

**ARTICLE 1
DEFINITIONS**

- 1.01 In this Agreement, unless the context otherwise requires:
- (a) A word used in the singular may also apply in the plural;
 - (b) "Annual Salary" means the annual amount of an Employee's regular salary or hourly rate of pay including pay differential for working more than the normal weekly hours of work applicable to a classification; but excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
 - (c) "Apprentice" means a person as defined within the *Apprenticeship and Industry Training Act* who is serving a special training period in the Government Apprenticeship Program;
 - (d) "Bargaining Unit" means all Employees of the Employer appointed pursuant to Section 18 or employed pursuant to Section 26 of the *Public Service Act* except those excluded pursuant to the Public Service Employee Relations Act, by mutual agreement of the Parties or by the Alberta Labour Relations Board;
 - (e) "Bi-weekly Salary" means annual salary divided by twenty-six decimal one (26.1);
 - (f) "Commissioner" means the Public Service Commissioner;
 - (g) "Day(s)" means calendar day(s);
 - (h) "Department" has the meaning set out in the *Public Service Act*.
 - (i) "Deputy Head" has the meaning set out in the *Public Service Act*;
 - (j) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
 - (k) "Dismiss" means to discharge an Employee for just cause;
 - (l) "Employee" means a person employed by the Employer who is in the Bargaining Unit covered by this Collective Agreement and who is employed in one of the following categories:
 - (i) the permanent service which consists of persons appointed to either full or part-time permanent positions; or
 - (ii) the temporary service which consists of persons appointed to temporary positions; or
 - (iii) the wage service which consists of persons defined in Section 26 of the *Public Service Act* employed for full or part-time wage employment.
 - (m) "Employer" means the Crown in right of Alberta, the Deputy Head of a Department or any person acting on behalf of either or both of them, as the context of this Agreement may require;
 - (n) "Grade" means the periods, assigned to a class, within the salary grid;
 - (o) "Hourly Rate" means the annual salary divided by the Employee's normal annual hours of work;
 - (p) "Increment" means the difference between one period and the next period within the same grade or, when increasing or decreasing an

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Employee's salary by an increment and a change in grade is necessary, an amount equal to two (2) grades higher or lower than the Employee's current period, whichever is applicable;

- (q) "Maximum Salary" means
 - (i) the highest period of the highest grade assigned a class; or
 - (ii) the job rate where no grade has been assigned a class.
- (r) "Minimum Salary" means the lowest period of the lowest grade assigned to a class;
- (s) "Month" means a calendar month;
- (t) "Period" means a single salary rate within the grade;
- (u) "Permanent Position" means a position established as such, in which the incumbent is required to work not less than:
 - (i) three (3) hours on each work day in the year; or
 - (ii) seven (7) hours per day on two (2) or more work days per week; or
 - (iii) ten (10) full work days in each month.
- (v) "Probationary Employee" means a person, who during the Employee's initial period of employment is serving a probationary period;
- (w) "Statutory Declaration" means a document containing verified statements sworn by an Employee to be the truth before a Commissioner for Oaths and made subject to criminal prosecution for false statements;
- (x) "Temporary Position" means a position established as such in which the incumbent is required for continuous employment for a limited period and includes:
 - (i) "Apprenticeship Position" in which the incumbent is initially hired as an apprentice as defined under the *Apprenticeship and Industry Training Act* and is employed in the Government Apprenticeship Program;
 - (ii) "Project Position" in which the incumbent is employed for the duration of a project of **more than three (3) months but less than eighteen (18) months or a finite duration of between twelve (12) and twenty-four (24) months, where the funding is external to the Employer. A request by the Employer to extend the time limit shall not be unreasonably denied. The Employer will provide at least twenty-one (21) calendar days written notice of termination of a Project Position.**
 - (iii) "Replacement Position" in which the incumbent is employed to **replace an Employee provide temporary relief or over-load duties who is on an approved leave of absence in excess of three (3) months but less than eighteen (18) months. A request by the Employer to extend the time limit shall not be unreasonably denied. The Employer will provide at least twenty one (21) days written notice of termination of a Replacement Position.**
- (y) "Union" means the Alberta Union of Provincial Employees;

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- DEL
- AMD
- (z) "Union Representative" means the President of the Union, or an Officer or Staff Member of the Union designated by the President in writing pursuant to the Union's Constitution to perform a specific function pertaining to this Collective Agreement;
 - ~~(aa) "Wage Employment" is employment pursuant to 1.01(1)(iii) above;~~
 - (aa) **"Wage Employee" is a person employed in or under a Department of the Government who is paid at an hourly, daily, weekly or monthly rate.**
 - (i) **wage employment may be used under conditions that do not permit employment throughout a day, week or month; and**
 - (ii) **a Wage Employee is regularly scheduled for a period of three (3) months or less for a specific project; or**
 - (iii) **relieves in a Replacement Position for absences the duration of which is three (3) months or less; or**
 - (iv) **works on an on call basis as a replacement for a Permanent Employee and is not regularly scheduled.**
 - (bb) "Work Day" means any day on which an Employee is normally expected to be at the Employee's place of employment.

ARTICLE 14

ACTING INCUMBENCY

Agreed in Principle to move to current with the Union and GOA withdrawing ingoing proposals. (not signed off by the Parties)

ARTICLE 17

OVERTIME

Agreed in Principle to move to current with the Union and GOA withdrawing ingoing proposals. (not signed off by the Parties)

ARTICLE 18

SHIFT DIFFERENTIAL

- 18.01
- (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 periods identified in Article 18.01 (a) and (b).

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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.

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

ARTICLE 43 SAFETY AND HEALTH

43.01 **The philosophy of the Government of Alberta and the Alberta Union of Provincial Employees is that injuries and occupational illnesses can be prevented. An effective occupational health and safety program will result in a safer and healthier work environment for all Employees, a reduction in injuries and a reduction in loss and damage to materials, equipment, facilities and property.**

43.02 **The Employer and Union shall have shared responsibility for development, monitoring and evaluation of the Government of Alberta Occupational Health and Safety Program. Representatives of the Parties shall meet regularly as the overarching Government Occupational Health and Safety Committee to review the program operations, procedures, regulations, rules, standards and outcomes to ensure they are effective in maintaining healthy and safe workplaces.**

43.03 The Employer and the Union agree to participate in the Government of Alberta Occupational Health and Safety Program and no procedure, rule, regulation, standard or any other provisions contained in that document limits an individual's rights under the *Occupational Health and Safety Act* and the regulations thereto.

43.04 The success of the Government of Alberta Occupational Health and Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Government of Alberta Occupational Health and Safety Program or the operation of this Article, the matter shall be referred to the appropriate **worksite and/or departmental** Occupational Health and Safety Committee for resolution. ~~and not by way of the grievance procedure.~~ **Should the appropriate Committee be unable to reach a satisfactory resolution within thirty (30) days the matter may be referred to the grievance procedure in Article 29.**

43.05 The Employer shall require all ~~new~~ Employees to complete the Fundamentals in Occupational Health and Safety training course. Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the *Occupational Health and Safety Act*.

43.06 An Employee shall immediately notify the Employee's Supervisor when the Employee has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at the Employee's work site shall immediately notify the Employee's Supervisor.

43.07 The Employer shall notify the President of the Union or the President's designate immediately after the Employer is made aware of the occurrence of

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a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.

43.08 The Employer shall have in place a policy to support a working alone safety plan which adheres to Occupational Health and Safety legislation.

43.09 The Employer shall provide the Union, through its representatives on the **overarching** Government Occupational Health and Safety Committee, with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 47 TERM AND EFFECTIVE DATE

47.01 This Agreement shall be effective from the first day of the bi-weekly period following the date of signing until **March 31, 2022** ~~March 31, 2020~~, and shall remain in effect thereafter until a replacement agreement is established

ARTICLE 50 HARASSMENT AND DISCRIMINATION

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 **or any other protected ground of discrimination included in the *Alberta Human Rights Act***.

AMD 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.

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

(b) ~~Workplace Bullying is a repeated pattern of negative behavior 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,

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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 sex-based discrimination.

While Sexual harassment often involves a pattern of behavior, 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.**

AMD

50.04

A complaint of Discrimination, Workplace Harassment, Workplace Bullying or Workplace Violence shall be submitted **in writing** to the Employer. The Employer **will acknowledge receipt of the complaint. Bargaining Unit Employees can seek the support and advice of a Union Representative in relation to a complaint under the Respectful Workplace Policy. The Employer shall notify Bargaining Unit Employees of their right to Union representation if they are required to answer questions in an investigation, whether they are the complainant, the respondent, or a witness.**

~~The Employer shall conduct~~ **initiate** an investigation in accordance with the Respectful Workplace Policy **within *twenty-one (21) days of receiving the complaint.*** 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 from the Union is received. **Notwithstanding the foregoing, when either the complainant or respondent to an investigation is absent for a period of paid or unpaid leave or is otherwise unable/unavailable to participate in the investigation, the period of ninety (90) days shall be extended by the equivalent length of the leave or period until the complainant or respondent are medically able/available to participate in the investigation. Where a delay occurs, the Employer will notify all affected parties.**

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 may be 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 53
CONTRACTING OUT**

- AMD 53.01** In order to provide quality public services to Albertans and job security for members of the Bargaining Unit, the Employer agrees it will not enter into any contracting out (subcontracting, transfers of work, privatization....e.g.) in whole or in part of work that is performed or could be performed by Bargaining Unit Employee's.
- DEL 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.~~
- DEL 53.02** ~~The Union shall be provided at least ninety (90) days' notice prior to when the final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.~~
- DEL 53.03** ~~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.~~
- DEL 53.04** ~~During the consultation 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 02** 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.
- 53.06.03** 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.

(NEW) ARTICLE 56

PENSION

- 56.01** The Employer shall contribute to the Public Service Pension Plan for retirement benefits for eligible participating Employees in accordance with the Plan text.
- 56.02** The Employer shall distribute to all Employees brochures and other relevant material outlining the above Plan upon hiring and when there are changes to the Plan.
- 56.03** For any Employee who is a member of the Public Service Pension Plan, the Employer shall contribute to an alternate plan, that will provide substantially the equivalent benefit as the Plan, as agreed to by the Union if the Plan is terminated or altered.
- 56.04** (a) In the event legislation is enacted that has the effect of reducing pensions or pension rights, benefits or the value of benefits accrued or provided to an Employee ("Reduced Entitlements") by virtue of the Employee's participation in the Public Service Pension Plan, the Employer shall top up or provide alternate or supplemental compensation ("Alternate Benefits") that are equivalent in value to the pensions or benefits to which the Employee had or may have become entitled immediately prior to such legislation.

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- (b) Alternate Benefits shall be funded and paid in such form and manner agreed to by the Union.**
- (c) Reduced Entitlements may include, but are not limited to:**
 - (i) Restrictions in eligibility, e.g. for membership or benefits,**
 - (ii) Increases to the amount of an early retirement reduction/penalty,**
 - (iii) Increases to the retirement age for qualifying for an unreduced pension,**
 - (iv) Reductions in or additional conditions placed on cost-of-living adjustments,**
 - (v) Reductions in past or future service benefits,**
 - (vi) Change in plan design to defined contribution or target benefits, and**
 - (vii) Any other changes that result in any of the foregoing.**

LETTER OF UNDERSTANDING # 17

EMPLOYMENT SECURITY

BETWEEN:

**THE CROWN IN RIGHT OF ALBERTA
(The Employer)**

- and -

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

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.

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.**
 - (iv) the Employer shall provide Employment Security through supernumerary employment while reviewing all retention options.**

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- (v) **supernumerary employment is intended as a temporary measure until redeployment to a Permanent Position at the same status is achieved.**

(NEW) LETTER OF UNDERSTANDING #??

RURAL ALBERTA PROVINCIAL INTERGRATED DEFENCE (RAPID) FORCE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA

(The Employer)

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(The Union)

On November 6, 2019 the Government of Alberta announced a new program to reduce rural crime called RAPID.

RAPID will enhance rural crime law enforcement efforts by engaging Alberta Peace Officer to assist the Royal Canadian Mounted Police(RCMP) in providing policing services in rural areas including First Nations and Metis Settlements.

The Parties agree that Alberta Peace Officer will require additional training and equipment to be able to respond to:

- Priority 1 calls for Police Service: emergencies that require immediate attention by the police. The nature of the incident poses an immediate threat to life that may result in death or grievous bodily harm. Priority 1 calls include active assailant response, in-progress assaults, and armed robberies: and
- Priority 2 calls for Police Service: urgent situations that require immediate attention by the police. The nature of the incident may or may not pose a serious threat to life. Priority 2 calls include in-progress break and enters, in progress frauds, and 911 hang-ups.

The Parties further agree that as a result of the additional training, equipment and inherent danger required in responding to priority 1 and 2 calls Alberta Peace Officers shall have their salary adjusted in accordance with this Letter of Understanding.

All Alberta Peace Officer assigned by the Government of Alberta to be designated for deployment on the RAPID Force shall in addition to their regular bi-weekly salary receive a salary modifier equal to twenty percent (20%) of their bi-weekly salary. The salary modifier will be treated as part of an Employees basic rate of pay for the purposes of calculating overtime and pension entitlements.

The salary modified will be included on each bi-weekly pay statement and will be subject to all statutory deductions.

The provisions of this Letter of Understanding shall take effect on April 1, 2021 and will remain in effect as long as the RAPID Force operates.

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Dated this ____ day of _____, 2020

Public Service Commissioner

President, Alberta Union of Provincial
Employees

Subsidiary 003, 005 & 012 ARTICLE 4

The Employer has agreed to the Union's ingoing proposal but has not signed off.

Sub #003 ARTICLE 4 - PROTECTIVE CLOTHING

- 4.01 Uniforms or work clothing shall be supplied to Employees and replaced, as needed, where it is required by the Employer that such uniforms or work clothing be worn during working hours.
- 4.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act* and any regulation thereto.
- 4.03 ~~An annual shoe allowance of one hundred and twenty dollars (\$120.00) shall be provided to Employees who are required to wear a uniform when shoes or boots are not provided as part of the uniform.~~
- Employees who are required to wear a uniform shall be eligible for a shoe allowance of two hundred and forty dollars(\$240.00) every two years, when shoes or boots are not provided as part of the uniform.**
- 4.04 All Employees covered by this Agreement who are required to wear a uniform shall be provided an annual cleaning allowance of one hundred and fifty dollars (\$150.00).

Sub #005 ARTICLE 4 - PROTECTIVE CLOTHING

- 4.01 Where the Employer determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided and replaced upon approval by the Employer.
- 4.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*, the *Radiation Protection Act* and any regulations thereto.
- 4.03 Notwithstanding the generality of Clause 4.01 above, where the Employer determines that an Employee is required to wear boots or shoes as part of the dress uniform, the Employer shall not be required to provide or replace the boots or shoes. Where the Employer does not provide or replace the boots or shoes as part of the dress uniform, the Employee shall be entitled to an **allowance of two hundred and forty dollars (\$240) every two years.** ~~annual allowance of one hundred and twenty (\$120) dollars.~~
- 4.04 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of three hundred (\$300.00) dollars every two years.

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Sub #012 ARTICLE 4 - UNIFORMS AND PROTECTIVE CLOTHING

4.01 Where the Employer determines that uniforms, coveralls, smocks or other such items should be provided for the protection of the Employee's personal garments, such items shall be provided, replaced and cleaned upon approval by the Employer.

4.02 Protective clothing and safety equipment shall be provided in accordance with the *Occupational Health and Safety Act, the Radiation Protection Act* and any regulations thereto.

4.03 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of three hundred (\$300.00) dollars every two years.

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4.04 ~~An annual shoe allowance of one hundred and twenty dollars (\$120.00) shall be provided to Employees who are required to wear a uniform when shoes or boots are not provided as part of the uniform.~~

Employees who are required to wear a uniform shall be eligible for a shoe allowance of two hundred and forty dollars (\$240.00) every two years, when shoes or boots are not provided as part of the uniform.

WAGE INCREASES AND SALARY SCHEDULES

The Wage rate contained in the April 1, 2019 to March 31, 2020 Salary Schedules/ Grids in all of the Subsidiary Agreement shall be increased in accordance with the schedule below; Effective April 1, 2020 Salary Schedules/ Grids in all of the Subsidiary Agreements shall be increased by two point five percent (2.5%).

Effective April 1, 2021 Salary Schedules/ Grids in all of the Subsidiary Agreements shall be increased by two point five percent (2.5%).

The Union proposed the elimination of Pay Steps 1 & 2 for all classifications covered under Subsidiary 001 and 009. This would effectively create a 5 Step grid for all classification in these subsidiary agreements. Any Employee currently at Step 1 or 2 would be advanced to Step 3(or the new Step 1).

The Union also proposed the clean up of the salary schedules in all subsidiary agreements by removing the non-occupied grades from the salary schedules.

Example

In Subsidiary 001 Grade Levels 5 to 11 as there are no Classifications assigned in Schedule "A"