MASTER AGREEMENT

BETWEEN

THE GOVERNMENT OF THE PROVINCE OF ALBERTA

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

EFFECTIVE
DECEMBER 14, 2021

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This Agreement made the 14th day of December, 2021

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(hereafter referred to as the Employer)

- 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 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 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; or

(iii) "Replacement Position" in which the incumbent is employed to provide temporary relief or over-load duties.

(y) "Union" means the Alberta Union of Provincial Employees;

(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(l)(iii) above;

(bb) "Work Day" means any day on which an Employee is normally expected to be at the Employee's place of employment.

ARTICLE 2
TERMS OF EMPLOYMENT

2.01 The Employer during the life of this Agreement may with the agreement of the Union:

(a) alter rates of Employee compensation, or

(b) alter any Employee entitlement or Employee rights

which are contained within this Agreement and upon such agreement these changes shall become the rates, entitlements, or Employee rights.

ARTICLE 3
MASTER/ SUBSIDIARY AGREEMENTS

3.01 The Parties agree that the terms and conditions contained in this Master Agreement are predominant. Notwithstanding the generality of the foregoing it is recognized:

(a) the terms or conditions of this Agreement may be modified by mutual agreement of the Parties to meet peculiarities of particular occupational categories included in subsidiary agreements; and

(b) such modified terms or conditions shall not be deemed contrary to any Article contained in this Master Agreement but shall be deemed to have force and effect as exceptions.

3.02 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supersede the regulation, guideline or directive.

3.03 The Parties agree that all terms and conditions contained in the Letters of Understanding and Letters of Intent contained in the Master/ Subsidiary Agreements are integral to the Collective Agreement and are subject to the grievance procedure except where the Parties have specifically stated otherwise.

ARTICLE 4
APPLICATION

4.01 The provisions of this Agreement apply as specified in this Article to Employees as defined in Article 1 who are in the bargaining unit and are employed in classifications assigned to the subsidiary agreements.

4.02 This Agreement applies to an Employee:

(a) appointed to a Permanent Position; however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; and

(b) appointed to a Temporary Position, however, where applicable, shall be applied on a pro-rata basis for an Employee who works part-time; except that:

(i) Article 15, Position Abolishment, shall not apply, and

(ii) Article 33A, Long Term Disability, shall not apply until after one (1) year of continuous employment in a temporary position, and

(iii) Apprentices shall not have access to Article 29, Grievance Procedure, for termination of employment, as a result of either:

(a) failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or

(b) lack of appropriate work, or

(c) the unavailability of tradesperson positions upon completion of the apprenticeship program;

(c) hired for Wage Employment, except that the following shall not apply:

(i)	Article 15	Position Abolishment
(ii)	Clause 17.04	Compensatory Time Off
(iii)	Article 23	Workers' Compensation Supplement
(iv)	Article 31	Casual Illness
(v)	Article 32	General Illness
(vi)	Article 33A	Long Term Disability
(vii)	Article 34	Health Plan Benefits and Dental Plan
(viii)	Clause 35.01	Group Life, Accidental Death and Dismemberment, Dependent's Life
(ix)	Article 36	Paid Holidays
(x)	Article 37	Annual Vacation Leave
(xi)	Article 38	Special Leave
(xii)	Article 39	Military Leave
(xiii)	Article 40	Adoption/Parental Leave
(xiv)	Article 40A	Maternity Leave
(xv)	Clause 41.02	Court Leave in private capacity

(d) A Wage Employee who is dismissed for disciplinary reasons in accordance with Article 28 - Disciplinary Action, shall have access to the Grievance Procedure as provided in Sub-Clause 29.01 (d) & (e).

4.03 Notwithstanding Sub-Clause 4.02(c), an Employee hired for Wage Employment shall in lieu of receiving:

(a) paid holidays pursuant to Article 36, be allowed, in addition to the Employee's regular wage earnings, pay at five point two per cent (5.2%) of the Employee's regular wage earnings, and for working on a paid holiday, pay at time and one-half (1.5x) the Employee's regular hourly rate for all hours worked up to the equivalent of full normal daily hours and double time thereafter; and

(b) annual vacation leave pursuant to Article 37, be allowed in addition to the Employee's regular wage earnings, pay at six per cent (6%) of the Employee's regular wage earnings

4.04 Notwithstanding Sub-Clause 4.02(c) an Employee hired for Wage Employment who has worked fourteen hundred and fifty (1450) hours, exclusive of overtime, in a twelve (12) month period shall thereafter in lieu of receiving:

(a) casual and general illness leaves pursuant to Article 31 and Article 32, be allowed the hourly equivalent of six (6) full days paid sick leave per subsequent year of employment for illness leave or medical appointments as required, but which may be subject to the provision of proof of illness on return to work pursuant to Article 32. If the Employee is appointed to a position, any sick leave used under this Clause will be deducted from the casual illness leave entitlement for that year of employment;

(b) benefits pursuant to Article 33A, Article 34 and Article 35, be allowed, in addition to the Employee's regular wage earnings, pay at one per cent (1%) of the Employee's regular wage earnings.

4.05 Clause 4.04 shall cease to apply to an Employee who:

(a) at the Employee's own discretion incurs a break in service for a period in excess of ninety (90) calendar days, or

(b) is terminated and not rehired within ninety (90) calendar days.

In such circumstances, Sub-Clauses 4.02(c), 4.02(d) and Clause 4.03 shall apply to such an Employee.

4.06 (a) Notwithstanding other provisions of this Article, an Employee hired for Wage Employment who has worked twenty eight hundred and fifty (2850) hours, exclusive of overtime, in a twenty-four (24) month period with the same Department, shall receive the same provisions of this Agreement that are applicable to an Employee who is appointed to a Temporary Position. An Employee who qualifies under this Sub-Clause shall receive five (5) work days' notice, or one (1) day's pay in lieu of each work day by which the notice is short of five (5) work days, when the Employee's employment is to be terminated.

(b) If the terminated Employee is rehired for wage employment with the same Department and qualifies pursuant to Sub-Clause 4.06(a), the provisions of Sub-Clause 4.06(a) shall then apply.

(c) If the terminated Employee does not qualify pursuant to Sub-Clause 4.06(a) upon rehire but qualifies pursuant to Clauses 4.04, the provisions of Clause 4.04 shall then apply.

(d) If the terminated Employee does not qualify for any of the above provisions upon rehire, then the Agreement shall apply to such an Employee as set out in Sub-Clauses 4.02(c), 4.02(d) and Clause 4.03 hereof.

4.07 At the request of the Employee and with the consent of the Union, a Permanent Employee who intends to resign or has resigned and is being considered for Wage Employment may request that their employment be subject to the provisions applicable to a new Wage Employee, as detailed in Sub-Clauses 4.02(c), 4.02(d) and Clause 4.03.

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

4.09 This Agreement does not apply to full-time students whose employment is contemplated by the curriculum of a course in which the student is enrolled; students who work less than the normal number of weekly hours; persons employed under special or cost shared programs such as the Priority Employment Program, the Summer Temporary Employment Program, Federal-Provincial Programs; and persons other than the Employees engaged in temporary emergency situations such as fire suppression or emergency measures.

ARTICLE 5
MANAGEMENT RECOGNITION

5.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 6
UNION RECOGNITION

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

6.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.

6.03 The Employing Department will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employing Department and the Union. Bulletin board space shall be used for the posting of Union information directed to its members. The text of such information shall be submitted to the Employing Department for approval prior to posting and a decision shall be provided within twenty-four (24) hours.

6.04 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

ARTICLE 7
PERSONAL FILE

7.01 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 an 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.

7.02 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 Resource Office. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. Payroll documentation pertaining to the Employee shall be retained electronically and made available in hard copy as required. 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.

ARTICLE 8
UNION MEMBERSHIP AND DUES CHECK-OFF

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 on a monthly basis: 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 9
EMPLOYER - UNION RELATIONS

9.01 The Employing Department will grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or the Grievor's immediate supervisor, an appointment with the Grievor or the Grievor's immediate supervisor will be obtained through the Department or Institution Human Resources representative. The foregoing approval shall not be unreasonably denied.

9.02 On a quarterly basis, the Employer will provide the Union with a list of Human Resources representatives with whom it may arrange Employee appointments for the purpose of investigating grievances, and the Union shall provide a current list of Union staff officers and Union Stewards to each Employing Department. The Union Steward list shall include the name and, where available, the work location of these Employees.

ARTICLE 10
EMPLOYER - EMPLOYEE RELATIONS

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

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

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

10.04 A representative of the Union will be allowed an opportunity to provide new Bargaining Unit Employees with a Union orientation of up to thirty (30) minutes without loss of pay. This presentation shall occur during the first six (6) months of employment and, preferably, at an Employer's orientation of new Employees. Where Employer orientations are being provided, the Union will be provided one (1) week's advance notice of the Employer's orientation for new Employees.

A new Employee shall be advised of the name and location of the Employee's Union Steward, except where one is not assigned to the area. When requested by the Employee, the Union Steward will provide the Employee with a copy of the Collective Agreement. In locations where there are no Union Stewards assigned, when requested by the Employee, the Employer will provide the Employee with a copy of the Collective Agreement. The Employer will provide the link to the Collective Agreement in the Employee's offer letter.

10.05 On a monthly basis, the Employer shall provide the Union a list with the name and department of all new Bargaining Unit Employees hired up to the end of the previous month.

ARTICLE 11
TIME OFF FOR UNION BUSINESS

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

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

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, as soon as possible but, in any event, no later than thirty (30) minutes after the 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

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 higher level position for a minimum period of five (5) 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 15
POSITION ABOLISHMENT

15.01 The Employer will make a reasonable effort to effect reduction in the work force through attrition and redeployment possibilities prior to and during the position abolishment process.

15.02 For purposes of this Article the following definitions shall apply:

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

(b) "similar Employees" – two (2) or more Permanent Employees performing the same or similar functions within a department, classification, and geographic location.

(c) "geographic location" – includes:

(i) any point within and up to 25 kilometers outside of the municipality in which the Employee's office or primary place of work is located;

(ii) if the terms of the Employee's employment require the Employee to work daily or near daily more than 25 kilometers outside of the municipality referred to in (i), any point within that assigned area; or

(iii) for any Employee who does not have an office or primary place of work, the geographic area in which the Employee is required by the terms of their employment to carry out their assigned duties.

15.03 In the event of anticipated position abolishment(s), the Employer will minimize the impact on Permanent Employees by cancelling contracts for employment agency personnel, cancelling individual contracts of employment and replacing ongoing Wage and Temporary Employees, performing the same or similar work in the same department, classification and geographic location.

When similar Employees are to have their position abolished, the Employing Department shall abolish the positions of such Employees in reverse order of seniority, providing those retained are capable and qualified to perform the work remaining to be done. To achieve the preceding, adjustments in the workforce may need to occur through redeployment. Redeployed Employees will be provided the typical on-the-job training required for the position.

15.04 (a) The Employing Department will notify the Union twenty-four (24) hours in advance of any formal position abolishment notice being provided to Employees. Included in this notice, the Employer will provide the Union with a seniority list. The seniority list will have details including names, most recent date of hire, department, classification and geographic location of all the similar Employees impacted or potentially impacted by the abolishment.

(b) The Employing Department shall give a Permanent Employee at least one hundred and twenty (120) days prior written notice that the Employee's position is to be abolished. The Employing Department will provide a copy of the written notice to the Union.

(c) During the twenty-eight (28) day period after providing the above notices, the Employer will consult with the Union. This consultation will include the anticipated scope, impact, timing and transitional arrangements related to position reductions, including redeployment options and the Employee's election for a Separation Payment for Restructuring (SPR) as outlined in Clause 15.05. Employees shall make their election for SPR within this twenty-eight (28) day period.

15.05 An Employee may accept a SPR in lieu of the provisions of Clauses 15.06 to 15.16. The SPR will not be available for Employees for whom the Employer has arranged ongoing employment within the general service or with any other Employer.

The SPR 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 the SPR at their regular rate of pay according to the schedule below.

SHEDULE – 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

Where the Employee has made an election to accept SPR, 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 accepting the SPR are required to sign a SPR Termination Agreement using the form in Letter of Understanding #2.

If concerns arise with respect to the SPR, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.

15.06 The Employee may resign in writing and receive pay at the Employee's regular rate in lieu of part of the notice specified in Clause 15.04 to a maximum of two (2) months' pay. If eligible, the Employee may retire pursuant to the *Public Service Pension Plans Act* with such retirement to be effective on or after the date notice pursuant to Clause 15.04 expires, however, if the Employee resigns and retires before the end of the notice period, the Employee shall not receive pay in lieu of the notice.

15.07 A permanent Employee who has more than one (1) year of continuous employment immediately preceding the notice of position abolishment, and who has not resigned in writing or retired, pursuant to Clause 15.06, shall be entitled to the rights set out in the following clauses.

15.08 An Employee whose position is declared abolished and for whom the Employer has not arranged continuing other employment in the Alberta Public Service or with any successor Employer, or with any Employer under the *Public Service Employee Relations Act* or with any other Crown agency (including Boards, Corporations, Agencies and Commissions), during the one hundred and twenty (120) day notice period shall be eligible for placement as follows:

(a) during the first two (2) weeks of the written notice period, the department shall fill all available comparable positions in the same general functional area in order of seniority exclusively of those Employees whose position have been declared abolished, provided that the Employee(s) who received notice of abolishment are capable and qualified of performing the required work. The Employer shall undertake to notify those Employees of all such available positions;

(b) where no alternative position is available to the Employee of each abolished position under (a), the Employer shall fill all available comparable positions in the same general functional area throughout the Public Service in order of seniority exclusively of such Employees, provided that the Employee(s) who received notice of abolishment are capable and qualified of performing the required work;

(c) where notice of abolishment(s) has been issued, no new Employees will be hired to vacant positions until Employees who have received abolishment notice have been considered to determine if they are capable and qualified of performing the work of the vacant position(s);

(d) When available comparable positions are filled, pursuant to Clause 15.08(a) or (b), the Deputy Head of the Department in which the available position is located, shall fill the position from amongst those Employees, provided that at least one of the Employees has the ability to perform the duties and to assume the responsibilities of the available position(s) or has the potential for job training that will enable the Employee to perform the duties and to assume the responsibilities of the available position within a reasonable time period. Employees shall be eligible for available positions in order of their seniority.

15.09 Where no alternative position is found for one (1) or more Employee(s) under Clause 15.08 and the written notice period has expired for such Employee(s), said Employee(s) may be released from the Public Service.

Employee(s) released from the Public Service shall be vested with the right to be recalled in order of their seniority to be appointed to the first available comparable position at the same or lower classification within the same geographical location for which they are capable and qualified to perform the work. Such vesting will last one (1) year, commencing with the day following the release of the Employee(s). The Employer shall undertake to notify those Employees of all such available positions. During the first one hundred and eighty (180) days of the vesting period an Employee shall be eligible to continue to be covered in the Government Employees' Prescription Drug Plan, the Government Group Dental Plan, the Government Employees' Group Extended Medical Benefits Plan and the Government Group Life Insurance Plan. The Employer and Employee premium contributions for these benefits, if applicable, shall continue during the one hundred and eighty (180) days.

15.10 If a permanent Employee is released from the Public Service pursuant to Clause 15.09, and there is a Wage Employee employed in the same geographic location, performing the same or similar functions within the same classification, the released Employee may be offered such wage employment, provided the released Employee is capable and qualified to perform the available work. If the released Employee accepts such wage employment, the Employee becomes a Wage Employee and the displaced Wage Employee will be immediately released from the Public Service. An Employee who accepts wage employment pursuant to this Clause shall have the vested rights set out in Clause 15.09 continue to apply for the full one (1) year period.

15.11 Under the application of this Article, an Employee placed into a position which has a maximum salary rate less than the salary rate the Employee was receiving upon the date of position abolishment shall have the Employee's salary rate maintained over-range, exclusive of any salary modifier, until such time as the negotiated maximum salary rate for the new position equals or surpasses the Employee's existing salary rate.

15.12 An Employee who accepts a position with a lower maximum salary pursuant to Clause 15.11, shall have the vested rights set out in Clause 15.09 continue to apply for the one (1) year period.

15.13 An Employee who refuses without good and satisfactory reason to accept an alternative permanent position in the same general functional area, with the same or a higher maximum salary as the position the Employee was in upon position abolishment, shall forfeit all vested rights pursuant to Clause 15.09.

15.14 All reasonable associated expenses involving relocation, job training pursuant to Clause 15.08(d), or appointments pursuant to Clause 15.08, shall be paid by the Employing Department in accordance with the Travel, Meal and Hospitality Directive and the Public Service Relocation and Employment Expenses Regulation.

15.15 During the period of notice of position abolishment pursuant to Clause 15.04, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers outside the Public Service.

15.16 At the end of the vesting period, an Employee who was released from the Public Service pursuant to this Article and who is no longer employed in the Public Service in any capacity may be eligible for severance pay in the amount of one and one-half (1 1/2) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Employees who at the end of the vesting period are still employed in the Public Service in some capacity other than a permanent position, shall be eligible for the severance provisions set out in this Clause when such non-permanent employment terminates. Severance pay will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary.

15.17 Notwithstanding other provisions of this Article, an Employee who is released from the Public Service may choose to waive the Employee's vested right under Clause 15.09 and elect to receive severance pay at the time the Employee is released that the Employee would have been eligible to receive under Clause 15.16.

15.18 Notwithstanding 15.04 and 15.05, Employees who have not received notice of position abolishment may request a Separation Payment for Restructuring (SPR). Such requests may, but will not necessarily, result in an offer of the SPR 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 SPR, if approved by the Employing Department under this Clause, are required to resign at a time acceptable to the Employing Department. Employees accepting the SPR are required to sign a SPR Termination Agreement using the form in Letter of Understanding #2.

ARTICLE 16
HOURS OF WORK

16.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:

(i) thirty-six and one-quarter (36 1/4) hours per week; or

(ii) thirty-eight and three-quarters (38 3/4) hours per week; or

(iii) forty (40) hours per week; or

(iv) the equivalent of (i), (ii) or (iii) above on a bi-weekly, monthly or annual basis.

(b) The application of the hours of work stated herein, will be in accordance with provisions set out in the subsidiary agreements.

16.02 An Employee's pay shall be based on the hours worked by an Employee.

16.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the work site unless otherwise approved by a senior official. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

16.04 A meal period of not less than one-half (1/2) hour and, except where opted in "Flextime" operations, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 16.05.

16.05 An Employee who is directed by a designated senior official to remain due to a specific assignment at the Employee's station of employment during the Employee's meal period shall be paid for such meal period at the Employee's regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.

16.06 An Employee shall not be required, without the Employee's agreement, to work a split shift involving a break between work periods longer than the specified meal period.

16.07 Employees who are required to work shift schedules where their days of rest and scheduled start and end times vary from week to week shall be entitled to the following scheduling provisions;

(a) Shift schedules shall be posted at least twelve (12) weeks in advance or such shorter period as is mutually agreed between the Employer and the Union;

(b) The Employer shall not change an Employee's shift schedule where it results in the Employee's days of rest being changed with less than fourteen (14) days' notice, unless mutually agreed between Employee and the Employer; and

(c) The Employer shall not change an Employee's shift schedule where it results in the Employee's scheduled start and end times being changed with less than five (5) days' notice, unless the change is due to an emergency or mutually agreed between the Employee and the Employer; and

(d) Shift schedules shall provide for at least two (2) consecutive days of rest at least once in each bi-weekly period unless mutually agreed between Employer and the Union.

16.08 The Parties agree that an Employing Department may implement a flexible or modified work week system under conditions as provided in Supplement I of this Agreement.

ARTICLE 17
OVERTIME

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.

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 paid at overtime rates for all hours spent on training or attending the seminar.

(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 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 I to this Agreement shall apply.

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).

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

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 for each hour worked from Friday at 3:00 p.m. to Monday at 7:00 a.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 19
CALL BACK PAY

19.01 Subject to Clause 19.03, when an Employee is called back to work by the Employee's supervisor for a period in excess of two (2) hours, including time spent travelling directly to and from work, the Employee shall be compensated at the applicable overtime rate for hours worked pursuant to Article 17. For such call back on a paid holiday, the rate of compensation shall be time and one half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter.

19.02 Subject to Clause 19.03, an Employee who is called back to work one or more times within a two hour period and for whom the time worked and the time spent travelling directly to and from work totals two hours or less, shall be compensated at straight time for a minimum of three (3) hours.

19.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.

19.04 (a) Employees who are formally designated by the Employer to receive urgent work related communication at home outside of normal working hours shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly salary or the equivalent time in lieu for all time engaged in such work. Notwithstanding the foregoing, if the time worked receiving communications and making and receiving additional communications related to the original communication totals twenty (20) minutes or less, an Employee shall be compensated a minimum of one-half (1/2) hour's pay at straight time rates or the equivalent time in lieu. For compensation purposes, two (2) or more communication events received within a thirty (30) minute period will be considered to be a single communication event.

(b) Compensation for responding to communications at home will not be paid in circumstances in which the communication results in the Employee having to leave home to return to work. In such cases, the provisions of Clauses 19.01, 19.02 and 19.03 shall apply.

19.05 For purposes of this Article, an Employee will be compensated either through a paid settlement or time off with pay in lieu of a paid settlement.

ARTICLE 20
REPORTING PAY

20.01 A Wage Employee shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period; or if employed in a camp, unless the Employee is notified not to report, at least one (1) hour prior to the Employee's regular starting time.

20.02 An Employee who reports for a regularly scheduled shift and who is assigned, without prior notification, to an alternate work shift commencing at a later time, shall receive an additional three (3) hours pay at the Employee's hourly rate.

ARTICLE 21
STANDBY PAY

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 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, provided the standby period begins within sixteen (16) hours.

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 22
NORTHERN ALLOWANCE PAY

22.01 An Employee who is employed at a location north of the 57th parallel of north latitude in the Province of Alberta shall be paid in addition to the Employee's basic salary, a Northern Allowance of two hundred and forty-one dollars and thirty- eight cents ($241.38) for each bi-weekly pay period served.

22.02 For partial bi-weekly periods of employment an Employee eligible for Northern Allowance pursuant to Clause 22.01 shall receive payment in accordance with the following formula:

Bi-weekly Northern Allowance

$$\frac{10}{\text{(\# of work days in a bi-weekly period)}} \times \text{Number of days worked in the pay period at straight time rates}$$

22.03 An Employee not residing in the Northern Area specified in Clause 22.01, who is on travel status or is in receipt of any subsistence allowance will not be eligible for Northern Allowance Pay.

22.04 An Employee who otherwise qualifies for the allowance shall continue receiving the allowance for any period of approved leave with pay. However, the allowance shall not be paid for any period the Employee is on leave without pay.

ARTICLE 23
WORKERS' COMPENSATION SUPPLEMENT

23.01 In accordance with the Workers' Compensation Act, when an Employee sustains an injury in the course of the Employee's duties with the Government of Alberta, the Employee and the Employee's Supervisor shall report the injury to a Senior Official at the place of work. The Senior Official shall record the date, time and nature of the injury on a form to be signed by the injured Employee. The Employee and the Employer shall complete the required forms for Workers' Compensation. If the injury causes the Employee to be absent from work and if the claim is approved by the Workers' Compensation Board, the Employee shall be paid the Employee's regular full salary, including all types of employment income the Employee would have received from the Employer, during the period the Employee is required to remain off work up to eighty (80) consecutive work days.

23.02 If the Employee has not returned to work due to injury before the eighty (80) work day period has expired, the Employee shall then be paid according to the rate prescribed by the Workers' Compensation Act.

23.03 The eligibility period specified in Clause 23.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

23.04 When a day designated as a paid holiday under Article 36 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

23.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 23.01.

23.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.

23.07 An Employee who receives Workers' Compensation benefits and who at the commencement of absence from work pursuant to Clause 23.01 is participating in the Government Employees' Prescription Drug Plan, the Government Employees' Group Extended Medical Benefits Plan, the Government Employees' Group Life Insurance Plan or the Government Employees' Group Dental Plan shall continue to be covered under these plans throughout the period the Employee is receiving Workers' Compensation benefits. Premium contributions shall continue to be paid by the Employer and the Employee as outlined in Articles 34 and 35.

ARTICLE 24
FIRE OPERATIONS, FLOOD CONTROL AND POLLUTION CONTROL

24.01 An Employee conscripted or employed temporarily in forest fire operations, flood control or pollution control shall not suffer a loss of salary or wages while so employed.

ARTICLE 25
CORRECTIONAL INSTITUTION SALARY ALLOWANCE

25.01 An Employee who is employed in a Correctional or Young Offenders Institution operated by the Employer, and who functions in a capacity other than that of a Correctional Peace Officer or a Correctional Services Worker, shall qualify for a Correctional Institution Salary Allowance, provided that by reason of duties being performed, the Employee is assigned responsibility for the custody and supervision of inmates or young offenders, or comes into contact with inmates or young offenders resulting in exposure to immediate hazards of physical injury by assault and other disagreeable conditions.

25.02 The daily allowance to which an Employee may be entitled will be determined in accordance with the following schedule, depending on the frequency and nature of the Employee's contact with inmates or young offenders.

Frequency / Nature of Interaction	
Continual Interaction	$6.90 for each day worked
Frequent Interaction	$5.40 for each day worked
Limited Contact	$3.90 for each day worked

25.03 For the purpose of this Article the following definitions will apply:

(a) "Continual Interaction" - refers to a situation in which an Employee is required to work with inmates or young offenders for more than one-half of the working day.

(b) "Frequent Interaction" - refers to a situation in which an Employee is required to work with inmates or young offenders for less than one-half of the working day.

(c) "Limited Contact" - refers to a situation in which an Employee comes into contact with inmates or young offenders on an occasional basis.

25.04 An Employee who was receiving a Correctional Institution Salary Allowance of five dollars and ninety cents ($5.90) or greater per day prior to July 1, 1986, shall continue to receive the higher daily rate, for each day worked, as long as the Employee is employed in an eligible institution in a capacity other than that of a Correctional Officer or a Correctional Services Worker.

ARTICLE 26
AUTHORIZED EXPENSES

26.01 Employees who incur travel and subsistence expenses in the performance of authorized government business shall be reimbursed for those expenses in accordance with the Travel, Meal and Hospitality Expense Directive and the Public Service Relocation and Employment Expenses Regulation.

26.02 The Employer agrees to consult with the Union prior to the alteration of rates contained in Appendix A of the Travel, Meal and Hospitality Expense Directive and the Public Service Relocation and Employment Expenses Regulation.

ARTICLE 27
PROBATIONARY EMPLOYEE AND PERIOD

27.01 A person appointed to a position pursuant to the Public Service Act shall serve a probationary period.

27.02 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period as specified for the classification.

27.03 (a) The period of probation shall start on the date of commencement and shall be six (6) or twelve (12) months as stipulated for classifications by the subsidiary agreements.

(b) The period of probation may be extended by written agreement of the Union and the Employer.

(c) Notwithstanding 27.03(b), an Employee who is absent for a period of paid or unpaid leave exceeding twenty (20) consecutive Work Days during the probationary period may, at the discretion of the Employer, have the probation period extended by an equivalent period to the length of that leave.

(d) An Employee shall be notified in writing of any extension of the probation period prior to the expiry of the probation period. Such notification shall include the reasons for the extension.

(e) This Article will also apply to Employees appointed to a Temporary Position.

27.04 The probationary period for an Apprentice shall be twelve (12) months.

27.05 On commencement of employment, a new Employee shall be provided with a copy of the Employee's position description or list of duties.

ARTICLE 28
DISCIPLINARY ACTION

28.01 The Employer follows the principles of progressive discipline.

28.02 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.

28.03 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:

(a) 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;

(b) where a complaint has been filed, be provided with the specifics of the allegation in a timely manner, ensuring the integrity of the investigation is not compromised; and

(c) have interviews/ investigation conducted in a timely manner.

28.04 An Employee who has been subject to an investigation shall receive written notification of the results of an interview/ investigation, and any subsequent disciplinary action rendered in a timely manner as appropriate to the circumstances.

28.05 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.

An Employee who is absent for a period of paid or unpaid leave, 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 a period of twenty-four (24) months continuous service extended by an equivalent period to the length of that leave.

28.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or 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 Subject to Article 29, an Employee may be dismissed, suspended, demoted or given a written reprimand for just cause.

ARTICLE 29
GRIEVANCE PROCEDURE

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 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 their place of work to investigate a grievance, during working hours without first obtaining permission from his supervisor to do so.

(b) 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 workplaces. 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.

(a) Level 1

An Employee wishing to pursue a grievance, shall submit it in writing to the Employee's Department Human Resources Representative within twenty-one (21) days of the date upon which the subject of the grievance occurred or the time the Employee first became aware or ought to have become aware of the subject of the grievance.

In an attempt to resolve the difference, the 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 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 Grievor's manager shall reply in writing within fourteen (14) days of receipt of the grievance.

(b) Level 2

With the approval of the Union in writing, an Employee not satisfied with the reply at Level 1 shall, within fourteen (14) days of receipt of that reply submit the Employee's grievance in writing to the Employee's Department Human Resources Representative. The Human Resources representative or the aggrieved may request that a written grievance be discussed with the grievor, the Designated Officer and the Human Resources representative at 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 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 the Designated Officer's 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.

(VII) Documents that are emailed must be served to an address that has been provided specifically for this purpose and shall be deemed to have been served on the date sent with the confirmation of a delivery receipt.

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

ARTICLE 30
INSTITUTIONAL FIRE PREVENTION AND CONTROL FIREFIGHTERS SCHEDULE OF REMUNERATION

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

(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 practice 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 standby.

(h) At Michener Center, 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

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 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 only the actual hours an Employee is absent shall be reported.

31.03 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 This Article is subject to Article 33.

ARTICLE 32
GENERAL ILLNESS

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 month	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 general 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) consecutive work days following the date of return to active work.

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

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.

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 33A
LONG TERM DISABILITY (LTD)

33A.01 The eligibility of an Employee to participate in the Government Long Term Disability (LTD) Plan is subject to Article 4 and all eligible Employees shall be covered in accordance with the provisions of the Plan.

33A.02 The Employer and eligible Employees shall each pay fifty per cent (50%) of the premium costs for Long Term Disability benefits.

33A.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the LTD Plan. Pursuant to Clause 32.01 where the Employer approves part-time absences and part-time use of General Illness Leave, the eighty (80) days of leave will be converted to the equivalent number of hours and administered accordingly. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

33A.04 Long Term Disability benefits payable under the provisions of the LTD Plan, will entitle an Employee with a qualifying disability, to a total income, from sources specified under Clause 33A.05, of not less than seventy per cent (70%) the Employee's bi-weekly salary received or which the Employee is entitled to receive as a Government Employee at the commencement of the LTD benefits pursuant to Clause 33A.03.

33A.05 The bi-weekly LTD benefit amount to which an Employee is entitled, shall be reduced by:

(a) the amount of disability benefit entitlement, related to the LTD claim excluding children's benefits and cost of living increases, under the Canada Pension Plan, Quebec Pension Plan or a government sponsored disability plan in another country which has a reciprocal or social security agreement with Canada or the Quebec Pension Plan;

(b) the amount of compensation under the Workers' Compensation Act related to the LTD claim, excluding cost of living increases, compensation related to employment with a concurrent Employer at the time of disability and compensation related to a prior permanent impairments;

(c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer;

(d) Vacation Leave pay;

(e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause 33A.06;

(f) loss of income benefits paid under an automobile insurance plan related to the LTD claim, to the extent permitted by law.

33A.06 An Employee who, after qualifying for LTD benefits, returns to work on an approved rehabilitation program or obtains gainful employment, and the resulting income received is less than the bi-weekly salary in effect immediately prior to the commencement of absence pursuant to Clause 33A.03 (pre-disability salary), shall have the bi-weekly LTD benefit payable by the Plan reduced by fifty per cent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary. Where the combination of reduced LTD benefits and income received is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred per cent (100%) of the pre-disability salary. Payments made pursuant to this Clause shall not exceed a period of twenty-four (24) months for an approved rehabilitation program or thirty-six (36) months for gainful employment commencing the date the Employee is determined fit for gainful employment. A combination of payments for a rehabilitation program and gainful employment shall not exceed a period of thirty-six (36) months.

33A.07 An Employee who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in any of the Government Employees' Prescription Drug Plan, the Government Employees' Group Extended Medical Benefits Plan, the Government Group Dental Plan, and the Government Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.

33A.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

ARTICLE 34
HEALTH PLAN BENEFITS

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

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;

(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 36
PAID HOLIDAYS

36.01 Employees are entitled to one day's paid leave for each of the following holidays:

(a)

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Christmas Floater
Civic Holiday (1 Day)	

(b) Employees employed in continuous operations shall be compensated pursuant to Clause 36.06 for working on the following Paid Holidays on the dates listed:

New Year's Day - January 1

Canada Day - July 1

Remembrance Day - November 11

Christmas Day - December 25

Boxing Day - December 26

All other Paid Holidays shall be observed on the day designated by the Employer.

36.02 If a municipality does not proclaim a Civic Holiday as specified in Clause 36.01, the first Monday in August shall be observed as such holiday.

36.03 When a day designated as a holiday under Clause 36.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.

36.04 When a day designated as a holiday under Clause 36.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday and the day of rest shall be rescheduled.

36.05 Notwithstanding Clauses 36.03 and 36.04, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at the Employee's regular rate.

36.06 When an Employee works on one of the holidays listed in Clause 36.01, the Employee shall receive either:

(a) the Employee's regular salary plus time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; or

(b) in lieu of the Employee's regular salary, time and one-half for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter; plus a day off in lieu with pay.

36.07 When a day off in lieu is granted under Sub-Clause 36.06(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months.

36.08 Except as provided in Clause 36.10, Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 36.09, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 37.07. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employing Department.

36.09 Where an Employee employed in continuous operations exercises an election under Clause 36.08, the Employee shall advise the Employer of the Employee's choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which the Employee is eligible.

36.10 Clauses 36.08 and 36.09 shall not apply to Employees in continuous operations where the alternate days off are included in the Employee's shift schedule.

36.11 When an Employee is called back to work on a paid holiday, the Employee shall be compensated in accordance with the provisions of Article 19 and Clause 36.06 does not apply.

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

ARTICLE 36A
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 37
ANNUAL VACATION LEAVE

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

37.02 An Employee hired into a permanent or temporary salaried position shall receive five (5) work days' vacation credited at the date of commencement.

(a) Vacation credited in this Clause shall be taken by the Employee no later than the end of the second calendar year of employment.

(b) Should an Employee terminate employment prior to the end of their first year (12 full calendar months) of employment and have taken the vacation credit, the Employee will be required to pay back the amount of the vacation credit at the rate of 5/12 work days for each full calendar month as per the formula below: Vacation credit owed = five (5) work days' vacation credit – (5/12 x number of months worked in the first year of employment).

37.03 Vacation entitlements is earned and accumulated each full calendar month. The Employee can take vacation as it is earned. Earning rate changes in the month following the month vacation service threshold is reached. Vacation thresholds and entitlements with pay, shall be as follows:

(a) An Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of the Employee's service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, the Employee shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, the Employee shall earn vacation entitlements from the first day of the following month.

(b) An Employee shall earn fifteen (15) work days of vacation at a rate of 1 ¼ work days per calendar month, during 12 full months of service.

(c) An Employee who has completed five (5) full years of service in the following month, will begin earning twenty (20) work days' vacation at the rate of 1 2/3 work days per calendar month.

(d) An Employee who has completed thirteen (13) full years of service in the following month, will begin earning twenty-five (25) work days' vacation at the rate of 2 1/12 work days per calendar month.

(e) An Employee who has completed twenty-one (21) full years of service in the following month, will begin earning thirty (30) work days' vacation at the rate of 2 1/2 work days per calendar month.

(f) An Employee who has completed thirty (30) full years of service in the following month, will begin earning thirty-five (35) work days' vacation at the rate of 2 11/12 work days per calendar month.

37.04 All calculations which result in one-quarter or three-quarters work day fractions shall be rounded out to the next half or full day, whichever applies, except when vacation pay is paid out upon termination pursuant to Clause 37.12.

37.05 If one or more paid holidays falls during an Employee's annual vacation period, another day or days may be added at the end of the vacation period or at a time authorized by the Employer.

37.06 An Employee shall earn vacation leave pursuant to Clause 37.03 when authorized, during the following absences:

(a) financially assisted Education Leave;

(b) the first forty-four (44) consecutive work days of sick leave or absence during Workers' Compensation Supplement; and

(c) any other leave of absence with or without pay for the first twenty-two (22) work days.

37.07 Vacation leave may be taken in one continuous period or in separate periods.

37.08 (a) Vacation leave in respect of each year of service shall be taken as earned or as follows:

(i) within sixteen (16) months after the end of that year; and

(ii) at such time or times as may be approved by the Employer.

(b) If urgent duties prevent an Employee from taking vacation leave or part thereof within the sixteen (16) month period specified by Sub-Clause (a) of this Clause, the Employee shall take that leave within the six (6) months following that period.

(c) If an Employee, for sufficiently valid personal reasons, wishes to take vacation leave or part thereof within six (6) months after the end of the sixteen (16) month period specified in Sub-Clause (a) of this Clause, the Employee shall be permitted to do so at such time or times as the Employer may approve.

(d) Vacation leave shall normally not be postponed as provided by (b) and (c) of this Clause in two (2) successive years.

(e) When vacation leave is taken within the last four (4) months of the sixteen (16) month period specified in Sub-Clause (a) or is postponed as provided by Sub-Clause (b) or (c), it may be taken immediately before the next period of vacation leave to which the Employee is entitled.

37.09 Where an Employee is allowed to take any leave of absence, other than sick leave in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

37.10 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual agreement.

37.11 An Employee who fails to return to work following the last day of authorized vacation leave shall be considered to have absented themself from employment and the provisions of Clause 13.06 shall apply

37.12 An Employee shall not be paid cash in lieu of vacation earned, except upon termination in which case the Employee shall receive vacation pay for such vacation earned but not taken. Upon termination an Employee shall receive vacation pay for such vacation earned but not taken.

37.13 The Employer shall, subject to the operational requirements of the Department, make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of the Employee's annual vacation entitlement during the summer months.

ARTICLE 38
SPECIAL LEAVE

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 workplace. 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 39
MILITARY LEAVE

39.01 The Employing Department may grant military leave to an Employee:

(a) where the Employee's services are required by the Department of National Defence to meet a civil emergency, for the duration of the emergency; or

(b) where during a national emergency the Employee volunteers for service or is conscripted into the Armed Forces for the duration of the emergency; or

(c) where the Employee volunteers for military training, special training or special duty, for a period not exceeding six (6) weeks.

39.02 Where military leave is approved an Employee shall not be required to forfeit any of the Employee's vacation entitlements. However, where military leave is not approved, this Article does not preclude the Employee from using vacation leave for the purpose of attending military training.

39.03 Military leave to attend annual training or summer camp shall not exceed ten (10) working days.

39.04 When an Employee has been granted military leave in accordance with Sub-clause 39.01(c) or Clause 39.03, and that Employee produces a letter from National Defence Headquarters to the Employing Department, stating the amount paid by the Department of National Defence to such Employee, the Employee shall receive the Employee's full rate of pay from the Employer, less the amount the Employee received from the Department of National Defence.

ARTICLE 40
ADOPTION/PARENTAL LEAVE

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, 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

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 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 41
COURT LEAVE

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

41.02 When an Employee is subpoenaed as a witness in the Employee's private capacity:

(a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any monies receivable by the Employee shall be paid to the Employing Department;

(b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the Employing Department, but any monies receivable by the Employee shall be paid to the Employing Department.

ARTICLE 42
EMPLOYMENT INSURANCE PREMIUM REDUCTION

42.01 The Employer shall retain the full amount of any premium reduction, allowable under the Employment Insurance Premium Reduction Program which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.

42.02 The premium reduction referred to in Clause 42.01 shall be recognized as the Employee's contribution towards the benefits provided.

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 illness 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 the Union agree to participate in the Government of Alberta Wellness, Health and Safety Program and no procedure, rule, regulation, standard or any other provisions contained in that document limits rights and responsibilities under the *Occupational Health and Safety Act* and the regulations thereto.

43.03 The Wellness, Health and Safety Program Steering Committee will meet regularly to ensure ongoing effectiveness of the program in maintaining healthy and safe workplaces. The Wellness, Health and Safety Program Steering Committee will include a Union representative.

43.04 The success of the Government of Alberta Wellness, Health and Safety Program depends on the active participation of everyone. If any concerns arise with respect to the Government of Alberta Wellness, Health and Safety Program or the operation of this Article, the matter shall be referred to the appropriate worksite and/or departmental Wellness, Health and Safety Committee for resolution and not by way of the grievance procedure.

43.05 The Employer shall require all new Employees to complete the Wellness, Health and Safety Fundamentals 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 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 Wellness, Health and Safety Program Steering Committee, with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 44
PARKING

44.01 An Employee working at an institution not serviced by public transportation shall not be charged a fee for unreserved parking space.

ARTICLE 45
PAY ADMINISTRATION

45.01 Employees shall be paid for work performed at rates of pay as specified in the appropriate subsidiary agreements or in the case of apprentices, a percentage of the appropriate tradesperson job rate, as specified in regulations issued pursuant to the *Apprenticeship and Industry Training Act.*

45.02 Employees shall be paid on a bi-weekly basis by direct deposit to the financial institution of their choice.

45.03 An Employee's rate of pay will be adjusted by one increment on the Employee's anniversary date, unless there have been justifiable reasons identified for withholding the increment. The one increment increase is calculated by moving from one pay period to the next within the same pay grade up to the maximum of the assigned classification.

45.04 Amounts in excess of one increment per year may be awarded at the discretion of the Employer.

45.05 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements will be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten per cent (10%) of the Employees' gross earnings per pay period.

45.06 If an Employee terminates before the recovery period of an overpayment is complete, the remainder of the monies owing shall be recovered from the final pay, unless other arrangements have been made.

ARTICLE 46
LEAVE WITHOUT PAY

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 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

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, and shall remain in effect thereafter until a replacement agreement is established.

ARTICLE 48
PRINTING OF AGREEMENTS

48.01 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 49
EMPLOYEE BENEFITS COMMITTEE

49.01 The Parties agree to maintain the existing Employee Benefits Committee. This Committee shall be governed by terms of reference established by the representatives of the Parties.

49.02 The terms of reference for the Committee shall apply to the Long Term Disability Income Continuance Plan, the Group Life Insurance Plan and the Group Dental Plan, or such other group Employee benefit plans the Parties agree are applicable to Employees in the bargaining unit.

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, political affiliation of that Employee or any other protected ground of discrimination included in the *Alberta Human Rights Act.*

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

(a) Workplace Harassment is objectionable or unwelcome conduct by an Employee, that the Employee knew or ought reasonable 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* or Collective Agreement.

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) Sexual harassment means any single, or repeated incidents of objectionable or unwelcome conduct of a sexual nature, than 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 sex-based discrimination.

While Sexual Harassment often involves a pattern of behaviours, 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 complaint of Discrimination, Workplace Harassment, Sexual Harassment 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 complainant, the respondent, or a witness.

The Employer shall initiate an investigation in accordance with Respectful Workplace Policy within twenty-one (21) days of receiving the complaint. 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. 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 to the investigation.

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

51.01 When 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

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 process as per the Public Service Commission directives.

(d) An Employee not satisfied with the departmental review classification 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 was submitted to Human Resources in accordance with 52.04(a)

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

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 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.

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.

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 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 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

54.01 Preamble

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.

(a) 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.

(b) 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.

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

(d) 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 has provided a proposed resolution and implementation schedule to assess the effectiveness of the plan, and where such resolution and implementation scheduled is acceptable to the Employee or group of Employees, the workload concern shall not be advanced during the assessment period. Where there is no mutual agreement, the assessment period shall be up to thirty (30) days.

(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 has provided a proposed resolution and implementation schedule to assess the effectiveness of the plan and where such resolution and implementation schedule is acceptable to the Employee or group of Employees, the workload concern shall not be advanced during the assessment period. Where there is no mutual agreement, the assessment period shall be up to thirty (30) days.

(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 the conclusion of the assessment period in Stage 2 the Union may, within seven (7) days of 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 who attend Subsidiary 006's Letter of Understanding 001's Provincial Advisory Program Committees.

ARTICLE 55
COMPASSIONATE CARE LEAVE

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 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
HOURS OF WORK ARRANGEMENTS AND FLEXIBLE HOURS ARRANGEMENTS

(1) This Supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any Hours of Work Averaging Arrangement (HWAA) or flexible hours arrangement.

(2) The Parties agree that Employees and the Employing Department may examine the feasibility of entering into HWAAs. Flexible hours arrangement can only be requested by Employees. Provided that services are not adversely affected and there are no operational difficulties, the Employing Department may implement an HWAA or flexible hours arrangement 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 a flexible hours arrangement, 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 hours arrangement in accordance with provisions of Overtime Agreements in the Employment Standards. An Employee participating in a flexible hours arrangement will be allowed to bank up to a fifteen (15) hour carry over per month, and regular bi-weekly salary shall be paid provided the Employee's time is within this limit and the variance is approved by the Employing Department. An Employee may not accumulate a bank in excess of fifteen (15) hours per month, nor shall they be in a deficit of hours at any time.. Hours shall not be banked unless the Employee has actually worked more than normal daily hours.

(5) In the event the HWAAs or flexible hours arrangement 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 HWAAs or flexible hours arrangement may opt for regular times of work by providing the Employing Department advance notice of one (1) week.

(7) Employees working according to a HWAA 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

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.

Dated this 27th day of January, 2022

Witness

TIM GRANT
Public Service Commissioner

Witness

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #1
TERMS OF REFERENCE
ARTICLE 49 – EMPLOYEE BENEFITS COMMITTEE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #2
STANDARD SEPARATION PAYMENT FOR RESTRUCTURING TERMINATION AGREEMENT FOR BARGAINING UNIT EMPLOYEES

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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 #3
SEPARATION FOR TEMPORARY EMPLOYEES AND 2850 HOUR WAGE EMPLOYEES

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

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 #4
PAYOUT OF ANNUAL VACATION

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #5
6 AND 3 WORK SCHEUDLES

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #6
HEALTH SPENDING ACCOUNT

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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) 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 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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #7
PAID UP LIFE INSURANCE FOR RETURED OR TERMINATED EMPLOYEES
(PAID UP LIFE INSURANCE PLAN)

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #8
LEGAL FEES

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #9
LEGAL INDEMNIFICATION

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #10
NORTHERN TRIPS

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #11
NORTHERN LEAVE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #12
ATTRACTION BONUS

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #13
55TH TO 57TH PARALLEL RETENTION ALLOWANCE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #14
COMMON INTEREST FORUM MEETINGS

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #15
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 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 be in effect from the date of both bargaining committee's endorsement of the Mediator's Recommendation at the collective bargaining table and will remain until December 31, 2022. Should the Mediator's Recommendation not pass ratification, this letter will have no force and effect.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #16
LAYOFF AND RECALL

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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. The Employer also confirms that no layoffs of Employees shall occur through the provisions of sections 62 through 64 of the Employment Standards Code while this letter is in effect.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #17
CLASSIFICATION REVIEW COMMITTEE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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") has been established

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #18
PAY EQUITY

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

The Parties shall maintain a policy table, 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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #19
JOINT EMPLOYER-UNION EXCLUSIONS REVIEW

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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 has been established for the purposes of determining the appropriateness of positions' exclusion from the scope of the bargaining unit. The committee is composed of up to three (3) representatives from each party.

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

   (a) The Committee will review all currently encumbered non-bargaining unit positions, up to and including the Senior Manager Pay Zone 1 classification level

   (b) 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. 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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #20
OVER RANGE PROTOCOL

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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

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

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF UNDERSTANDING #21
RURAL ALBERTA PROVINCIAL INTEGRATED DEFENCE (RAPID) RESPONSE

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 Officers 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 Officers 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 pf 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 Officers assigned by the Government of Alberta to be designated for deployment on the RAPID Response shall in addition to their regular bi-weekly salary receive a salary modifier equal to eight percent (8%) of their bi-weekly salary. The salary modifier will be treated as part of an Employee's basic rate of pay for the processes of calculating overtime and pension entitlements.

The salary modifier will be included in 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 aslong as the RAPID Response operates.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF INTENT #1
EDMPLOYEE RELATIONS COMMITTEE

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

LETTER OF INTENT #2
TEMPORARY AND WAGE REVIEW

BETWEEN:

THE CROWN IN RIGHT OF ALBERTA
(The Employer)

- and –

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(the Union)

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.

Dated this 27 day of January, 2022.

TIM GRANT
Public Service Commissioner

GUY SMITH
President, Alberta Union of Provincial Employees

Appendix A to a Memorandum of Settlement between the parties below and certain others

Letter of Understanding

between

Government of the Province of Alberta

(the "**Employer**")

and

Alberta Union of Provincial Employees

(the "**Union**")

Re: Article 53 Contracting Out Consultations

WHEREAS the Employer and Union are parties to a collective agreement dated December 14, 2021 (the "Collective Agreement");

AND WHEREAS certain capitalized terms in this Letter of Understanding will have the same meaning as in the Collective Agreement;

AND WHEREAS Article 53 of the Collective Agreement ("Article 53") establishes a process for consultation between the parties where the Employer contemplates the possibility of contracting out services that will result in the loss of Permanent encumbered Bargaining Unit positions;

AND WHEREAS the Union filed policy grievance #848789 alleging that the Employer violated Article 53 with respect to consultations that occurred in respect of the contracting out of services at the Royal Alberta Museum ("RAM");

AND WHEREAS two members of the Union's Bargaining Unit – Clayton Krukowski and Richard Redden - filed individual grievances #868773 and #868803 (respectively) in respect to layoffs resulting from the Employer's decision to contract out services at the RAM;

AND WHEREAS the parties would like to resolve all of the above grievances;

AND WHEREAS as part of this resolution the parties would like to set out in this Letter of Understanding certain principles found in decided case law that will help guide future Article 53 consultations;

NOW THEREFORE the Union and the Employer agree as follows:

1. The following principles will be applied by the parties in engaging in the process described in Article 53:

a. The Union's right to be notified and to engage in meaningful consultation under Article 53 is a substantive right that must be taken very seriously and in the context of anticipated layoffs, it serves as a balance to the Employer's right to make the ultimate decision on whether to proceed by providing the Union with an opportunity to ensure that employees' interests are respected and protected to the degree possible.

b. The duty on the Employer and the Union to engage in meaningful consultation means that each has a duty to fully inform the other side of its own position, and to fully inform itself of the position of the other.

c. There is nothing wrong with the Employer entering into discussions with the Union with the objective of contracting out firmly in mind. However, a firm objective must be balanced with the fact that a final decision to proceed must not yet have been made. The Employer must have an open mind to consider suggestions by the Union for ways to avoid or reduce the disruption to affected employees.

d. The Employer must give the Union a reasonable opportunity to explore alternatives, present options, and attempt to persuade the Employer to keep the work within the Bargaining Unit.

e. To meet the purpose of meaningful consultation, the Employer is required to respond to reasonable requests by the Union for information necessary to engage in a meaningful discussion. The scope of the duty of disclosure will depend on the circumstances of each case.

f. If the Employer rejects options or alternatives identified by the Union, the Employer will identify its rationale for doing so.

g. Subject to the foregoing, timelines for consultation embedded in the collective agreement should be respected by the parties.

h. Alternatives for contracting out should be identified and discussed by the parties as early in the process as possible. The parties should not introduce substantively new alternatives late in the process except under special circumstances. If a delay by the Union in presenting an alternative to contracting out was caused by the Employer's failure to meet its obligations in paragraph e. above, that delay will be a special circumstance.

i. The Employer cannot absolve itself of a breach of the failure to consult by simply maintaining that nothing the Union could have said would have changed the Employer's decision to proceed. However, a finding that the Union was not prejudiced by a breach may impact a determination of the appropriate remedy.

j. The right to be consulted is not to be construed as a veto by the Union. The Employer retains the right to make the final decision and proceed with the posed action provided it has complied with the meaningful consultation requirement. The right to be consulted provides an opportunity for the Union to have input and potentially

influence the decision of the Employer. However, the opportunity to be consulted is not to be used as a way to unduly frustrate or delay a valid business initiative from taking place.

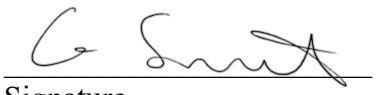
2. These principles are intended to provide guidance to the parties on how they should interpret and apply the language in Article 53, and do not amend or negate any provision in Article 53. If there is any conflict between the language of Article 53 and the provisions of this Letter of Understanding, the language in Article 53 will prevail.

3. This Letter of Understanding will continue in effect for the duration of the Collective Agreement and by mutual agreement may continue to apply in respect of future collective agreements.

All of which is agreed, this 25th day of January, 2022, by:

Alberta Union of Provincial Employees

Per: (Print Name) Guy Smith, President



Signature

January 25, 2022
Date

Government of the Province of Alberta

Per: **(Print Name)** Dana Thompson

Signature

February 15, 2022
Date

Per: **(Print Name)** _____

Signature

Date