments.

(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 the Employee's 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 33.06(a).

33.07 Pursuant to Clause 33.06, an Employee shall be entitled to have the Employee's personal physician or other physician of the Employee's choice to be a member of the Medical Board or to act as the Employee's 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.

33.08 Where an Employee has been examined by a Medical Board and is also applying for LTD benefits, a copy of the medical report shall be considered as part of the Employee's application.

33.09 The Parties agree that Casual and General Illness benefits as provided in Articles 31 and 32 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 34
HEALTH PLAN BENEFITS

Proposal:
The Employer is currently undertaking an analysis into benefit premium costs. Further, the Employer would like to discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06). The Employer reserves the right to table related proposals later in bargaining.

34.01 Subject to Article 4, the Employer and Employee shall share the premium cost of the Government Employees' Group MyCHOICE Extended Medical Benefits Plan and the MyCHOICE Prescription Drug Plan for participating Employees as follows:

(a) one-half (1/2) the cost of the family premium for the MyCHOICE Core coverage, where the Employee and dependents are covered under either or both Plans; or

(b) one-half (1/2) the cost of the single premium for the MyCHOICE Core coverage, where only the Employee is covered under either or both Plans; or

(c) if the Employee selects the MyCHOICE Enhanced coverage for either or both Plans, the Employer's contribution towards the cost of the single or family premium under the MyCHOICE Enhanced coverage shall be the same as the Employer's contribution towards the cost of the single or family premium under the MyCHOICE Core coverage, with the Employee paying 100% of the additional premium cost between the MyCHOICE Core and Enhanced coverage.

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

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

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

34.05 In order to ensure continued coverage, Employees are responsible for paying their premium costs, including during periods of leave without pay. Failure by the Employee to remit premiums when due will result in the termination of the benefit coverage for the Employee and all enrolled dependents. The Employer shall provide an Employee with a minimum of two (2) weeks written notice prior to terminating benefit coverage. The Employer retains the right to recover from the Employee's pay any benefit premium arrears that the Employee has not paid.

ARTICLE 35
INSURANCE

Proposal:
Discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06).

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

(a) The eligibility of Employees to participate in the Core Group Life Insurance Plan and Accidental Death and Dismemberment is subject to Article 4, and participation is a condition of employment for all eligible Employees who commenced employment on or after December 1st, 1971.

(b) The amount of Core Group Life Insurance for an eligible Employee is equivalent to either:

(i) 1.0 times basic annual salary, rounded to the next highest $1,000.00 up to a maximum amount of insurance of $400,000.00; or

(ii) 2.5 times basic annual salary, rounded to the next highest $1,000.00, up to a maximum amount of insurance of $400,000.00; or

(iii) 1.0 times basic annual salary, rounded to the next highest $1,000.00 up to a maximum amount of insurance of $400,000.00, on the 1st day of the bi-weekly pay period following the Employee's 65th birthday; or

(iv) Effective October 1, 2008, a flat dollar amount of $25,000, on the 1st day of the bi-weekly pay period following the Employee's 70th birthday until the end of the pay period in which the Employee reaches age 75.

(c) Each Employee insured for Core Group Life Insurance under Sub-Clause (b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of Core Group Life Insurance except that if the accidental death or dismemberment results from injury while the insured Employee is performing the Employee's duties for the Employer, including travelling on Employer business, the principal sum shall be equivalent to four (4) times the Employee's basic annual salary up to a maximum of $400,000.00.

(d) The Employer shall pay two-thirds (2/3) and the Employee shall pay one-third (1/3) of the premium costs for the Core Group Life and Accidental Death and Dismemberment, where an Employee is covered for the insurance pursuant to Sub-Clauses (b) and (c) above.

(e) Where an Employee is not covered under Sub-Clause (b) but is now insured for the single lump sum amount of insurance of $4,000.00, the Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal sum of $4,000.00 except that if the accidental death or dismemberment results from injury while the insured Employee is performing the Employee's duties for the Employer, including travelling on Employer business, the principal sum shall be equivalent to four (4) times the Employee's basic annual salary up to a maximum of $400,000.00.

The Employer shall pay the total premium costs for those eligible Employees.

(f) (i) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.

(ii) The Employer shall administer a policy of optional Enhanced Group Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage, subject to evidence of insurability.

(g) All insurance coverage specified under Clause 35.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policy holder. The terms and conditions shall not be considered as incorporated in this Collective Agreement by reference or necessary intendment. Differences respecting any matters related to the administration and application of the MyCHOICE Group Life Insurance plans are not subject to the grievance and arbitration provisions of this Collective Agreement. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.

(h) In order to ensure continued coverage, Employees are responsible for paying their premium costs, including during periods of leave without pay. Failure by the Employee to remit premiums when due will result in the termination of the benefit coverage for the Employee and all enrolled dependents. The Employer shall provide an Employee with a minimum of two (2) weeks written notice prior to terminating benefit coverage. The Employer retains the right to recover from the Employee's pay any benefit premium arrears that the Employee has not paid.

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

(a) The Employer shall maintain a Master Insurance Policy for all Employees covered by this Agreement who are not insured for the insurance specified in Clause 35.01 that provides insurance coverage up to a maximum principal sum of $400,000.00 in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including travelling on Employer business.

(b) The total premium cost of this Master Insurance Policy shall be paid by the Employer.

(c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policy holder. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.

35.03 The Employer shall provide liability coverage for all Employees covered by this Agreement while engaged in the scope of their work duties. Coverage provided will be in accordance with the terms and conditions of the Risk Management and Insurance participant liability coverage of the Alberta Risk Management Fund.

ARTICLE 36A
CHRISTMAS CLOSURE

Proposal:
The Employer proposes to remove provisions regarding Christmas Closure.

~~36A.01 It is understood that Christmas Closure will result in closure of government offices and non-essential operations 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.~~

~~36A.02 Christmas Closure days are not to be treated as vacation or paid holidays days. Employees are required to take the number of days allotted to them as per Clause 36A.01.~~

~~36A.03 When an Employee is required to work on one of the paid days off listed in Clause 36A.01, or is employed in a continuous operation, 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.~~

ARTICLE 38
SPECIAL LEAVE

Proposal:
The Employer proposes to adjust language to ensure employees are able to utilize bereavement leave upon the death of a family member and during the funeral to accommodate situations where these may not occur closely together.

38.01 An Employee who requires time off from work, may be granted special leave without loss of pay upon approval by a senior official at the Employee's work place. The maximum leave available under this article is ten (10) work days in a calendar year, except where approval is obtained from the Employer for additional bereavement leave as described in Clause 38.03. The circumstances under which special leave may be approved are subject to Clause 38.02 and subject to the corresponding yearly maximum number of work days as follows:

(a) illness within the immediate family – up to ten (10) work days;

(b) bereavement – up to ten (10) work days around the date of the **death and/or** funeral;

(c) personal – up to three (3) work days;

(d) domestic violence – up to five (5) work days.

38.02 For purposes of determining eligibility for special leave under Clause 38.01, the following provisions shall apply:

(a) an Employee who requires time off work, shall be granted leave without loss of pay for a period of up to ten (10) work days, including travel time, if there is an illness in the Employee's immediate family.

Immediate family means an Employee's spouse, benefit partner, or any of the following relations of an Employee, spouse, or benefit partner: parent, guardian, parent-in-law, grandparent, grandchild, son, daughter, step-child, and relatives who permanently reside with the Employee;

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: parent, guardian, parent-in-law, grandparent, grandchild, son, daughter, step-child, brother, sister, or the husband or wife of any of them;

(c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;

(d) personal day shall be granted for conditions that require an Employee to be away from work for personal reasons;

(e) domestic violence leave - an Employee who requires time off for domestic violence leave, as defined in the Employment Standards Code, shall be granted leave without loss of pay of up to five (5) work days for one or more of the following purposes:

(i) to obtain services in respect of the violence from a victim services organization;

(ii) to obtain psychological or other professional counselling for the Employee or the Employee's child in respect of the violence;

(iii) to relocate temporarily or permanently;

(iv) to seek legal or law enforcement assistance including preparing for or participating in any legal proceeding related to or resulting from the violence; or

(v) any other purpose provided for in the regulations.

38.03 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave, 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) work days per calendar year. Additional bereavement leave may be approved by the Employer when ten (10) work days' special leave has already been utilized within a calendar year.

ARTICLE 40
ADOPTION/PARENTAL LEAVE

Proposal:
Discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06).

40.01 An Employee who has completed ninety (90) days of continuous service before commencing leave and who is adopting a child shall be granted leave of absence without pay for up to sixty-two (62) consecutive weeks within seventy-eight (78) 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.

40.02 An Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the Employee's 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.

40.03 An Employee granted leave without pay pursuant to Clauses 40.01 or 40.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same Department at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks' notice in writing of their intention to return to work.

40.04 An Employee who at the commencement of Adoption/Parental Leave is participating in the Government Employees' Prescription Drug Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered**, subject to Articles 34.05 and 35.01(h),** 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. In advance of any such leave ~~and subject to Articles 34.05 and 35.01(h)~~, the Employee shall make arrangements to ensure the Employee's share of benefit premiums are paid each pay period when due for the duration of the Adoption/ Parental leave.

40.05 The full entitlement to maternity and parental leave for pregnant Employees is provided under Article 40A and not under this Article.

ARTICLE 40A
MATERNITY LEAVE

Proposal:
Discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06).

40A.01 In this Article "date of delivery" means when the pregnancy of an Employee terminates with the birth of a child or the pregnancy otherwise terminates.

40A.02 An Employee who has completed ninety (90) days of continuous service before commencing leave shall be granted up to seventy-eight (78) weeks of maternity leave without pay which includes parental leave. A pregnant Employee should apply for maternity leave as soon as possible prior to the Employee's 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 the Employee intends to commence leave.

40A.03 An Employee who is eligible for maternity leave shall take at least six (6) weeks of such leave immediately following the actual date of delivery. The Employee, with the agreement of the Employer, may shorten this six (6) week period by providing the Employer with a medical certificate indicating the resumption of the Employee's full duties will not endanger the Employee's health.

40A.04 An Employee granted leave without pay pursuant to Clause 40A.02 shall, upon return to work, be returned to their former position or be placed in another comparable position within the same Department at not less than the same salary that had accrued to them prior to commencing leave, and at the same level of benefits that is applicable to Employees in their classification. Employees will be required to give the Employer two (2) weeks' notice in writing of their intention to return to work.

40A.05 Notwithstanding any date initially selected for the start of maternity leave, if an Employee subsequently indicates in writing that the Employee is no longer able to carry out the Employee's full normal duties, the Employee may commence the maternity leave at an earlier date. If the Employee presents medical evidence supporting an inability to continue work the Employee will be eligible for illness benefits in accordance with Articles 31, 32 and 33A of this Agreement up to the date of delivery.

40A.06 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit (S.E.B.) covering the period the Employee has provided medical evidence from the Employee's physician or midwife which satisfies the Employer that the Employee remains medically unable to do the Employee's job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first. An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.E.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of maternity leave without pay for the purposes of Clauses 40A.02 and 40A.03. An Employee who is eligible for S.E.B. plan shall not be eligible for illness leave benefits pursuant to Articles 31, 32 and 33A. An Employee applying for S.E.B. payments must do so no later than eight (8) weeks after the date of delivery. Where exceptional circumstances can be shown, the Employer may consider request beyond the eight (8) week requirement.

40A.07 Notwithstanding any other provisions in this Article, if during the ten (10) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the Employer may, by notice in writing to the Employee, require that the Employee proceed on maternity leave.

40A.08 An Employee who has completed one (1) year of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of the Employee's resignation shall be considered to have been on leave without pay but for the purpose of vacation leave shall be treated like a new Employee. All previous service with the Employer will be used in calculating entitlements under Article 37.

40A.09 A pregnant Employee who presents medical evidence from the Employee's physician or midwife which satisfies the Employer that continued employment in the Employee's present position may be hazardous to themself or to the Employee's unborn child, may request a transfer to a more suitable position if one is available.

40A.10 An Employee who at the commencement of Maternity Leave is participating in the Government Employees' Prescription Drug Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered**, subject to Articles 34.05 and 35.01(h),** 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. In advance of any such leave ~~and subject to Articles 34.05 and 35.01(h)~~, the Employee shall make arrangements to ensure the Employee's share of benefit premiums are paid each pay period when due for the duration of the maternity leave.

ARTICLE 46
LEAVE WITHOUT PAY

Proposal:
Discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06).

46.01 An Employee may request a leave of absence without pay. To be considered, the request must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of the leave. Where operational requirements permit and upon approval of the Employing Department, the leave without pay shall be granted.

46.02 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

46.03 An Employee who at the commencement of a Leave Without Pay is participating in the Government Employees' Prescription Drug Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered**, subject to Articles 34.05 and 35.01(h),** under these Plans throughout the total period the Employee is on a Leave Without Pay, and the Employer and Employee premium contributions shall continue. In advance of any such leave ~~and subject to Articles 34.05 and 35.01(h)~~, the Employee shall make arrangements to ensure the Employee's share of benefit premiums are paid each pay period when due for the duration of the leave without pay.

ARTICLE 47
TERM AND EFFECTIVE DATE

Proposal:
The Employer proposes a four-year term:

April 1, 2020: -1%
April 1, 2021: 0%
April 1, 2022: 0%
April 1, 2023: 0%

Additionally, the Employer proposes to implement market adjustments to the following classifications in order to bring benchmark positions in line with the comparator market, requiring subsequent adjustment to the appropriate Pay Grade schedules within each subsidiary agreement as follows:

- Program Services 3 and 4
- Correctional Service Worker 2
- Natural Resources 6 to 9
- Human Services Worker 5 and 6

47.01 This Agreement shall be effective from the first day of the bi-weekly period following the date of signing until March 31, **2024** ~~**2020**~~, and shall remain in effect thereafter until a replacement agreement is established.

ARTICLE 48
PRINTING OF AGREEMENTS

Proposal:
With the uptake of online versions of the collective agreement, the Employer proposes to no longer print copies for every individual who requests one. Rather, if either the Employer or the Union would like to have some hard copies printed, that party would bear the full cost of such printing and distributing.

48.01 **If either the Employer or the Union requires hard copies of the collective agreement printed, that party would bear the full cost of such printing and distributing.**

~~Each Party agrees to pay one half (1/2) the cost of printing sufficient copies of the Master Agreement and subsidiary agreement to each individual who requests one.~~

~~48.02 Each Party further agrees to pay the full cost of printing additional copies that they order.~~

ARTICLE 50
HARASSMENT AND DISCRIMINATION

Proposal:
The Employer proposes to update the definitions used within the article and also confirm the delineation between harassment and the employer's managerial responsibilities.

50.01 The Employer, Union and Employees are committed to having a safe and respectful workplace where discrimination, harassment and bullying will not be tolerated.

50.02 There shall be no discrimination, harassment, coercion or interference by either party in respect of an Employee by reason of race, religious beliefs, color, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation, or political affiliation of that Employee.

50.03 Workplace Harassment, ~~Workplace Bullying~~ **Sexual Harassment** and Workplace Violence are defined in the Employer's Respectful Workplace Policy as follows:

(a) ~~Workplace Harassment is any unwelcome conduct by an individual or group of individuals that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonable to have known would cause offence or harm.~~

Workplace harassment is objectionable or unwelcome conduct by an employee, that the employee knew or ought reasonably to have known would harm or cause offence, humiliation, degradation, or embarrassment, or which generally causes a hostile, intimidating, or abusive work environment or otherwise adversely affects the health and safety of an employee. Workplace harassment includes bullying, which is a form of harassment.

Harassment can also be a form of discrimination when it relates to a person's race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, sexual orientation or political affiliation, or any other protected ground of discrimination included in the *Alberta Human Rights Act*.

While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

Reasonable conduct and feedback by supervisors and managers relating to the management and performance of employees is not workplace harassment.

(b) ~~Workplace Bullying is a repeated pattern of negative behaviour aimed at a specific person or group.~~

Sexual harassment means any single or repeated incidents of objectionable or unwelcome conduct of a sexual nature, that an employee knows or ought reasonably to know would cause offence, humiliation, degradation, embarrassment or would reasonably be understood to place a condition of a sexual nature on the employment relationship. Sexual

harassment is a form of sexbased discrimination. While harassment often involves a pattern of behaviour, in some circumstances, a single incident may be severe enough to constitute harassment.

(c) Workplace Violence is threatened, attempted, or actual conduct of a person that causes or is likely to cause physical **or psychological** injury **or harm and includes domestic or sexual violence**.

50.04 A complain of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted to the Employer. The Employer shall conduct an investigation in accordance with Respectful Workplace Policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement form the Union is received.

50.05 Notwithstanding Clause 50.04, should an Employee have reasonable rationale not to use the Respectful Workplace Policy to file a complaint, an Employee shall have access to Article 29 to resolve their issue.

50.06 If natural justice of procedural fairness has not been followed or if the outcome for the complainant under the Respectful Workplace Policy was not reasonable, an Employee shall have access to Article 29 to resolve the issue.

50.07 This Article does not affect the operation of a bona fide pension plan or terms or conditions of a bona fide group insurance plan. Further this Article also does not apply with respect to refusal, limitation, specification or preference based on a bona fide occupational requirement.

50.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of harassment or discrimination. Frivolous complaints or false allegations maybe dealt with according to the Respectful Workplace Policy.

50.09 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act*.

ARTICLE 51
RECRUITMENT, SELECTION AND APPOINTMENT

Proposal:
Housekeeping clean up to remove the original implementation date for the article.

51.01 ~~Effective April 24, 2019, w~~ **W**hen a new Permanent or Temporary position is created or when a vacancy occurs, and the Employer intends to fill through competition the Employer shall post the position(s). Such postings shall be posted electronically for not less than seven (7) calendar days.

The posting shall contain the following information:

(a) competition type (departmental*, limited or open);
(b) location(s) of the position, for information purposes only;
(c) summarized duties and responsibilities;
(d) qualifications and/or competencies, as required;
(e) employment status (Permanent or Temporary and Full-time or Part-time);
(f) classification(s);
(g) hours of work;
(h) rate(s) of pay; and
(i) if a Temporary Position, the anticipated duration.

* *Notice of departmental competitions shall be via email to all Employees of the appropriate Department or by posting to the Department's internal or the Government's external website.*

51.02 (a) When filling new positions or vacancies, the determining factors shall be knowledge, ability, experience and other relevant attributes.

(b) Subject to 51.02(a), wherever possible preference shall be given to in-service applicants in order to establish a career service and to provide incentive and reward for good work performance and self-development.

51.03 Candidates who are unsuccessful on a competition, but are certified as qualified for the position, may be considered for positions in the same or a lower class for a period of six (6) months unless a longer period is mutually agreed between the Parties. Using these candidates to fill additional vacancies that may occur within the six (6) month period shall be deemed not to be a violation of this Article.

51.04 An Employee promoted to a class with a higher maximum salary will normally receive a one-increment increase in salary. The one-increment increase is calculated by moving from one pay period to the next within the same pay grade, or by moving two pay grades higher to the same pay period, as may be appropriate. The Employer may approve an increase greater than one increment in consideration of the factors that determine salary when an employee is promoted.

When an Employee moves from a class with no pay grade assignment to a class with a pay grade, the salary will be placed at a period in the new grade that provides a minimum four per cent (4%) increase.

51.05 Hiring practices resulting from the duty to accommodate and other ameliorative selection practices shall be deemed not to be a violation of this Article.

ARTICLE 52
CLASSIFICATION

Proposal:
The Employer proposes to clarify terminology regarding the first level of classification appeal as well as revise the retroactivity date to the date that an approved job description is reached.

52.01 The Employer will provide each Employee a copy of their job description or list of duties upon commencement of employment or on request.

New Classifications

52.02 When the Employer creates a new Bargaining Unit classification, the new classification will be included within the scope of this Collective Agreement provided that:

(a) the Parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or

(b) the Alberta Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.

52.03 (a) When a new classification is created in accordance with Article 52.02, for which there is no rate(s) of pay in this Collective Agreement, the Employer may establish an interim rate(s) of pay in the appropriate Subsidiary Agreement and will provide written notice to the Union of the new classification and the proposed rate(s) of pay for such classification.

(b) If the Union disagrees with the proposed rate(s) of pay, it will provide written notice to the Employer including rationale and the Union's proposed rate(s) of pay within fourteen (14) calendar days from the date of the Employer's notice.

(c) If the Parties are not able to agree to the rate(s) of pay within fourteen (14) calendar days of the Union's notice in 52.03(b), the Union may refer the rate(s) of pay to Arbitration of the Grievance Procedure. If the Union does not refer the matter to Arbitration within the stated time or provides written agreement to the proposed rate(s) of pay, the position of the Employer shall be implemented.

(d) If the interim rate(s) of pay is amended as a result of review or Arbitration, the amended rate(s) of pay shall be effective from the date the Employer provided notice of the new classification in accordance with 52.03(a).

(e) It is understood that the Employer's decision in respect to the classification title shall not be subject to Arbitration.

Classification Reviews

52.04 (a) An Employee who believes they are improperly classified due to a substantial change in job duties and at least six (6) months have elapsed since the last review, may request a classification review by submitting their rationale for the proposed change in classification and, if applicable, any proposed changes to the job description to their manager, with a copy to Human Resources.

(b) Within thirty (30) work days, unless otherwise agreed to between the manager and Employee, the manager will provide an approved job description along with the Employee's rationale to Human Resources, with a copy to the Employee. Human Resources will review the request and notify the Employee and management of the results within sixty (60) work days of receipt of the approved

position description, unless otherwise agreed to between the Parties.

(c) An Employee not satisfied with the results of the Human Resources review can appeal the decision through the ~~departmental appeal~~ **first level of appeal** process as per the Public Service Commission directives.

(d) An Employee not satisfied with the ~~departmental review classification~~ **first level of appeal** decision, may request in writing, within fifteen (15) work days, that their position classification be reviewed by the Classification Appeal Board. The Classification Appeal Board decision is final and binding on the Employer and the Employee. A classification decision shall not be subject to Article 29, the Grievance Procedure.

(e) The classification decision will be effective from the first bi-weekly pay period following the date the ~~original request~~ **approved job description** was submitted to Human Resources in accordance with 52.04~~(a)~~**(b).**

52.05 The Classification Appeal Board will be comprised of three (3) members enacted by Ministerial Order: one (1) member appointed by the Union, one (1) member appointed by the Employer, and a third member who shall act as Chairperson. The Parties shall agree to a roster of Chairpersons to be utilized for appeals.

ARTICLE 53
CONTRACTING OUT

Proposal:
The Employer proposes to transition to a notification process and eliminate the specific timeline from the contracting out article.

~~53.01 The Employer will not contract out services that will result in the loss of Permanent encumbered Bargaining Unit positions without meaningful consultation and discussion with the Union.~~

53.~~02~~ **01** The Union shall be provided ~~at least ninety (90) days'~~ notice prior to **contracting out services that will result in the loss of Permanent encumbered Bargaining Unit positions.** ~~when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.~~

53.~~03~~ **02** The Employer agrees that it will disclose to the Union the nature of and rationale for the initiative, scope and potential impacts on Employees and any anticipated timeframe for the initiative.

53.~~04~~ **03** During the ~~consultation~~ **notice period,** the Parties shall discuss the reasons for and possible alternatives to the contracting out initiative including efforts to maximize the use of Bargaining Unit Employees by examining potential retraining and redeployment opportunities.

53.~~05~~ **04** The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon such a request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.

53.~~06~~ **05** The application of the processes in this Article are subject to the Grievance Procedure in Article 29. The outcome of the process in this Article is not subject to the Grievance Procedure.

ARTICLE 54
WORKLOAD

Proposal:
The Employer proposes to add an assessment period between stages of the process for the parties to assess the effectiveness of solutions prior to escalating concerns to subsequent levels.

54.01 Preamble

(a) The Parties recognize the importance of discussions regarding workload. Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors. Excessive workloads are of concern to Employees, the Union and the Employer.

(b) Workload may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive.

(c) The Workload Review Process is intended to address excessive work assigned by the Employer. Excessive workloads are systemic and unmanageable workloads that span extended periods of at least 30 days.

(d) The Workload Review Process is not intended to prevent the Employer from addressing performance management issues.

(e) Throughout the Workload Review Process, the parties involved will look for ways to improve processes, create efficiencies, and assess resources available to respond to workload issues.

54.02 Workload Review Process

(a) Stage 1 - Manager
Where an Employee or group of Employees is concerned they cannot meet their direct supervisor's workload expectations and believe their workloads are excessive as per Article 54.01(c), the Employee or group of Employees may raise the concern to the Manager, equivalent position, or designate in writing. The Manager, equivalent position, or designate shall meet with the Employee or group of Employees within fourteen (14) days of the concern being raised to discuss and resolve the concern. The Manager shall provide a reply in writing.

Where the Manager is satisfied that the concern meets the definition of an excessive workload in Article 54.01(c) and establishes a plan to address the workload concern, an assessment period of at least six (6) months shall occur to assess the effectiveness of the plan. During an assessment period, the workload concern shall not be advanced to Stage 2 of the Workload Review Process.

(b) Stage 2 - Director
If the Manager and the Employee or group of Employees are unable to resolve the concern at Stage 1, the Union may submit the matter in writing to the appropriate Director, equivalent position, or designate within seven (7) days of receipt of the reply at Stage 1 **or, where an assessment period in Stage 1 has been established, at the conclusion of the assessment period**. If satisfied that the concern meets the definition of excessive in Article 54.01(c), the Director, equivalent position, or designate shall meet with the Employee or

group of Employees within fourteen (14) days of the concern being raised to discuss and resolve the concern. The Director shall provide a reply in writing within fourteen (14) days of the Stage 2 meeting.

Where the Director is satisfied that the concern meets the definition of an excessive workload in Article 54.01(c) and establishes a plan to address the workload concern, an assessment period of at least six (6) months shall occur to assess the effectiveness of the plan. During an assessment period, the workload concern shall not be advanced to Stage 3 of the Workload Review Process.

(c) Stage 3 - Workload Review Committee

(i) Each Department will establish at least one (1) Workload Review Committee. At the Deputy Minister's discretion, additional Workload Review Committees may be established. Workload Review Committees shall be made up of two members: one (1) Employer representative, appointed by the Employer; and one (1) Union representative, appointed by the Union.

(ii) If the Employee or group of Employees is not satisfied with ~~the reply~~ at **the conclusion of the assessment period in** Stage 2 the Union may, within seven (7) days of ~~receipt of the reply~~ **the conclusion of that assessment period in Stage 2**, submit the workload concern in writing to the Office of the appropriate Deputy Minister, who shall assign the review to the appropriate Workload Review Committee.

(iii) The Workload Review Committee shall meet and attempt to reach a consensus recommendation. In the event that the Committee is unable to reach consensus on all items, the Committee shall make a joint recommendation on the items on which consensus has been reached; each Committee member will make separate recommendations on any items where consensus was not reached, all to be provided to the Deputy Minister within thirty (30) days.

(iv) The Deputy Minister, after considering the recommendations, shall make a final and binding decision regarding the workload concern, and convey the decision and rationale, in writing, to the Employee or group of Employees within fourteen (14) days of receipt of the recommendations of the Workload Review Committee.

54.03 General

(a) The time limits in the Workload Review Process may be adjusted by mutual agreement of the Parties.

(b) A representative of the Union may assist an Employee or group of Employees during the Workload Review Process.

(c) The application of the processes in this Article are subject to the Grievance Procedure in Article 29. The outcome of the Workload Review Process is not subject to the Grievance Procedure set out in Article 29.

(d) This Article does not apply to Employees of Subsidiary Agreement #006 to whom Letter of Intent #2 (Workload Appeal Process) applies.

ARTICLE 55

COMPASSIONATE CARE LEAVE

Proposal:
Discuss the Employer's interpretation and application of provisions relating to the termination of benefits upon employees failing to pay premiums during unpaid leaves (as addressed in clauses 34.05, 35.01(h), 40.04, 40A.10, 46.03, and 55.05/06).

55.01 An Employee who is eligible for compassionate care benefits under Employment Insurance legislation and who has completed ninety (90) consecutive days of employment shall be granted up to twenty-seven (27) weeks of leave without pay to provide care or support for a qualified relative in the end-stage of life. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.

55.02 Employees may be required to submit to the Employer proof demonstrating the needs for Compassionate Care Leave.

55.03 An Employee requesting such leave shall provide at least two (2) weeks' written notice of the start date of the leave, unless emergency circumstances require a shorter period.

55.04 An Employee returning to work shall provide at least two (2) weeks' written notice of their intent to return to work; however, where appropriate and operationally feasible, the Employee and Employer may agree to a shorter notice period.

55.05 An Employee who, at the commencement of Compassionate Care Leave, is participating in the Government Employees' Prescription Drug Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered**, subject to Articles 34.05 and 35.01(h),** under these Plans throughout the total period the Employee is on the leave, and the Employer and Employee premium contributions shall continue.

~~55.06~~ In advance of any such leave ~~and subject to Articles 34.05 and 35.01(h)~~, the Employee shall make arrangements to ensure the Employee's share of benefit premiums are paid each pay period when due for the duration of the leave.

SUPPLEMENT I
INSTITUTION FIRE PREVENTION AND CONTROL FIREFIGHTERS
SCHEDULE OF REMUNERATION

Proposal:
The Employer proposes to move Supplement I to be combined with Article 30.

~~(1) A Firefighter shall be paid:~~

~~(a) $35.00 for each tour of fire watch duty; and~~

~~(b) $20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.~~

~~(2) A Driver shall be paid:~~

~~(a) $50.00 for each tour of fire watch duty; and~~

~~(b) $20.00 for each attendance at two (2) compulsory practice fire drills every month, outside of scheduled working hours.~~

~~(3) A Crew Chief shall be paid:~~

~~(a) $65.00 for each tour of fire watch duty; and~~

~~(b) $20.00 for each attendance at two (2) compulsory fire drills every month, outside of scheduled working hours.~~

~~(4) A Fire Captain or Deputy Chief, when assigned the duties of the Fire Chief in the Fire Chief's absence due to holidays or other circumstances, shall be paid at the rate of $20.00 for each complete day on duty.~~

~~(5) A Firefighter, Driver or Crew Chief shall not receive any additional payment for attending more than two (2) compulsory fire practices during a month.~~

~~(6) A Fire Prevention Officer shall be remunerated at the rate of $43.68 for each complete bi-weekly pay period worked in areas where necessary. For absences due to vacation, illness, or other circumstances, the bi-weekly rate shall be pro-rated accordingly.~~

~~(7) The Executive Director, the Medical Superintendent, or the Business Manager, of the hospital involved and the Physical Plant Manager shall allow all possible firefighting staff on normal work duty to respond to a fire alarm without loss of pay in order to assure an available crew to fight fire during those hours when there is not a scheduled crew on stand-by.~~

~~(8) At Michener Centre, Red Deer; where the Firefighters return to the institution and are housed in the Fire Hall or other Government provided on-site accommodation away from their regular domicile, an extra remuneration of $40.00 shall be paid to each Firefighter for each tour of Fire Watch Duty.~~

SUPPLEMENT ~~II~~ I
HOURS OF WORK ~~AND FLEXIBLE~~ AVERAGING AGREEMENTS AND FLEXIBLE HOURS AGREEMENTS

Proposal:
As Flexible Averaging Agreements no longer exist within the Employment Standards Regulation, the Employer proposes to update provisions to refer to flexible hours agreements while re-implementing the 10-hour monthly carryover allotment.

(1) This Supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any Hours of Work Averaging Agreement or ~~Flexible Averaging Agreement~~ **flexible hours agreement.**

(2) The Parties agree that Employees and the Employing Department may examine the feasibility of entering into Hours of Work Averaging Agreements. ~~Flexible Averaging Agreements~~ **flexible hours agreements** can only be requested by Employees. Provided that services are not adversely affected and there are no operational difficulties, the Employing Department may implement a**n** Hours of Work Averaging Agreement or ~~Flexible Averaging Agreement~~ **flexible hours agreement** but participation by an Employee in such systems shall be voluntary.

(3) The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into ~~Flexible Averaging Agreements~~ **flexible hours agreements**, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of the Employing Department.

(4) An Employee and the Employing Department may enter into ~~a Flexible Averaging Agreement~~ **a flexible hours agreement** in accordance with **provisions of Overtime Agreements under** the Employment Standards ~~Regulation~~ **Code. An Employee participating in a flexible hours agreement will be allowed to bank up to a ten (10) hour carry over per month, and regular bi-weekly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employing Department. An Employee may not accumulate a bank in excess of ten (10) hours per month.**

(5) In the event the Hours of Work Averaging Agreement or ~~Flexible Averaging Agreement~~ **flexible hours agreement** does not result in the provision of a satisfactory service to the public, or is deemed by the Employing Department to be impractical for other reasons, the Employing Department may require a return to regular times of work in which case Employees shall be provided advance notice of thirty (30) calendar days.

(6) An Employee who is working according to Hours of Work Averaging Agreement or ~~Flexible Averaging Agreement~~ **flexible hours agreement** may opt for regular times of work by providing the Employing Department advance notice of one (1) week.

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

(8) Where applicable these provisions shall have force and effect in lieu of Articles 16 and 17 of

this Master Agreement.

ADDENDUM I

Proposal:
Renew existing Addendum with no change.

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

LETTER OF UNDERSTANDING #1

TERMS OF REFERENCE
ARTICLE 49 - EMPLOYEE BENEFITS COMMITTEE

Proposal:
Renew LOU with no changes.

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

A. The Committee shall be composed of:

1. Four (4) Government representatives to be appointed by the Public Service Commissioner.
2. Four (4) Union representatives to be appointed by the President of the Union.
3. The Parties may each appoint an alternate to serve in the absence of a regular member.
4. The Parties shall each appoint a Co-Chairperson.

B. The Committee shall meet at least once per year or as it deems necessary to deal with the following topics as they relate to Bargaining Unit Group Life Insurance, Long Term Disability, Group Dental, Group Prescription Drug Plan, Group Extended Medical Benefits Plan, or any other alternatives which may be agreed to by the Committee:

1. Review annual financial and statistical statements.
2. Monitor premium accounts with respect to coverage, surpluses or deficits.
3. Recommend on administrative matters raised by the Parties.
4. Provide consultative advice on contract terms and conditions of the Plans to their respective principals.

C. If the Parties, by mutual agreement, give the Committee authority to formulate recommendations for policy changes to a Plan, or to recommend changes to the benefits within its Terms of Reference, the Committee will make recommendations for the consideration of the Government and the Union. All recommendations must be achieved by consensus of the Committee, and prior to any implementation the normal ratification process will take place.

D. The Committee may have the Consultant to the Plan(s) and representatives of the Insurers and Administrative Agencies present at its meetings to provide information to the Committee.

E. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

LETTER OF UNDERSTANDING #2

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

Proposal:
LOU Expired.

1. ~~The Parties agree that the terms and conditions of the Master Agreement, Subsidiary Agreements and any letters of understanding or intent between the parties reflect the Parties intentions, the uniqueness of the work environments and are reasonable in the circumstances.~~

2. ~~The Parties agree to continue the joint request that the Director of Employment Standards, under the Director's authority according to Section 74 of the Employment Standards Code, grant an exemption from all of the provisions of the Employment Standards Code from the date the Employer became bound by the Code as they relate to continuous operations as follows:~~

   ~~Master Agreement Articles 16, 17, 18, and 18A, hours of work and overtime provisions contained in the Subsidiary Agreements, and any provisions relating to shift schedules.~~

3. ~~The Parties agree that their request to the Director of Employment Standards will include a request that if the Director receives a complaint under the Employment Standards Code from an Employee covered by the Collective Agreement, subject to the Employment Standards Code and Regulation and where the Director determines it to be appropriate, the Director will allow the Parties a period of 120 days to discuss the resolution of the complaint prior to issuing a ruling.~~

4. ~~The Parties agree to meet within 30 days of any new Regulation related to permits and schemes of employment under the Employment Standards Code to review the provisions noted in clause 2 of this Letter of Understanding for the purpose of making a joint request to the Director of Employment Standards.~~

LETTER OF UNDERSTANDING #3

SEPARATION PAYMENT FOR RESTRUCTURING

Proposal:
Renew LOU with no changes.

The Parties are entering into a Letter of Understanding to provide a Separation Payment to Employees.

The Parties agree:

1. During the term of this Letter of Understanding the Separation Payment as outlined in the attached Schedule available as an alternative to and if selected by an Employee whose position is abolished, in lieu of the provisions of Article 15 of the Master terms of the Collective Agreement entered into between the Parties. The Separation Payment will not be available for Employees for whom the Employer has arranged ongoing employment within the general service or with any other employer.
2. The Separation Payment will be available for permanent Employees with at least one (1) year of continuous employment with the Employer. Eligible Employees will be entitled to receive Separation Payment at their regular rate of pay according to the attached Schedule.
3. Where the Employee has made an election to accept the Separation Payment, the election shall not be altered without the agreement of the Employee and the Deputy Minister. Separation shall occur at a time selected by the Deputy Minister. Employees shall make their election for Separation Payment within twenty-eight (28) calendar days of the receipt of a position abolishment notice.
4. In addition to paragraphs 1 and 2, Employees who have not received notice of position abolishment may request the Separation Payment. Such offers may but will not necessarily result in an offer of the Separation Payment by the employing department to that Employee. Offers are subject to operational requirements as determined by the Deputy Minister of the employing department, whose decision is final and cannot be challenged. Employees who request the Separation Payment if approved by the employing department under this paragraph are required to resign at a time acceptable to the employing department.
5. Employees accepting the Separation Payment are required to sign an agreement in the attached form.
6. This Letter, including the attached Schedule, does not form part of the Collective Agreement and if concerns arise with respect to the Separation Payment, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
7. This Letter of Understanding, including the attached Schedule, shall be effective the date of signing and shall remain in effect as provided in Article 47 of the Master terms.
8. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.
9. The Parties will meet at the request of either party at any time to consider issues related to position abolishments, which may occur following the expiry of this Letter.

SCHEDULE - SEPARATION PAYMENT

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

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

STANDARD SEPARATION PAYMENT FOR RESTRUCTURING TERMINATION AGREEMENT FOR BARGAINING UNIT EMPLOYEES

AGREEMENT DATED _____, 20__

BETWEEN:

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

_____

(THE 'EMPLOYER')
- and -

_____

(THE 'EMPLOYEE')

WHEREAS the Employee is presently employed by the Employer.

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

THEREFORE, the Parties agree as follows:

1. The Employee hereby resigns from employment with the Employer effective _____, 20___.

2. The Employer will pay as a severance payment to the Employee the sum of $_____, less any withholdings required by law.

3. If during the period _____ to _____ the Employer or a "Provincial Agency" as defined in the *Financial Administration Act*:

   (a) employs the Employee on a full or part time basis, or

   (b) retains the Employee, either directly or indirectly, on a fee for service basis

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

4. In consideration of the payment referred to in paragraph 2, the Employee hereby:

   (a) waives any and all rights the Employee may have under the terms of the Collective Agreement between the Government of the Province of Alberta and A.U.P.E. arising in any way from the termination of the Employee's employment;

   (b) releases the Employer, its officers and Employees from any and all claims which the Employee may now or in the future have arising out of the Employee's employment with the Employer or the termination of such employment.

5. It is understood that the waiver and release contained in paragraph 4 does not apply to any benefits to which the Employee is entitled by virtue of the Employee's participation in the Public Service Pension Plan.

6. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressed.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, as represented by the Ministry of:

_____

Witness	Authorized Signatory
	Name and Title of Authorized Signatory
Witness	EMPLOYEE

APPROVED AS TO FORM AND CONTENT:

PER: HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the President of the Treasury Board, Minister of Finance through the Public Service Commissioner	HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Justice and Solicitor General
Authorized Signatory	Authorized Signatory
Name and Title of Authorized Signatory	Name and Title of Authorized Signatory

LETTER OF UNDERSTANDING #4

SEPARATION FOR TEMPORARY EMPLOYEES AND 2850 HOUR WAGE EMPLOYEES

Proposal:
Renew LOU with no changes.

The Parties agree:

1. Temporary Employees and 2850 Hour Wage Employees who meet the requirements of Subclause 4.06(a) of the Master Agreement and who have at least two years of continuous employment will be eligible for 1.5 weeks (calculated pursuant to Section 3 below) working notice of termination of employment for each complete year of service to a maximum of 25 weeks. The Employer may provide pay in lieu of all or part of this notice period for eligible Employees. The two year continuous employment period must immediately precede the date that the Employee's employment is ending.
2. Where a 2850 Hour Wage Employee has not been given notice pursuant to Section 1, and has not been called in to work for 60 calendar days, the Employee has the option to request pay in lieu of notice pursuant to Section 1, or alternatively, to stay on the Employer's casual wage lists.
3. The weekly salary for determining pay in lieu of notice will be calculated by averaging the Employee's weekly earnings over the one year period prior to the last date worked.
4. Employees who receive pay in lieu of notice will be required to sign an agreement in the attached form.
5. This Letter does not form part of the Collective Agreement and if concerns arise with respect to the notice or pay in lieu of notice, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
6. This Letter of Understanding shall be effective the date of signing and shall remain in effect as provided in Article 47 of the Master terms.
7. This Letter of Understanding may be cancelled at any time with the mutual agreement of both Parties.
8. Where there is a conflict between this Letter of Understanding and Sub-clause 4.06(a) of the Master Agreement then this Letter of Understanding shall take precedence.

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

AGREEMENT DATED _____, 20__

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE

PROVINCE OF ALBERTA, AS REPRESENTED BY

_____

(EMPLOYER)

- and -

_____

(THE 'EMPLOYEE')

WHEREAS the Employee is presently employed by the Employer.

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

THEREFORE, the Parties agree as follows:

1. The Employee hereby resigns from employment with the Employer effective _____, 20__.
2. The Employer will pay as a severance payment to the Employee the sum of $_____, less any withholdings required by law.
3. If during the period _____ to _____ an Employer or a "Provincial Agency" as defined in the Financial Administration Act:
   (a) employs the Employee on a full or part time basis, or
   (b) retains the Employee, either directly or indirectly, on a fee for service basis the gross amount, including lawful deductions made at source, paid to the Employee directly or indirectly by the Employer or Provincial Agency during such period, less any lawful deductions made at source, shall be paid by the Employee to the Employer forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the gross amount, paid by the Employer to the Employee pursuant to paragraph 2.
4. In consideration of the payment referred to in paragraph 2, the Employee hereby:
   (a) waives any and all rights the Employee may have under the terms of the Collective Agreement between the Government of the Province of Alberta and A.U.P.E. arising in any way from the termination of the Employee's employment;
   (b) releases the Employer, its officers and Employees from any and all claims which the Employee may now or in the future have arising out of the Employee's employment with the Government of Alberta or the termination of such employment.
5. It is understood that the waiver and release contained in paragraph 4 does not apply to any

benefits to which the Employee is entitled by virtue of the Employee's participation in the Public Service Pension Plan.

6. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressed.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA, as represented by the Ministry of:

_____

Witness	Authorized Signatory
	Name and Title of Authorized Signatory
Witness	EMPLOYEE

APPROVED AS TO FORM AND CONTENT:

PER: HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the President of the Treasury Board, Minister of Finance through the Public Service Commissioner	HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA as represented by the Minister of Justice and Solicitor General
Authorized Signatory	Authorized Signatory
Name and Title of Authorized Signatory	Name and Title of Authorized Signatory

LETTER OF UNDERSTANDING #5

PAYOUT OF ANNUAL VACATION

Proposal:
Renew LOU with no changes.

The Parties agree:

1. Notwithstanding Clause 37.12 of the Master Agreement, an Employee may request a payout of earned vacation up to the amount exceeding two (2) years of current vacation entitlements;
2. An Employee who has been approved for an advance payment of group life insurance due to terminal illness may request a payout of all earned annual vacation.
3. The request is subject to the approval of the Employer.
4. This Letter of Understanding shall remain in effect as provided in Article 47 of the Master Agreement.

LETTER OF UNDERSTANDING #6

6 AND 3 WORK SCHEDULES

Proposal:
Renew LOU with no changes.

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

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

Option A 6 and 3 Scheduling

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

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

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

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

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

Option B 6 and 3 Scheduling

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

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

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

- Employees shall work in addition to the normal daily hours an extra half hour as determined by the Employer, every work day, including paid holidays, to make up all or a portion of the shortfall of annual hours of work.
- The remainder of the shortfall should this occur for an Employee due to the exigencies of the schedule, will be recovered in the following manner:
    1. by using earned vacation leave;
    2. by using earned time in lieu for working paid holidays;
    3. by using earned time in lieu for attending training or working hours in addition to the daily or weekly hours as approved by the manager;
    4. by using banked overtime (earned);
    5. by taking a deduction in salary.

- Should an Employee be absent on casual illness, special leave, paid vacation, paid holiday or time off with pay for Union business, the Employee shall be credited with the half-hour per day towards the annual hours as if they had been at work.
- Absences resulting in the accessing of general illness benefits, W.C.B. supplement, or L.T.D.I. benefits will not receive credit for the half-hour but will have the days of absence deduction from the required work days in the year before payback days are calculated.

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

LETTER OF UNDERSTANDING # 7

~~HEALTH~~ FLEXIBLE SPENDING ACCOUNT

Proposal:
Revise the letter of understanding bringing the spending account in line with comparators, prorating entitlements for employees who start in the bargaining unit after April 1st and administrative updates.

~~1. Effective April 1, 2019 a sum of $900 shall be allocated by the Employer to the eligible Employee's Health Spending Account (HSA). Eligible Employees who commence employment after April 1 shall be entitled to claim HSA expenses from their date of commencement.~~

~~2. The HSA year is from April 1 to March 31. Any unused allocation in an Employee's HSA at the end of the HSA year will be carried forward to the next HSA year. The unused allocation cannot be carried forward beyond one (1) HSA year. Any unused funds after the second year are forfeited back to the Employer in accordance with the *Income Tax Act*. Outstanding expenses which exceed the annual HSA allocation shall not be carried forward to the next HSA year.~~

~~(a) Any unused allocation in an Employee's Health Spending Account as of March 31, 2020 may be carried forward for a maximum of one (1) fiscal year, however must remain as a Health Spending Account.~~

~~3. The HSA may be utilized by Employees for the purpose of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.~~

~~4. If the Employer contracts with a service provider for the administration of the HSA, the administration of the HSA shall be subject to and governed by the terms and conditions of the applicable contract for services.~~

~~5. The HSA shall be implemented and administered in accordance with the *Income Tax Act* and all applicable regulations and guidelines.~~

~~6. Effective March 31, 2020, the Employer will broaden the current Health Spending Account (HSA) to a Flexible Spending Account (FSA) as described below.~~

Flexible Spending Account (FSA)

1. (a) ~~A FSA shall be implemented for all Employees eligible for the current HSA.~~

~~(b)~~ The Employer shall allocate a sum of ~~nine hundred dollars ($900.00)~~ **eight hundred and fifty dollars ($850.00)** per eligible Employee to a FSA effective April 1st of each year, beginning April 1, 2020. Eligible Employees who commence employment after ~~April 1, 2020~~ **April 1st of the plan year, shall have their allotment prorated based on the number of full months remaining in the plan year; however,** shall be entitled to claim FSA expenses from their date of commencement.

2. Utilization

The FSA may be used for the following purposes:

(a) Reimbursement for expenses associated with professional development including:

(i) tuition costs or course registration fees;

(ii) travel costs associated with course attendance;

(iii) professional journals;

(iv) books or publications; and

(v) software.

(b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.

(c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans.

(d) Contribution to a self-directed Registered Retirement Savings Plan or Tax Free Savings Account.

(e) Wellness expenses, include fitness and sports activities but exclude fitness and sports equipment and apparel.

(f) Family care including day care and elder care.

3. Allocation

(a) An allocation date will be determined in conjunction with the benefit provider. By that date each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent fiscal year. If an Employee chooses to split allocations between taxable and non-taxable accounts, there shall be a minimum allocation of $100 to either account.

(b) Any unused allocation in an Employee's FSA as of March 31st of each year may be carried forward for a maximum of one (1) fiscal year.

(c) Employees who are laid off or abolished after April 1st in the year in which the funds are available, shall maintain access to the fund for two months following the date of the layoff or abolishment.

(d) Eligible expenses will be reimbursed upon submission of required claim information.

4. Implementation

(a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

(c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

LETTER OF UNDERSTANDING #8

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

Proposal:
Renew existing LOU with no change.

1. The Paid Up Life Insurance Plan will continue to operate as currently established until March 31, 2012, after which the policy of insurance (43932GL) will not be renewed.

2. Eligible Employees who terminate or retire on or before March 31, 2012 will receive a paid up life insurance certificate.

3. New Employees who commence on or after April 1, 2012 are not eligible for the Paid Up Life Insurance Plan.

4. In accordance with the current plan rules for determining eligibility, Employees who have not retired or terminated as of March 31, 2012 will be eligible for a paid up life insurance certificate based on their status and length of continuous service as of March 31, 2012. The certificate will be issued on termination or retirement of the Employee.

    a. Employees with less than 10 years of continuous government service as of March 31, 2012 who (at a future date) retire immediately into the Public Service Pension Plan (PSPP) will receive a $4,000 certificate.

        i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had less than 10 years of continuous government service will receive a $4,000 certificate.

    b. Employees who have between 10 and less than 20 years of continuous government service as of March 31, 2012 will receive a $5,000 certificate when they terminate or retire;

        i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had between 10 and less than 20 years of continuous government service will receive a $5,000 certificate.

    c. Employees who have 20 years or more of continuous government service as of March 31, 2012 will receive a $7,000 certificate when they terminate or retire.

        i. Employees who are over the age of 70 on March 31, 2012 and at age 70 had over 20 years of continuous government service will receive a $7,000 certificate.

5. The status of the reserve fund will be monitored and any future funding requirements until the plan has fully paid out the accrued benefits will be funded from core life insurance premiums. Any surplus remaining when benefits have been fully paid out will remain part of the core life insurance plan.

LETTER OF UNDERSTANDING #9

LEGAL FEES

Proposal:
Renew existing LOU with no change.

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

The Parties agree:

An Employing Department will pay for 2 hours of legal fees at Alberta Justice rates if an Employee is to be interviewed by an external agency at a criminal investigative interview that results from a matter arising during the course of their employment.

LETTER OF UNDERSTANDING #10

LEGAL INDEMNIFICATION

Proposal:
Renew existing LOU with no change.

Pursuant to section 2 of Order in Council 668/92 and the approval of Treasury Board, Her Majesty Queen in right of Alberta, subject to the terms and conditions applicable to indemnities under Section 1 of Order in Council 669/92 as amended from time to time, agrees to indemnify the following persons and their heirs and legal representatives:

1. Employees of the Crown, for acts undertaken in the course of their employment or at the request of the Crown; and

2. Former Employees of the Crown, for acts undertaken in the course of their employment or undertaken during or after the employment at the request of the Crown;

against all costs, charges and expense, including amounts paid to settle actions or satisfy judgements reasonably incurred by them in respect of civil, criminal or administrative actions or proceedings to which they are made a party by reason of having acted in the course of their employment or at the request of the Crown.

Any difference arising out of the interpretation, application, operation or any contravention or alleged contravention of the Letter of Understanding shall be fully subject to the Grievance Procedure described at Article 29 up to and including Level 3 – Arbitration.

LETTER OF UNDERSTANDING #11

NORTHERN TRIPS

Proposal:
Renew existing LOU with no change.

The Parties agree:

1. Permanent and Temporary Employees who are employed and reside in locations north of the 57th parallel are eligible for up to two (2) Employer paid return trips from their home location to Calgary (or an alternate urban location between their location and Calgary). Reimbursement and payment of costs shall be treated as a taxable benefit.

2. Permanent and Temporary Employees on a leave of absence are not entitled to the Northern Trips during the period of their leave.

3. A Temporary Employee must have a minimum of a one year term in each year to qualify for two return trips. For a term of less than one year their ministry may provide one return trip.

4. The Employer will pay the cost of a return trip from their home location to Calgary (or alternate urban location) for the Employee and their eligible dependent(s). An eligible dependent is one who meets the definition in the group benefit plans. The Employee must accompany their eligible dependent(s) on the trip. The Employee will be allowed to use one trip to bring an eligible dependent to the northern residence; in this instance Employees are not required to accompany their eligible dependent on the trip.

5. The Employee may utilize one of four options for the trip:

   (a) Commercial airline, ensuring the most economical and advanced booking rates are requested; or

   (b) Personal private vehicle; or

   (c) Other modes of commercial transportation (e.g. bus, rail, etc.).

6. If the employee chooses personal vehicle (option 5 (b) above) the reimbursement will be in accordance with the Other Use of Private Vehicle rate in Appendix A of the Travel, Meal and Hospitality Expenses Directive.

7. Scheduling of trips is subject to operational requirements and employees must receive prior approval from their supervisor.

8. The trip(s) must be taken by December 31 of each calendar year. Trips not taken by the end of the calendar year will not be carried over into the next year and are forfeited.

LETTER OF UNDERSTANDING #12

NORTHERN LEAVE

Proposal:
Renew existing LOU with no change.

The Parties agree:

1. Permanent and Temporary Employees who are employed and reside in locations north of the 57th parallel are eligible for up to five (5) paid Northern Leave days in addition to their current earned vacation entitlement.

2. Permanent and Temporary Employees on a leave of absence without pay are not entitled to the Northern Leave during the period of their leave.

3. Northern Leave days are earned at the rate of 5/12 of a work day for each full calendar month of eligible employment in the designated northern locations.

4. Northern Leave may be taken prior to it being earned; however, an Employee who takes the Northern Leave and subsequently resigns will be required to pay back the unearned portion of the leave. Pay back will be at the same salary rate that applied when the Employee took the Northern Leave.

5. All Northern Leave must be taken within the calendar year it is earned. Any Northern Leave earned but not taken by December 31 of the calendar year will be forfeited and not paid out or carried forward into the next calendar year.

6. Scheduling of Northern Leave is subject to operational requirements and Employees must receive prior approval from their supervisor.

LETTER OF UNDERSTANDING #13

ATTRACTION BONUS

Proposal:
Renew existing LOU with no change.

The Parties agree:

1. An Attraction Bonus of 25% of base pay will be paid on a quarterly basis over the first year of employment, less all lawful deductions, to individuals recruited to permanent salaried positions in Fort McMurray or locations north of the 57th parallel. The Attraction Bonus will be pro-rated for individuals recruited to temporary salaried full-time or part-time positions. The Attraction Bonus is non-pensionable compensation.
2. All external new hires to the Government of Alberta who are recruited to positions in any of the designated locations shall be eligible for the Attraction Bonus. All Government of Alberta Employees who currently work and reside outside of these designated areas and relocate to one of the designated locations are eligible for the Attraction Bonus.
3. An Employee will receive the Attraction Bonus one time only during the term of the Attraction Bonus program, regardless of their transfer to another position in one of the designated locations.
4. A two-year return service agreement must be completed between the Employee and the Ministry. If the Employee terminates prior to the expiry of the return service period, repayment of the Attraction Bonus on a pro-rated basis is required.

LETTER OF UNDERSTANDING #14

55th to 57th PARALLEL RETENTION ALLOWANCE

Proposal:
Renew existing LOU with no change.

The Parties agree:

1. Permanent and Temporary Salaried Employees who are employed and reside in locations between the 55th and 57th parallels, excluding those Employees eligible for the Fort McMurray allowance, are eligible to be paid a Retention Allowance in addition to their regular annual salary. The Retention Allowance is non-pensionable compensation.

2. An annual Retention Allowance payment of $6,000.00 per year will be paid in two (2) installments of $3,000.00 each to eligible Employees, less all lawful deductions. The Retention payment will be pro-rated based on the Employee's date of commencement. The payment will be made in two installments per year on the cheques for the bi-weekly pay periods that include March 31 and September 30 less all lawful deductions.

3. Employees must continue to be employed and reside between the 55th and 57th parallels, excluding those Employees eligible for the Fort McMurray Allowance, on the payment date. Payments will NOT be pro-rated if Employees are no longer employed and residing within the established boundary prior to the payment date with the following exceptions.

   The Allowance will be pro-rated only for Employees who relocate to another Government of Alberta worksite outside of the designated area due to an Employer initiated transfer; and

   The Allowance will be pro-rated for Employees who are on an authorized leave of absence without pay (e.g. maternity leave), and will be paid out upon the Employee's return to work between the 55th and 57th parallels.

LETTER OF UNDERSTANDING #15

COMMON INTEREST FORUM MEETINGS

Proposal:
The Employer proposes to have a discussion regarding the various committees/reviews under the collective agreement and reserves the right to submit its proposal on these LOUs at a later point in bargaining.

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING # 16

LONG TERM DISABILITY INCOME CONTINUANCE PLAN REVIEW

Proposal:
The Employer proposes to have a discussion regarding the various committees/reviews established under the last collective agreement and reserves the right to submit its proposal on these LOUs at a later point in bargaining.

Whereas the Parties have identified that the Long Term Disability Income Continuance Plan (LTD Plan) Letter of Understanding (LOU) is outdated and the Parties are committed to discussing and reviewing this matter;

The Parties agree as follows:

1. During the life of the Collective Agreement the Parties agree to review and update the existing "Letter of Understanding – LTD Plan" that was signed on August 19, 2009 and is currently still in effect.
2. The review shall commence with the Parties each appointing their representatives and communicating this to the other Party in writing. Each Party may appoint up to five (5) representatives, unless otherwise agreed by the Parties.
3. The Parties will meet to exchange and discuss their opening proposals within one (1) month from the date of signing of the Collective Agreement.
4. The Parties will meet as necessary to review proposals, working towards a recommended LOU that would replace the "Letter of Understanding – LTD Plan" signed on August 19, 2009. The Employer's and the Union's representatives will recommend the new LOU for approval to the Public Service Commissioner and the President of AUPE, respectively. This recommendation for approval will be made within six (6) months from the date in clause 3.
5. Timelines in this LOU may be extended with mutual agreement between the Parties.
6. Each Party will be responsible for their representatives' salary and any travel costs associated with these meetings.
7. The Parties will continue to follow the existing "Letter of Understanding – LTD Plan" signed on August 19, 2009 until a replacement is agreed to.
8. This LOU will remain in force until the recommended replacement LOU is signed.

LETTER OF UNDERSTANDING # 17

EMPLOYMENT SECURITY

Proposal:
LOU Expires.

~~The Parties share an interest in ensuring quality public services for Albertans. This letter of understanding shall provide Employment Security for Permanent Bargaining Unit Employees who deliver and support those services for the term identified herein.~~

~~The provisions of Article 12 Layoff and Recall and Article 15 Position Abolishment will be suspended for Permanent Bargaining Unit Employees and be replaced by the provisions contained below for the term of this letter of understanding.~~

~~Where the Employer determines that organizational restructuring is required that may impact encumbered positions in the Bargaining Unit, the Parties agree:~~

~~1. There will be no involuntary loss of employment for Permanent Bargaining Unit Employees, as a result of organizational restructuring.~~

~~2. To achieve the preceding, the Parties recognize that:~~

~~(i) adjustments in the workforce may occur through attrition and redeployment,~~

~~(ii) all retention options will be explored, and~~

~~(iii) Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or Permanent position status (Full-time or Part-time) any shortfalls will be remedied.~~

~~The provisions agreed to in this letter of understanding shall have effect on the date of ratification of the collective agreement and shall remain in effect until March 30, 2020.~~

LETTER OF UNDERSTANDING # 18

LAYOFF AND RECALL

Proposal:
LOU Expires.

~~In addition to Letter of Understanding # 17 (Employment Security), the Parties agree that Article 12 Layoff and Recall will not be utilized for the term of the Collective Agreement (including any bridging period) except in respect of Temporary Employees.~~

LETTER OF UNDERSTANDING # 19

CLASSIFICATION REVIEW COMMITTEE

Proposal:
The Employer proposes to have a discussion regarding the various committees/reviews established under the last collective agreement and reserves the right to submit its proposal on these LOUs at a later point in bargaining.

The Parties agree that the Point Rating Evaluation Plan (PREP) classification plan was created for the Government of Alberta to have a classification plan that was responsive to a dynamic and frequently changing organization and provide ministries with the appropriate tools to classify jobs in a consistent manner across government.

A Classification Review Committee ("the Committee") will be established within sixty (60) days of ratification of the collective agreement and, within thirty (30) days of establishing members of the Committee, they will meet to develop the terms of reference of the Committee.

The Committee will consist of:

- Two (2) Classification Experts appointed by the Union;
- Two (2) Classification Experts appointed by the Public Service Commissioner (PSC);
- Two (2) additional representatives appointed by the PSC; and
- Two (2) additional Union representatives appointed by Union.

One (1) chairperson established by each party (from the above) will alternate chairing the Committee meetings.

The Committee will:

- Conduct a phased benchmark review for all Subsidiaries within the Bargaining Unit based on updated job descriptions, classification evaluations, and identified common roles/jobs and current and new job ladders, as appropriate.
  - The phased benchmark review will begin with Subsidiary #006 jobs, with the intent of applying the common classification guide chart to Subsidiary #006 jobs. This will result in all Subsidiary #006 jobs being re-evaluated against the common guide chart and updated benchmarks.
  - Upon the completion of the Subsidiary #006 review the Committee will determine the order of priority for the remaining streams of work within Subsidiaries.
- Make recommendations on the above noted matters to the Public Service Commission.
- Develop communications to be used jointly by the Parties, as appropriate.

Subject to the provisions of the *Public Service Act* and the *Public Service Employee Relations Act*, the application of the processes and timelines in this Letter of Understanding are subject to the Grievance Procedure in Article 29. The outcome(s) of the process is not subject to the Grievance Procedure in Article 29.

LETTER OF UNDERSTANDING # 20

PAY EQUITY

Proposal:
The Employer proposes to have a discussion regarding the various committees/reviews established under the last collective agreement and reserves the right to submit its proposal on these LOUs at a later point in bargaining.

The Parties agree to the creation of a policy table, within ninety (90) days of ratification of the agreement, to discuss pay equity where there is evidence of gender predominance associated with an inequity.

The policy table will:

- Discuss the current pay structures and assess where gender-based pay equity issues may exist.
- Define research parameters, and conduct research and analyses of other jurisdictions' experiences, processes and outcomes.
- Explore and discuss processes, appropriate policy triggers and options regarding potential solutions to gender-based pay equity that could be implemented.

Membership at the policy table will include up to six (6) representatives from the Employer and six (6) representatives from the Union, unless otherwise agreed by both Parties. The representatives shall meet quarterly or more frequently if deemed appropriate by the policy table representatives.

Members at the policy table will appoint co-chairs (one (1) Union and one (1) Employer) who will alternate in facilitating discussion during meeting.

Minutes will be taken and distributed to all representatives within two (2) weeks of a meeting.

Each Party will be responsible for their representatives' salary and any travel costs associated.

The application of the processes and timelines in this Letter of Understanding are subject to the Grievance Procedure in Article 29. The outcome(s) of the policy table is not subject to the Grievance Procedure set out in Article 29.

This letter of understanding will remain in effect for the term of the Collective Agreement.

LETTER OF UNDERSTANDING # 21

JOINT EMPLOYER-UNION EXCLUSIONS REVIEW

Proposal:
The Employer proposes to have a discussion regarding the various committees/reviews established under the last collective agreement and reserves the right to submit its proposal on these LOUs at a later point in bargaining.

Whereas the Parties have agreed to conduct a joint Employer-Union initiative to review the appropriateness of positions' exclusion from the scope of the bargaining unit;

The parties agree as follows:

1. A joint Employer-Union committee will be established for the purposes of determining the appropriateness of positions' exclusion from the scope of the bargaining unit. The committee will be composed of up to three (3) representatives from each party.

2. The full scope of review will be as follows:

   (a) Within four (4) weeks of ratification of the Collective Agreement, the Employer will provide the committee a list of all currently encumbered non-bargaining unit positions, up to and including the Manager classification level (i.e. Manager Pay Zone 1, Manager Pay Zone 2), for review.

   (b) Upon completion of the review of positions included in Clause 2(a), the Employer will provide the committee a list of all currently encumbered non-bargaining unit positions at the Senior Manager 1 level for review.

   (c) Upon completion of the review of encumbered non-bargaining unit positions, the Employer will provide the committee a list of all currently unencumbered non-bargaining unit positions up to and including the Senior Manager classification level, which shall include Manager Pay Zone 1, Manager Pay Zone 2, and Senior Manager Pay Zone 1, for review. Should the Employer choose to fill an unencumbered non-bargaining unit position during the encumbered position reviews it will be added to the appropriate encumbered position list.

3. Prior to commencing the review of positions, the committee will determine its terms of reference, including the criteria that will be used for determination of inclusion/ exclusion from the bargaining unit. This criterion will be based upon advice from representatives of the Parties on jurisprudence related to the managerial and confidential labour relations capacity exclusions within *Public Service Employee Relations Act* (PSERA).

4. The committee will discuss the non-bargaining unit positions, reviewing currently available position information, including but not limited to organizational charts and job descriptions or profiles. If further job information is required or needs to be updated, the Employer will seek such information and update the job descriptions or profiles for the identified positions for review by the committee. If the preceding job information is insufficient to assess the position, the Employer will provide the name of the incumbent and where the committee deems it appropriate, will arrange a presentation of the job duties. These reviews will be position-based, rather than incumbent-based.

5. The parties acknowledge the length of time required for the review is dependent upon the number of positions included. The committee shall meet at least four (4) days per month at an appropriate meeting frequency until all identified positions have been reviewed and a determination rendered.

6. Positions that are agreed to by the committee as not meeting the managerial and confidential labour relations capacity exclusions within PSERA sections 12(1)(a) through (e) will be flagged for inclusion in the Bargaining Unit, provided they are not excluded under other PSERA exclusion criteria. Normal Employer classification processes will apply; however, individuals will be transitioned according to Clauses 12 - 13, below. The Employer will provide the Union the names of transitioned individuals once they move into the Bargaining Unit.

7. Positions that are excluded on the basis of being a named classification in section 12(1)(f) of PSERA will also be reviewed by the committee in relation to the managerial and confidential labour relations capacity exclusion criteria in PSERA sections 12(1)(a) through (e). Positions that are identified as not meeting the exclusion criteria in sections 12(1)(a) through (e) will be flagged for inclusion in the bargaining unit, and will be transitioned following necessary PSERA amendments coming into force. Normal Employer classification processes will apply; however, individuals will be transitioned according to Clauses 12-13, below. The Employer will provide the Union the names of transitioned individuals once they move into the bargaining unit.

8. For any positions that will be moving into the bargaining unit by agreement between the Parties, the 12 month notice period identified in Clause 14 below will commence on the date of such agreement.

9. In the event that the Committee, from time to time, is unable to reach a consensus with respect to the determination of the exclusion/ inclusion of any specific persons or encumbered positions, the dispute will be submitted for determination to the Alberta Labour Relations Board (ALRB) for the streamlined process more fully described below (the "Streamlined ALRB Hearings"). Either Party may initiate the referral to the Streamlined ALRB Hearings at any time by forwarding a summary application to the ALRB.

   Within fourteen (14) days from the date that such a dispute has been crystalized, the Employer will provide the Union the names of persons attached to positions in dispute.

10. The Streamlined ALRB Hearings will be chaired by a Chair or Vice Chair of the Board, normally acting alone as determined by the Chair of the Board.

11. The Streamlined ALRB Hearing process will consist of:

    (a) Evidence submitted to the Chair or Vice Chair will consist of an organization chart, the position description or profile agreed to by the Committee, and any Agreed Statement of Facts and other exhibits as agreed to by the Parties. In the event that the Committee is unable to agree on a position description or other evidence as noted above, the Parties may produce evidence in the form of an Affidavit from the incumbent or a representative of the Employer with direct knowledge of the Employee's duties and responsibilities.

    (b) If the Chair or Vice Chair determines that the submitted evidence is not sufficient, then they may, at their discretion, submit to the Parties a list of questions that they consider relevant to their determination. The Parties will answer such questions in writing, either jointly or separately. Either Party may, at their discretion, request that a hearing be held on expedited basis in order to examine or cross-examine the incumbent or a representative of the Employer with direct knowledge of the Employee's duties and responsibilities.

    (c) A Letter Decision is to be provided by the ALRB.

12. After the twelve (12) month notice period in Clause 14, an Employee that is to be transitioned into the bargaining unit and assigned to an existing bargaining unit classification and pay

grade with a current salary:

(a) exceeding the maximum salary of the new pay grade will be held over-range while the Employee is in this position.

(b) below the maximum salary of the new pay grade will be maintained between pay periods until the Employee's next salary increase. The new salary will then be at a pay period in the grade that ensures a one-increment increase. The maximum salary of the pay grade will not be exceeded.

(c) below the minimum salary of the new pay grade will be moved to the minimum of the pay grade of the assigned classification.

13. Where there is no appropriate existing classification and pay grade for an Employee that is transitioned into the bargaining unit, the Employee will be maintained within their current pay range until a new classification and pay grade has been negotiated during the subsequent round of collective bargaining. Should the Parties not agree to the new classifications and pay grades during the collective bargaining process the matter will be referred to binding arbitration at the conclusion of bargaining.

14. Where there has been a determination by the committee review or ALRB that a person shall be included in the bargaining unit, the person shall be included in the bargaining unit twelve (12) months from the date of the determination. Any exceptions to the twelve (12) month notice period will be agreed by the Parties on a case by case basis.

    Following this determination, the Employer will provide written notice to the Employee who will be moved into the bargaining unit. This written notice shall include contact information for the Union, suggesting that the Employee may connect with the Union for support through any transitional matters related to moving into the bargaining unit.

15. The process established by this Letter of Understanding is the sole mechanism to resolve disputes related to the determination of inclusion/exclusion of positions/persons under the Joint Employer-Union Exclusions Review.

16. Subject to Clause 15, nothing in this Letter of Understanding amends, abrogates or otherwise modifies any part of Article 29 of the Collective Agreement. Further, any difference alleging a violation of an obligation in this Letter of Understanding may be filed as a Policy Grievance pursuant to Article 29.

17. This letter of understanding will remain in effect as provided in Article 47 of the Collective Agreement.

LETTER OF UNDERSTANDING # 22

OVER RANGE PROTOCOL

Proposal:
Renew existing LOU with no change.

Employees who, as of October 23, 2018, are paid a salary in excess of the normal maximum sala effective on or before March 31 of each year, shall be entitled to receive additional remuneration recognition of subsequent negotiated increases according to the conditions set out below. The provisions shall not apply to Employees whose salary becomes in excess of the normal maximum sala after October 23, 2018.

For the purposes of this document, the term "salary in excess of the normal maximum salary" shall mean:

> In respect of an employee occupying a position allocated to a class assigned to any Subsidiary Agreement, a salary which is greater than the job rate or greater than the highest period of the grade assigned to the class for the appropriate year.

1. The method of calculating the amount of the increase and the method of payment in respect of employees whose salaries remain over range in relation to the normal and newly negotiated rates of pay in Subsidiary Agreements shall be as outlined below:
   - The normal bi-weekly maximum salary as at April 1 of the Collective Agreement year multiplied by 26.1, minus the normal bi-weekly maximum salary as at March 31 of the Collective Agreement year multiplied by 26.1, shall be known as the negotiated increase. The amount of the negotiated increase divided by four will be the amount of the lump sum payments paid quarterly in lieu of any increase to bi-weekly salary. The lump sum payments will be made on the bi-weekly pay periods that include June 30, September 30, December 31, and March 31.
2. The method of calculating the amount of the increase and the method of payment in respect of employees who were receiving excess salary and whose salaries have been surpassed by the newly negotiated normal maximum applicable to the classification to which their position is allocated shall be as set out below:
   - An employee whose salary is surpassed by the normal and newly negotiated maximum for the class shall have their salary advanced to the newly negotiated maximum effective April 1, of the Collective Agreement year; and employees whose salaries are increased to meet the newly negotiated normal maximum shall also receive a lump sum payment in accordance with the following formula:
   - Value of negotiated increase minus the value of the employee's adjustment, adjusted for any time lost without pay.

In the event that an employee whose salary is in excess of the normal maximum terminates, or is reclassified or promoted during the period and is no longer over range, the Employee shall be entitled to the prorated portion of the annual payment. The entitlement shall be calculated according to the formula set out below:

$$\frac{\text{Number of Work Days from April 1 of the year to Termination/ Promotion/ Reclassification}}{\text{261 Days}} \times \text{Applicable Annual Payment calculated above}$$

Lump sum payments or prorated portions thereof shall not be deemed to be salary for the calculation of any other entitlement or benefit. However, such payments shall be considered as salary for purposes of the Public Service Pension Plan.

All remuneration paid to employees pursuant to this Letter of Understanding shall be subject to any

legally required deductions.

LETTER OF UNDERSTANDING # 23

RE: New Supplement II

Proposal:
LOU Expired.

~~WHEREAS the Parties are committed to maintaining flexibility in scheduling hours of work;~~

~~AND WHEREAS the *Employment Standards Code* permits the parties to enter into Hours of Work Averaging Agreements and Flexible Averaging Agreements;~~

~~NOW THEREFORE the Parties agree to the following:~~

~~1. Supplement II of the current Collective Agreement between the Parties will be replaced with the attached revised Supplement II on February 1, 2019.~~

~~2. Employees who are currently participating in flexible systems of hours of work and have accumulated banked time, prior to February 1, 2019, as a result will be provided an opportunity to utilize their banked time.~~

~~3. Employees who have not utilized their banked time, as time off with pay by May 1, 2019 will have the time off scheduled by the Employing Department or will be paid for the banked time not utilized at their Hourly Rate of pay.~~

~~4. For Employees currently participating in modified or flexible systems of hours of work the Employing Department will facilitate the administrative documentation required to be compliant with the Hours of Work Averaging Agreement or Flexible Averaging Agreement in the Employment Standards Code.~~

~~5. The provisions agreed to in this letter of understanding shall have effect on February 1, 2019.~~

LETTER OF INTENT #1

EMPLOYEE RELATIONS COMMITTEES

Proposal:
Renew existing LOU with no change.

The Parties agree:

1. To a mutual obligation to promote and maintain effective communication and consultation in the areas outlined in the Employee Relations Committees (ERC) Terms of Reference within the Collective Agreement.

2. The Employer is committed to further exploring ways of improving the Alberta Public Service. The Employer will undertake to use our best efforts to consult with Employees through the ERCs on issues that will improve Employees' work experience and the services provided to Albertans.

3. The Employer and the Union recognize the need to work together and further commit to ongoing dialogue on issues of mutual interest and ways to invigorate the ERCs and improve outcomes.

LETTER OF INTENT #2

TEMPORARY AND WAGE REVIEW

Proposal:
Renew existing LOU with no change.

Whereas the Union has identified to the Employer its concerns regarding the use of Wage and Temporary Employees and whereas the Employer is committed to addressing these concerns, the Employer agrees to the following:

1. The Employer agrees to review the use of all Wage Employees and Temporary Employees in all departments.
2. The review will be conducted by each department in conjunction with Public Service Commission representatives.
3. The review shall be conducted on an annual basis by fiscal year end.
4. The results of the review respecting any conversion will be provided to the Union within twenty (20) work days of completion of the process within each department. The Union shall advise the Employer of any concerns or issues which it has respecting the results of the review within twenty (20) work days of the receipt of the information from the Employer. Any concerns or issues raised by the Union which arise out of the conversion shall be addressed by the representatives of the Parties within twenty (20) work days of the receipt of the review respecting the conversion.

Work Schedule LOUs Review

Proposal:
The Employer proposes to have discussion regarding all of the work schedule Letters of Understanding (LOUs) within the Master Agreement and Subsidiary Agreements, and any potential new work schedule LOUs to confirm which schedules remain current, require update, or are no longer required. The Employer reserves the right to table its position on existing work schedule LOUs (listed below) and also propose new work schedule LOUs.

Master Agreement
LOU #6 – 6 and 3 Work Schedules

Sub 002
LOU #3 – 9.06-Hour Shift Rotation Alberta Serious Incident Response Team (ASIRT)
LOU #4 – Subsidiary 02 Employees Working in S.C.A.N.

Sub 003
LOU #1 – 6/3 Shift Rotation
LOU #3 – 12-Hour Shift Rotation Medicine Hat Remand Centre
LOU #4 – 9.25-Hour Shift Rotation Traffic Enforcement Division, Sheriffs Investigative Support Unit and the Warrant Apprehension Team
LOU #6 – Hours of Work for Motor Transport Officers (District Supervisors, Commercial Vehicle Enforcement)
LOU #7 – 12-Hour Shift Rotation for Sheriffs at the Provincial Legislature Grounds

Sub 004
LOU #1 – 12-Hour Shifts
LOU #3 – 12-Hour Shifts - Kananaskis Emergency Service Centre
LOU #4 – Winter Change -Trail Crew in Peter Lougheed Provincial Park
LOU #5 – 6-Week Shift Rotation – Maintenance Service Workers and Power Plant Engineers at the Royal Alberta Museum

Sub 006
LOU #3 – Shift Schedules at Michener Services

Sub 012
LOU #2
LOU #4 – 40-Hour per Week Shift Rotation – DAM Team Leads
LOU #6 – 11.43-Hour Shifts, Alberta First Responders Radio Communications System
LOU #7 – Winter Change - Trail Crew in Peter Lougheed Provincial Park
LOU #8 – 6-Week Shift Rotation Under Subsidiary 012: Caretakers at the Royal Alberta Museum

LETTER OF UNDERSTANDING (NEW)

EXPEDITED ARBITRATION PROCESS

The Parties agree to meet and discuss the establishment of an expedited arbitration process. As such, representatives from each Party will engage in drafting a recommended letter of understanding for signing by the Public Service Commissioner and the President of AUPE during the Collective Agreement.

Subsidiary Agreement 005: LETTER OF UNDERSTANDING #2 – Lookouts

Proposal:
The Employer proposes to update the LOU to address recent regulation changes.

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,~~ **subject to section 1.2 of the *Alberta Employment Standards Regulation*, regarding Lookout observer exemptions,** 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.

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.

Subsidiary Agreement 006: LETTER OF UNDERSTANDING #1 – Provincial Advisory Program Committees

Terms of Reference

Proposal:
The Employer proposes to enable the Committees to leverage the use of technology and reduce travel and subsistence costs by meeting remotely.

1.0 PREAMBLE

Whereas the Parties recognize the desirability of jointly addressing workload management strategies and other program related issues, as are currently addressed through the Workload Assessment Model (WAM); and

Whereas the Parties are committed to addressing these issues through a meaningful consultation process; therefore, the Parties agree as follows:

1.1 The Parties agree to continue the following separate joint Provincial Program Advisory Committees to discuss and make recommendations to the appropriate Deputy Ministers, Assistant Deputy Ministers (ADMs) and/or Executive Directors regarding workload management strategies in regional delivery programs:

(a) Provincial Advisory Committee - Child and Youth Programs;

(b) Provincial Advisory Committee - Disability and Financial Programs, including Persons with Developmental Disabilities (PDD), Family Supports for Children with Disabilities (FSCD), Office of the Public Guardian and Trustee (OPGT), and Assured Income for the Severely Handicapped (AISH);

(c) any other committees as deemed necessary by the Parties.

1.2 Notwithstanding the right of the Parties to submit proposals during the negotiations process, the Parties agree to also utilize these Committees to discuss and make recommendations to the appropriate Deputy Ministers, ADMs and/or Executive Directors regarding any program matters, in addition to workload management strategy issues, or the current assessment model being used to address issues, which may be of concern and interest to either Parties respecting any program area.

2.0 PURPOSE

2.1 The Parties agree the purpose of each Committee shall be to:

2.1.1 Make recommendations to the appropriate Deputy Minister(s), ADMs and/or Executive Directors regarding the development/revision and implementation of workload management strategies in each program area;

2.1.2 Make recommendations to the appropriate Deputy Minister(s), ADMs and/or Executive Directors regarding other mutually agreed on program matters of interest to employees or Management;

2.1.3 Establish and maintain improved communication between Local 006, the employees, and Management;

2.1.4 Foster and maintain improved working relationships between Local 006, the employees and Management.

3.0 MEMBERSHIP

3.1 Each Committee shall be composed of representation from Local 006 of the

Alberta Union of Provincial Employees and Management for the specific program areas, such representation to not exceed ten (10) persons from either Party, with the exception of the Child and Youth Programs Advisory Committee, which shall not exceed twelve (12) persons from either Party.

3.2 Employee representatives and alternates will be members of Local 006 employed by the appropriate Department and knowledgeable in the program area.

3.3 Employee representatives and alternates will be chosen by Local 006.

3.4 Where a Department's program delivery is regionalized, Employee representatives on each committee shall include one Department Employee from each of the regions.

3.5 The Chairperson of Local 006 shall be a member of each Committee.

3.6 Management representatives will be chosen by the appropriate Department(s) and will include an ADM, Executive Director and/ or designate of the relevant program area.

4.0 SCOPE OF ACTIVITY

To achieve their purpose, the Committees may:

4.1 Review working conditions, terms of employment and their impact upon workload management strategies;

4.2 Review procedures to develop/ revise workload management strategies;

4.3 Assess and provide response to the workload management strategies;

4.4 Review workload management strategies implementation, specifically:

(a) For the Department of Children's Services, the timelines set out below apply with respect to the development of WAM.

(i) Intake, caseworker, assessor, generalist and permanency role benchmark range pilots will end on March 31, 2017 with analysis and recommendation to be completed and communicated to frontline staff in June 2017;

(ii) Adoptions, fostercare/ kinship and child care licensing benchmark ranges will be completed by June 2017 with communication to frontline staff in June 2017;

(iii) Full provincial implementation of the benchmark ranges for Children's Services roles identified above will occur July 1, 2017.

However, it is understood by the Parties that circumstances may arise where these timelines may require adjustment.

(b) Pending the program being reviewed, the WAM projects referred to above will result in the creation of either pilot or finalized workload benchmark ranges by:

(i) February 2018 for the OPGT;

(ii) August 2017 for Disability Services in Community and Social Services;

(iii) April 2017 for AISH in Community and Social Services; and

(iv) July 2017 for Child Intervention in Children's Services.

However, it is understood by the Parties that circumstances may arise where these timelines may require adjustment.

4.5 Review workload management strategies criteria; within two years of the completion of the WAM referred to in Clauses 4.4(a) and (b), a similar review process will be carried out and the workplace benchmark ranges will be revised and updated if necessary. Thereafter, a similar review process will be carried out every five years in order to review, update and revise the workload benchmark ranges;

4.6 Recommend workload management strategies implementation schedules;

4.7 Review staff development needs in support of workload management strategies;

4.8 Exchange information relative to operational changes and minimum recruitment standards;

4.9 Discuss and review any other items of mutual agreement between the Parties pertaining to the program area in question;

4.10 It is agreed that any WAM, workload management strategy or associated implementation process will be reviewed by the Committee;

4.11 It is agreed that to the extent that the appropriate Department is able, will make every reasonable effort to implement the recommendations of the Committees.

5.0 CHAIRPERSON

5.1 The Committee shall be chaired by co-chairpersons on an alternating basis, from one session to the next, by a Management representative and a Local 006 representative.

6.0 GENERAL

6.1 The Committees will not vote on any of their recommendations, but rather will strive to reach consensus where possible.

6.2 A recording secretary will be provided by the Employer. The Chairpersons will attempt to approve, sign and distribute Committee meeting minutes within one (1) week of Committee meetings. Minutes will be distributed to all Committee members, to the appropriate Deputy Minister(s) and Management representatives and will be posted on the Employer's intranet.

6.3 ~~All Committee meetings will be held in Edmonton.~~ **Committee meetings may be held in-person or remotely, leveraging teleconference and videoconference technology.** The frequency and duration of meetings will be determined by the Committee. It is understood that Committee members of Local 006 may meet immediately prior to and/or after scheduled Committee meetings.

6.4 Employees sitting on the Committee will receive regular pay (no premium payments, including overtime). **Where travel is required, t**~~T~~ravel time will be compensated at straight time rates~~. T~~ **and t**ravel and subsistence costs will be paid by the Employer.

6.5 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.

6.6 Upon approval by the co-chairpersons, the Committee shall be entitled to have resource persons in attendance at meetings who may attend on behalf of Management or employees, but in either case they will have no status except that of providing information. Observers may attend upon approval of both co-chairpersons.

6.7 To assist the Committee to effectively conduct its affairs the appropriate Department agrees to, where reasonable, make Department program representatives available to the Committee to answer questions and provide information providing that both Parties agree in advance concerning the nature of questions to be asked, and information sought, and that representatives be given proper notice.

6.8 An external facilitator, to be agreed upon by the appropriate Deputy Minister, and/or designate and the Local 006 Chairperson, will be available, as required, to the Committees as a resource to facilitate the Committees working towards the fulfilment of their purposes.

6.9 Costs incurred as a result of the use of facilitators or resource people will be borne by the Employer.

6.10 The appropriate Department agrees to make every reasonable effort to ensure adequate cover-off where practical for Local 006 representatives during the time they are engaged in Committee business.

Subsidiary Agreement 006: LETTER OF INTENT #2 * - Workload Appeal Process

Proposal:
The Employer proposes to add an assessment period between levels of the process for the parties to assess the effectiveness of solutions prior to escalating concerns to subsequent levels.

There shall be a workload appeal process, as set out below, for Subsidiary #006 Employees working in the following programs effective the day following the implementation of the Workload Assessment Model (WAM) in each respective program.

PROGRAMS

- Child and Youth Programs

- Disability and Financial Services, including Persons with Developmental Disabilities (PDD), Family Supports for Children with Disabilities (FSCD), Office of the Public Guardian and Trustee (OPGT), and Assured Income for the Severely Handicapped (AISH)

WORKLOAD APPEAL PROCESS

The Workload Appeal Process shall be available to those Employees whose assigned workload exceeds, for a period of sixty (60) calendar days, the workload benchmark ranges implemented and approved in the particular program in which they work. The workload appeal process shall be made up of three (3) levels, and an Employee initiating a workload appeal shall begin at Level 1 and may further the appeal through to the next successive level if dissatisfied with a decision at a particular level. The workload appeal process is as follows:

(a) Level 1

An Employee wishing to pursue a workload appeal shall submit it in writing to the appropriate Program Manager if the Employee's workload exceeds, for a period of sixty (60) calendar days, the workload benchmark range for the program in which the Employee is working.
The appropriate Program Manager shall reply in writing within fourteen (14) ~~calendar~~ days of receipt of the workload appeal.

Where the Program Manager is satisfied that the workload exceeds the benchmark ranges and establishes a plan to address the workload appeal, an assessment period of at least six (6) months shall occur to assess the effectiveness of the plan. During an assessment period, the workload appeal shall not be advanced to Level 2 of the workload appeal process.

(b) Level 2

An Employee not satisfied with the reply at Level 1 shall, within seven (7) ~~calendar~~ days of receipt of the reply **or, where an assessment period in Level 1 has been established, at the conclusion of that assessment period**, submit a workload appeal in writing to the Executive / Regional Director. The Executive / Regional Director shall seek the advice of the Regional Workload Committee in this matter.

The Executive / Regional Director shall reply in writing to the Employee within fourteen (14) calendar days of receipt of the workload appeal at Level 2.

Where the Executive / Regional Director is satisfied that the workload exceeds the benchmark ranges and establishes a plan to address the workload appeal, an assessment period of at least six (6) months shall occur to assess the effectiveness of the plan. During an assessment period, the workload appeal shall not be advanced to Level 3 of the workload appeal process.

(c) Level 3

An Employee not satisfied with the reply at Level 2 shall, within seven (7) ~~calendar~~ days of receipt of the reply at Level 2, **or, where an assessment period in Level 2 has been established, at the conclusion of that assessment period**, submit a workload appeal in writing to the Office of the appropriate Deputy Minister, which shall undertake to convene a Workload Appeal Committee. This Workload Appeal Committee shall be made up of ~~three~~ **two** members, one member appointed by the Local 6 Council of A.U.P.E.~~,~~ and one member appointed by the Department Program. ~~The third member, who shall act as Chairperson, is to be mutually agreed upon by the other two members appointed, and shall be chosen from the list of potential Chairpersons mutually agreed upon by the Local 6 Council and the Employer.~~ All appointments of members to the Workload Appeal Committee shall be made within fourteen (14) ~~calendar~~ days of receipt of the workload appeal by the Office of the Deputy Minister.

The Workload Appeal Committee shall meet and **attempt to** make a **consensus** recommendation ~~within thirty (30) calendar days to the Deputy Minister regarding the workload appeal~~. **In the event that the Committee is unable to reach consensus on all items, the Committee shall make a joint recommendation on the items on which consensus has been reached; each Committee member will make separate recommendations on any items where consensus was not reached, all to be provided to the Deputy Minister within thirty (30) days.**

The Deputy Minister, shall make a final decision regarding the workload appeal, and convey the decision, in writing, to the Employee within fourteen (14) ~~calendar~~ days of receipt of the recommendation of the Workload Appeal Committee.

The time limits in the Workload Appeal Process may be extended by the mutual agreement of the Parties.

* This Letter of Intent is not subject to the grievance or adjudication process set out in Article 29 of the Master Agreement.