



COLLECTIVE AGREEMENT

BETWEEN

THE SPECIAL AREAS BOARD, HANNA

AND THE

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 118/020**

January 1, 2019 to March 31, 2024

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THIS AGREEMENT made the ____ day of _____, 2022

BETWEEN:

SPECIAL AREAS BOARD, HANNA
(hereinafter referred to as the Employer)

OF THE FIRST PART

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES ON BEHALF OF LOCAL 118/020
(hereinafter referred to as the Union)

OF THE SECOND PART

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Employees of the Special Areas Board pursuant to the *Labour Relations Code* and Article 2 of this Collective Agreement;

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.01
- (a) A word used in the masculine gender may also apply in the feminine;
 - (b) A word used in the singular may also apply in the plural;
 - (c) "Employer" means the Special Areas Board, Hanna, as defined in the Special Areas Act, and in the amendments thereto;
 - (d) "Chair" means the Chair, Special Areas Board, Hanna;
 - (e) "Union" means the Certified Bargaining Agent, Alberta Union of Provincial Employees, which is a party to this Collective Agreement;
 - (f) "Employee" means a person hired pursuant to Section 28(3) of the Special Areas Act and who is employed in one of the two following categories:
 - (A) Salaried service, which consists of an Employee paid on a monthly basis, and assigned to a position in a classification set out in Schedule "A" and designated by the Employer as either a Full-time regular, a Part-time regular or a Temporary Employee;
 - (i) "Full-time Regular Employee" means a person who is normally required to work the full annual normal hours of work year round as specified in the hours of work Article,
 - (ii) "Part-time Regular Employee" means a person who may be required to work year round but who is regularly scheduled to work less than the normal full annual hours of work as set out in the hours of work Article,
 - (iii) "Temporary Employee" means a person who is required to work on a continuous full time basis for a limited period and hired as such.
 - (B) "Wage Service" means an Employee hired for Full or Part time employment and paid at an hourly rate on a time certificate but who is not assigned to a position in a classification set out in Schedule "A".
 - (g) "Probationary Employee" means a person who is serving a probationary period as defined in Article 22 of this Agreement;
 - (h) "Monthly Salary" means the annual salary as set out in Schedule "A" divided by twelve (12);
 - (i) "Union Representative" means a person authorized by the Union to act on behalf of an Employee;
 - (j) "Work Day" means any day in which an Employee is normally required to be at his place of work;

- (k) "AUPE" means the Alberta Union of Provincial Employees with its head office located in Edmonton;
- (l) "Minimum Salary" means the lowest period of the salary range assigned to a class;
- (m) "Period" means a single salary rate within a salary range;
- (n) "Increment" means the difference between one (1) period and the next period within the same salary range;
- (o) "Maximum Salary" means:
 - (i) the highest period in the Employees pay range below the L.S.I. period; or
 - (ii) the job rate where no salary range has been assigned a class;
- (p) "Apprentice" means a person as defined within the Manpower Development Act who is serving a special training period;
- (q) "Anniversary Date" shall mean, for the purpose of a promotion or reclassification, the 1st day of the month in which the appointment or reclassification becomes effective, unless it occurs after the 15th of the month, in which case the anniversary date shall be the 1st day of the following month.

ARTICLE 2

EMPLOYER RECOGNITION

- 2.01 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 3

UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees covered by this Agreement, as described in the Certificate of the Labour Relations Board, except those excluded by mutual written agreement between the Parties. The following persons and positions have been excluded by the Parties: Coordinator of Financial Services; Coordinator of Computer Services; Supervisor, Human Resource Services; Secretary to the Director, Finance and Administration; Parks Supervisor; and Secretary to the Chair of the Special Areas Board.
- 3.02 The Employer will provide available bulletin board space for use of the Union at locations on the Employer's premises, which are accessible to Employees. Bulletin board space shall be used for the posting of Union information directed to its Members. The text of such information shall be submitted to the Employer for approval prior to posting and a decision shall be provided within twenty-four (24)

hours.

- 3.03 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 4

APPLICATION

- 4.01 This Agreement applies to a Salary Employee:

- (a) who is hired for Full-time regular employment; or
- (b) who is hired for Part-time regular employment except, where applicable, shall be applied on a pro rata basis; or
- (c) who is hired for Temporary employment except that the following:
 - (i) Article 12 - Lay Off, Article 13 - Severance and Article 14 - Seniority shall not apply, and
 - (ii) Apprentices shall not have access to Article 24 - Grievance Procedure for termination of employment as a result of:
 - (a) failure to comply with the terms and conditions of the Manpower Development Act and/or regulations; or
 - (b) the unavailability of tradesman positions upon completion of the Apprenticeship program; or
 - (c) lack of appropriate work.

- 4.02 (a) Only the following provisions of the Collective Agreement shall apply to Wage Service Employees during their first fourteen hundred (1400) hours of employment:
- (i) Article 1 - Definitions
 - (ii) Article 5 - Union Membership and Dues Deduction
 - (iii) Article 8 - Prohibition Against Discrimination and Sexual Harassment
 - (iv) Article 15 - Hours of Work
 - (v) Article 16 - Overtime
 - (vi) Article 35 - Statement of Job Duties
 - (vii) Five point two percent (5.2%) in addition to his regular earnings in lieu of Paid Holidays;

- (viii) Six percent (6%) in addition to his regular earnings in lieu of Annual Vacation;
- (ix) Pay at a rate set out in Schedule "A".
- (b) Wage Service Employees - after completing the qualifying period of fourteen hundred (1400) hours will receive only the following additional entitlements of the Collective Agreement, commencing at the following pay period:
 - (i) Article 10 - Attendance
 - (ii) Article 15 - Hours of Work
 - (iii) Article 16 - Overtime
 - (iv) Article 17 - Call Out Pay
 - (v) Article 18 - Reporting Pay
 - (vi) Article 20 – Weekend Premiums
 - (vii) Article 24 - Grievance Procedure - for other than disciplinary grievances
 - (viii) Six (6) days in lieu of Article 25 - Casual Illness and Article 26 - General Illness
 - (ix) Accidental Death and Dismemberment for Occupational Accident Coverage shall apply as per Article 28
 - (x) One percent (1%) plus an additional amount of fifty dollars (\$50.00) per pay period in lieu of Article 28 - Health Plan Benefits. This amount shall be paid on each pay period. For a Wage Service Employee who is regularly scheduled to work less than the normal full annual hours of work, the \$50.00 per pay period in lieu of benefits shall be prorated based on the number of hours worked. Such prorated amounts shall be paid on each pay period. Effective January 1, 2018 the percentage shall be increased from 1% to 2%.
 - (xi) Article 31 – Special Leave
 - (xii) Article 33 – Court Leave
 - (xiii) Article 34 - Occupational Health and Safety
 - (xiv) Article 39 - Travel and Subsistence
 - (xv) Wage Service Employees shall not have recourse to the grievance procedure in the case of dismissal or termination, however he may request a meeting with the Chair to discuss the reason for his dismissal or termination. The decision of the Chair shall be final and binding. The meeting shall be held as soon as possible and the

person has the right to have a Union Steward present during the meeting.

- 4.03 Except as otherwise specified in the Collective Agreement, there shall be no pyramiding of leave, benefits or entitlements.

ARTICLE 5

UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 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.
- 5.02 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 AUPE shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 5.03 (a) The Employer shall remit Union dues deducted from the pay of all Employees to the AUPE by the first working day after the fifteenth (15th) calendar day in the following month. The deductions remitted shall include a list of each Employee's name, last known address, date of hire, Employee number, monthly salary or hourly wages, classification as per Schedule "A", and the amount of Union dues deducted.
- (b) The Employer shall include the names of Employees in receipt of Long-Term Disability or Workers Compensation Benefits for the month in which these benefits became effective and for the month in which these benefits are discontinued and the Employee returns to work.
- 5.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 6

EMPLOYER-UNION RELATIONS

- 6.01 The Employer may grant Union Representatives access to its premises for a specific purpose provided prior approval has been obtained. Approval may be requested from the Director of Finance and Administration or his designate and once approved, access will be granted.

ARTICLE 7

EMPLOYER-EMPLOYEE RELATIONS

- 7.01 The Employer acknowledges the right of the Union to appoint Employees in the

Bargaining Unit as Union Stewards.

- 7.02 The Union shall determine the number of Union Stewards in consultation with the Employer, having regard to the plan of organization, and the distribution of Employees at the work place.
- 7.03 The Employer recognizes the right of the Union Steward to deal with complaints and grievances as permitted by this Collective Agreement.

ARTICLE 8

PROHIBITION AGAINST DISCRIMINATION AND SEXUAL HARASSMENT

- 8.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by reason of age, race, colour, ancestry, place of origin, religious beliefs, gender, sexual orientation, family status, marital status, mental or physical disability, or membership or activity in the Union, nor in respect of any Employee or Employer exercising any right conferred under this agreement or any law of Canada or Alberta.
- 8.02 The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- 8.03 The first level in the grievance procedure shall be waived if the person who would be hearing the grievance is the subject of a complaint submitted pursuant to Article 8.01 or 8.02.

ARTICLE 9

TIME OFF FOR UNION BUSINESS

- 9.01 Time off with regular pay during normal working hours shall be provided on the following basis:
- (a) An Employee for a reasonable amount of time spent discussing grievances with the Employer as outlined in Article 24 - Grievance Procedure.
 - (b) A Union Steward for a reasonable amount of time spent discussing grievances with the Employer at Step 2 of the Grievance Procedure.
- 9.02 Time off with regular pay during normal working hours shall be provided for activities defined in 9.01 provided:
- (a) the Union Steward and Employee are given permission by the Employer to leave their place of work; and
 - (b) they report to their supervisor at the conclusion of the meeting.
- 9.03 Time off without pay shall be provided on the following basis:
- (a) Members of the Local Negotiating Committee, not exceeding three (3) in

number, for the time spent in negotiations with representatives of the Employer and in preparatory meetings during such negotiations of the Collective Agreement.

- (b) Employees who attend courses or seminars provided by the head office of the Alberta Union of Provincial Employees; or Members who by election, selection, or designation attend meetings and/or conventions of AUPE.
- (c) A Union Steward for time off pursuant to Article 22 - Probationary Employee and Period and Article 23 - Disciplinary Action.

9.04 Time off without pay shall be provided to Members for activities defined in 9.03 provided:

- (a) advance notice in writing is given to the Director, Finance and Administration, normally at least two (2) weeks in advance of the requested time off; and
- (b) the Employer authorizes such leave without pay.

9.05 To facilitate the administration of Clause 9.03 of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary or for the replacement salary costs, whichever is greater.

9.06 A current list of Union Officers and Committee Members shall be provided to the Employer and maintained by the Alberta Union of Provincial Employees. The list shall be provided to the Employer at least quarterly.

ARTICLE 10

ATTENDANCE

10.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to his senior official at his place of work. Employees are normally expected to advise the Employer prior to the commencement of their work shift if they will be absent or delayed. In any event, notification shall not be later than one (1) hour after normal starting time.

10.02 An Employee who absents himself from his employment and who has not obtained the approval of a senior official at his place of work shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that special circumstances satisfactory to the Employer prevented him from reporting to his place of work.

10.03 An Employee on authorized leave of absence and/or illness for an indeterminate period of less than twenty (20) work days shall notify his senior official at his place of work of his intention to return to work by giving notice during the preceding work day.

10.04 An Employee who is on a leave of absence and/or illness of twenty (20) work days or more, and who wishes to return to work shall notify a senior official at his place of work at least five (5) full work days prior to the desired date of return.

- 10.05 An Employee who is on leave of absence of twenty (20) work days or more, and who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall notify a senior official in writing at his place of work at least five (5) full work days prior to the desired date of return.
- 10.06 An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation if he wishes to resign in good standing.

ARTICLE 11

ACTING INCUMBENT OR TEMPORARY PROMOTIONS

- 11.01 An Employee who has been designated in writing by the Chair, to perform the principle duties of the higher level position in a classification with a higher maximum salary, during which time he may also be required to perform some of his regular duties, shall be eligible for additional compensation of four (4) percent.
- 11.02 A minimum five (5) day qualifying period must be served by any Employee under this Article.
- 11.03 Unless specifically authorized in writing by the Chair, this Article shall not apply where an Employee has been designated only limited additional duties.
- 11.04 It is understood that normally only one (1) Employee may be designated as a result of any one (1) Employee's absence.
- 11.05 An Employee who has been temporarily promoted by the Chair in writing to a classification with a higher maximum salary shall be paid at least one (1) increment higher than his current salary in the new classification.
- 11.06 When an Employee who has been occupying a position in a classification with a higher maximum salary returns to his regular position, his salary and anniversary date shall be readjusted to that which would be in effect if he had continuously occupied that position.

ARTICLE 12

LAYOFF

- 12.01 The Employer shall notify regular Full-time Employees with one (1) year seniority, of a reduction of the work force as follows:
- (a) Temporary

In the event of a layoff for a temporary period, an Employee shall be given five (5) days prior written notice or pay in lieu except where the layoff is caused by circumstances beyond the reasonable control of the Employer.
 - (b) Permanent
 - (i) In the event of a layoff of a permanent duration an Employee shall be given one (1) months prior written notice.

- (ii) If the Employee resigns in writing during the notice period specified in Sub-clause 12.01(b)(i) above, he shall receive pay at his regular rate in lieu of the remaining part of the notice to a maximum of one(1) months.

- 12.02 Seniority shall be defined as set out in Clause 14.01.
- 12.03 Employees shall be laid off in reverse order of seniority within their classification, provided the remaining Employees are qualified and able to perform the work available without special training.
- 12.04 Employees shall be recalled in order of seniority within their classification provided they are qualified and able to perform the work available without special training. Recall notice shall be by registered mail to the Employee's last address on record with the Employer. It is the responsibility of the Employee to notify the Employer promptly in writing of any change of address. When recalled, an Employee who fails to report to work within three (3) days of the date of recall notice shall forfeit his claim to re-employment.
- 12.05 No new Regular Employees shall be hired within a classification while there are Employees on layoff from that classification who are qualified to do the work.
- 12.06 (a) Employee(s) permanently laid off from the Employer under Sub-clause 12.01(b)(i) shall be vested with the right to apply for the first available position(s) within the same classification series through competition limited to such Employee(s); such vesting to last one hundred and eighty (180) consecutive calendar days commencing with the day following the release of the Employee(s); the Employer shall undertake to notify those Employees of all such positions. Such former Employees shall be eligible for severance pay in accordance with the Severance Article at the end of the one hundred and eighty (180) day vesting period. However, the time spent during the one hundred and eighty (180) day vesting period shall not count towards the qualifying time to earn entitlements set out in the Severance Article.
- (b) An Employee that is laid off shall have the right to waive his/her recall rights and receive severance as per Article -13 Severance.
- 12.07 Pursuant to Clause 12.06, Employees who are eligible to apply for available positions may do so. Where two (2) or more Employees have relatively equal qualifications, they shall be eligible for positions in order of their seniority.
- 12.08 An Employee who refuses without good and satisfactory reason to accept an alternate regular position in the same classification series, with the same or higher maximum salary as the position he was in prior to layoff shall forfeit all vesting rights pursuant to Clause 12.06.

ARTICLE 13

SEVERANCE

- 13.01 After one (1) year of seniority, an Employee who is released by the Employer pursuant to Sub-clause 12.01(b)(i) may be eligible for severance pay pursuant to

Clause 12.06 in the amount of two (2) weeks' pay for each full year of continuous Full-time employment to a maximum of forty eight (48) weeks' pay. Severance pay will only be paid once to an Employee and shall not be paid to an Employee who has been dismissed, resigned or retired or who refused an alternate position with no reduction in regular pay.

ARTICLE 14

SENIORITY

- 14.01 Seniority is defined as length of Full-time continuous year round service with the Employer from the last date of hire and shall accrue only to Permanent Regular Full-time Employees.
- 14.02 The seniority of an Employee shall be lost and all rights forfeited by reason of:
- (a) resignation;
 - (b) dismissal for just cause or otherwise properly terminated;
 - (c) retirement;
 - (d) failure to return to work within three (3) days of notice of recall;
 - (e) the expiry of the one hundred and eighty (180) day vesting period pursuant to Clause 12.06.
- 14.03 An Employee shall not accrue seniority rights while on probation or while absent from work because of:
- (a) Workers' Compensation in excess of eighty (80) work days;
 - (b) sickness in excess of eighty (80) work days;
 - (c) layoffs;
 - (d) leave of absence without pay;
 - (e) unauthorized absence.

However, upon completion of the Employee's probationary period, his seniority will be made retroactive to the commencement of employment pursuant to Clause 14.01.

ARTICLE 15

HOURS OF WORK

- 15.01 The normal hours of work for Employees covered by this Agreement shall be:
- (a) thirty-six and one-quarter (36 1/4) hours per week for classifications set out in Appendix "A", or

(b) forty (40) hours per week for all other classifications.

- 15.02 The sole purpose in defining the normal hours of work is to provide the basis for calculating overtime pay and benefits.
- 15.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute rest periods in each work period in excess of six (6) consecutive hours, one (1) period to be granted before the meal break and one (1) 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.
- 15.04 A meal period of not less than one-half (1/2) hour and not more than one (1) hour shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal periods shall be without pay and at a time and place approved by a Senior Official.
- 15.05 An Employee who is directed by his Supervisor to remain due to a specific assignment at a station of employment during his meal period shall be provided compensating time off later in the shift or he shall be paid at his normal rate of pay. Time worked during such on-duty lunch break shall not contribute towards a fulfillment of the normal hours of work or towards any overtime compensation.

APPENDIX "A"

(36 1/4 HOURS PER WEEK)*

<u>CLASS NUMBER</u>	<u>TITLE</u>
0071	ADMINISTRATIVE SUPPORT I
0072	ADMINISTRATIVE SUPPORT II
0073	ADMINISTRATIVE SUPPORT III
0074	ADMINISTRATIVE SUPPORT IV
0075	ADMINISTRATIVE SUPPORT V
0076	ADMINISTRATIVE SUPPORT VI
0200	ASSESSOR I
0201	ASSESSOR II
0202	ASSESSOR III
0203	ASSESSOR IV
0304	ACCOUNTANT I
0305	ACCOUNTANT II

1053	LAND SURVEYOR I
1054	LAND SURVEYOR II
1309	TECHNOLOGIST I
1310	TECHNOLOGIST II
1311	TECHNOLOGIST III
4401	AGRICULTURE OFFICER I
4402	AGRICULTURE OFFICER II
4403	AGRICULTURE OFFICER III
4405	AGROLOGIST I
4406	AGROLOGIST II

*Notwithstanding Sub-clause 15.01(a), the Employer may require Employees in certain positions in classifications set out in this Appendix to work 40 hours per week, for which they shall receive ten point three four percent (10.34%) more than the stated salary rate in Schedule "A".

ARTICLE 16

OVERTIME

- 16.01 An Employee may be required to work authorized overtime by the Employer.
- 16.02 An Employee who has been authorized to work overtime shall be compensated as follows:
- (a) for hours worked in excess of seven and one quarter (7 1/4) hours in one work period for Employees paid pursuant to a classification set out in Appendix "A" thirty six and one quarter (36 1/4) hours per week at one and one-half times (1 1/2x) the regular rate of pay for the first two (2) hours worked in excess of his regular daily hours and at two times (2x) his regular hourly salary for hours worked in excess of two (2) hours;
 - (b) for hours worked in excess of eight (8) hours in one (1) work period for all other Employees (including those Employees paid pursuant to classifications in Appendix "A" who are required to work forty (40) hours per week) at one and one-half (1 1/2x) times the regular rate of pay for the first two (2) hours worked in excess of his regular daily hours and at double his regular hourly salary for hours worked in excess of two (2) hours;
 - (c) all hours worked on the first scheduled day of rest worked, up to an equivalent of the full normal daily hours shall be at one and one-half (1 1/2x) times the regular rate of pay and two (2x) times for additional hours

worked on that day thereafter;

- (d) all hours worked on the second scheduled day of rest in that rest period, at two times (2x) his regular hourly rate of pay.
- (e) When overtime is worked on a second or subsequent day of rest rather than a first day of rest at the request of an Employee, compensation shall be at the rate of time and one-half (1 1/2x) for each hour of overtime worked.

- 16.03
- (a) Time off accumulated as a result of overtime worked may be granted at the discretion of the Employer as time off in lieu or as a cash settlement;
 - (b) time off granted in lieu of a cash settlement under Sub-clause 16.03(a) above shall be taken at a mutually agreeable time within the next twelve (12) months or at such longer period as agreed to by the Employer.

16.04 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 his normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.

16.05 An Employee may occasionally be required to work extra time up to fifteen (15) minutes immediately following closing time without payment.

16.06 Where the Employer requires Employees to attend seminars, workshops, conferences, courses and like events, Employees shall not be entitled to paid overtime or time off in lieu, but shall receive:

- (a) pay at regular rates to a maximum of normal daily hours for attendance on a normal work day, or
- (b) pay at regular rates to a maximum of normal daily hours or a day off in lieu for attendance on a scheduled day of rest at management's discretion, and
- (c) pay at regular rates for the actual hours spent in specifically authorized travel in excess of his normal daily or weekly hours of work.

16.07 Overtime pay or compensatory time off shall be calculated to the nearest one quarter (1/4) hour and shall not be allowed twice for the same hours.

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

16.09 An Employee whose duties require him to periodically work away from his normal place of employment and who is entitled to claim payment for meals, shall not be paid for the time spent taking such meals.

16.10 Regular Part-time Employees working less than the normal hours of work shall be paid at the rate of straight time for the hours worked until they exceed the normal daily or weekly hours for Full-time Regular Employees in the same class, after which time the overtime provisions shall apply.

- 16.11 Employees that are working on construction crews assigned to Camp shall work up to eight (8) hours per day. If they are required to work in excess of the normal hours of work in a day, they shall be paid at one and one half (1 1/2x) times their hourly rate for the first four (4) hours, and two (2x) times their hourly rate thereafter.

ARTICLE 17

CALL OUT PAY

- 17.01 When an Employee is called back to work by an authorized representative of the Employer for a period in excess of two (2) hours, including time spent traveling directly to and from work, he shall be paid at the applicable overtime rate for hours worked pursuant to Article 16 - Overtime. For such call out on a paid holiday the rate of pay shall be in accordance with Article 29 - Paid Holidays.
- 17.02 Subject to Clause 17.03 an Employee who is called out to work one or more times within a two (2) hour period and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be paid at straight time for a minimum of three (3) hours.
- 17.03 There shall be no minimum guaranteed compensation or compensation for time spent traveling if the call out is contiguous with a normal working period.

ARTICLE 18

REPORTING PAY

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

ARTICLE 19

STANDBY PAY

- 19.01 When an Employee is formally designated by an authorized representative of the Employer to be immediately available to return to work during a period in which he is not on regular duty and he returns to work, he shall be paid the amount of one-half (1/2) hour's pay at his regular rate for each four (4) hours on standby or any major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or any portion thereof.
- 19.02 When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause 19.01 for the hours he was on standby and paid pursuant to the relevant section of the overtime Article for the hours worked on call back.

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

ARTICLE 20

WEEKEND PREMIUMS

- 20.01 An Employee, who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of two dollars (\$2.00) for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 20.02 At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 21

WORKERS' COMPENSATION SUPPLEMENT

- 21.01 If a Regular Full-time or a Regular Part-time Employee sustains an injury in the course of his duties with the Employer which causes him to be absent from work and as a result he receives Workers' Compensation authorized by the Workers' Compensation Act, he shall be paid his regular full salary during the period he was required to remain off work up to eighty (80) work days, provided the Employee assigns his WCB payments to the Employer. If the Employee is unable to return to work when this period expires he shall then be paid according to the rate prescribed by the *Workers' Compensation Act*.
- 21.02 The eligibility period specified in Clause 21.01 shall not apply in the event of a reoccurrence 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.
- 21.03 When a day designated as a Paid Holiday under Article 29 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.
- 21.04 The Parties agree that the Workers' Compensation supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.

ARTICLE 22

PROBATIONARY EMPLOYEE AND PERIOD

- 22.01 (a) Subject to Sub-clause 22.01 (b), Regular Full-time and Regular Part-time Employees shall serve a probationary period. The period of probation shall start on the initial date of commencement and shall consist of a total of six (6) months worked for clerical Employees and twelve (12) months

worked for all other Employees.

- (b) An Employee may be required by the Employer to serve an additional probationary period, after written notice has been given to the Union. This additional probationary period shall not exceed a further six (6) months worked by the Employee.

22.02 An individual shall not have recourse to the grievance procedure in the case of dismissal during his probationary period. However, he may request a meeting with the Chair to discuss the reason for his dismissal. The decision of the Chair shall be final and binding. The meeting shall be held as soon as possible and the person has the right to have a Union Steward present during the meeting.

ARTICLE 23

DISCIPLINARY ACTION

23.01 Where an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed, the Employee shall be informed in writing of the reasons for such action as soon as reasonably possible.

23.02 An Employee may request an interview with his immediate supervisor concerning any disciplinary action, which has been taken against him. The supervisor shall arrange a suitable time and place for such interview and the Employee may be accompanied by a Union Steward if he so requests.

23.03 An Employee who has been subjected to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary action was invoked, request that his personnel file be purged of any record of the disciplinary action. Such a request will be granted providing:

- (a) the Employee's file does not contain any further record of disciplinary action during that eighteen (18) month period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.

23.04 Access to an Employee's personnel file shall be provided to the Employee upon request and within a reasonable time, once in every year and also in the event of a grievance. He may request that a representative of the Union be present at the time of such examination. A management representative shall be present during the examination of the personnel file.

23.05 Subject to the remainder of this Agreement no Employee shall be dismissed, suspended, demoted or given a written reprimand without just cause.

ARTICLE 24

GRIEVANCE PROCEDURE

24.01 Definition and Scope

- (a) A grievance is a difference arising out of the interpretation, application, operation or any contravention or alleged contravention of this Agreement

or as to whether any such difference can be the subject of Arbitration;

- (b) "Days", as used in this Article, means Monday to Friday, excluding holidays;
- (c) A Policy Grievance is a difference, which seeks to enforce an obligation of the Employer to the Union or the Union or its Members to the Employer. A Policy Grievance shall not be an obligation that may or could have been the subject of a Grievance by an Employee;
- (d) Notwithstanding Sub-clause 24.01(a), any issue pertaining to the establishment or alteration of a classification, the classification process, or the allocation of a position to a particular classification, shall not be considered a Grievance under any circumstances and shall not be subject to the Grievance process under this Article.

24.02 Meetings During Grievance Procedure

The Employer or the aggrieved may request that a written Grievance be discussed at Step Two of the Grievance Procedure. A Union Representative or Union Steward shall be allowed to be present at these discussions.

24.03 Grievance Process

All Grievances shall be dealt with progressively in accordance with the procedure set out below, without stoppage of work or refusal to perform work:

A. Step One

An Employee who wishes to pursue a grievance, other than a grievance concerning suspension or dismissal, shall first discuss the matter with his Manager or Supervisor (as applicable) within ten (10) days from the date on which the subject of the Grievance occurred or of the time the Employee should reasonably have first become aware of the subject of the Grievance. The Manager or Supervisor shall reply to the Employee within ten (10) days of the date of the discussion.

B. Step Two

- (i) With the approval of the Union, in writing, when an Employee is not satisfied with the answer or settlement at Step One, the Grievance may be forwarded to the Division Director or his designate within ten (10) days of the Manager or Supervisor's response at Step One. The Grievance shall be in writing and state the particulars of the Grievance, the redress sought and the Article or Articles claimed to be violated. The Division Director shall provide his decision in writing to the Employee within ten (10) days of receipt of the Employee's written Grievance and shall submit a copy of his reply to the Union.
- (ii) Notwithstanding Sub-clause 24.03B.(i), in the case of suspension or dismissal the Employee shall submit his grievance to the Chair. All other provisions in Sub-clause 24.03B.(i) shall apply.

C. Step Three

If an Employee is not satisfied with the answer or settlement he received at Step Two, and he wishes to pursue his Grievance, he must submit his Grievance to an Arbitration Board provided that he has the written approval of the Union, within ten (10) days of the receipt of the reply provided at Step Two.

24.04

Arbitration Board Decision

- (a) An Arbitration Board shall be comprised of one (1) member appointed by the Employer, one (1) member appointed by the AUPE and a neutral, Chair appointed by the other two (2) members;
- (b) As an alternate procedure to a three (3) member Arbitration Board, as set out in Sub-clause 24.04(a) above, the Employer and the AUPE may agree to submit the Grievance to a single Arbitrator;
- (c) Within ten (10) days of the receipt of the notice referred to in Step Three, the party receiving the Grievance shall notify the other party in writing of the name of its nominee to the Arbitration Board, or its choice of its single Arbitrator;
- (d) Each party shall bear its own fees and expenses; the fees and expenses of the Chair, or single Arbitrator, shall be shared equally by the parties;
- (e) If either party fails to appoint a member, or if they are unable to agree on a single Arbitrator, or if the appointed members cannot agree on a neutral Chair, such appointment shall be made in accordance with the Labour Relations Code.
- (f)
 - (i) The Arbitration Board or single Arbitrator shall not have any power to alter, amend or change the provisions of this Agreement or to substitute any new provisions from the existing provisions.
 - (ii) The Arbitration Board or single Arbitrator shall confine their decisions solely to the precise issues submitted to them and shall have no authority to make a decision on any other issue not so submitted.
- (g) A Policy Grievance shall be submitted to the other party within ten (10) days of the date upon which the alleged violation of the Collective Agreement has occurred or within ten (10) days from the date upon which the aggrieved party first became aware of the subject of the Grievance.

Within fourteen (14) days of filing a Policy Grievance, the parties shall meet in an attempt to resolve the difference. Failure to meet to resolve the difference or if the parties are unable to resolve the Policy Grievance within fourteen (14) days of filing, shall entitle the aggrieved party to advance the Policy Grievance to Step Three within an additional fourteen (14) days.

24.05

- (a) Where a grievance is heard by a three (3) member board, the decision of

the majority of the members is the decision of the Board but if there is no majority, the decision of the Chair governs and his decision is the decision of the Arbitration Board.

- (b) When disciplinary action against an Employee is involved, the Arbitration Board, or single Arbitrator may vary the penalty, as it considers just and reasonable under the circumstances.
- (c) An award of the Arbitration Board is final and binding on the parties and upon any Employee affected by it.

24.06

(a) Time Limits and Procedures

- (i) 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 the abandonment of the Grievance. Failure to reply to a Grievance in a timely fashion shall pass the Grievance to the next Step. Grievances so advanced shall be the subject of time limits as if a reply had been made on the last allowable day of the preceding Step in the procedure.
- (ii) Time limits in this Article may be extended by written agreement between designated representatives of the Employer and the Union.
- (iii) Procedures as stipulated in this Article may be varied by written agreement between the Employer and the Union.

(b) 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 on:

- (1) an individual:
 - (i) personally or by leaving it for him at his last or most usual place of abode with some person who is apparently at least eighteen years of age, or
 - (ii) by mailing it to him by registered mail to his last known post office address, or
 - (iii) personally via receipted courier service.
- (2) the Employer:
 - (i) personally or by a receipted courier service, on the Chair, Special Areas Board, or
 - (ii) by leaving it at or by sending it by registered mail to the office of the Chair, Special Areas Board.

- (3) Union/AUPE:
- (i) personally on the President, or his designate, of the Alberta Union of Provincial Employees; or
 - (ii) by sending it by registered mail to the address of the President, of the Alberta Union of Provincial Employees; or
 - (iii) personally on the President, or his designate, of the Alberta Union of Provincial Employees by receipted courier service.
- (4) The date of the delivery establishes the date of receipt for documents that are served personally.
- (5) Documents that are mailed by registered mail shall be deemed to have been received on the date noted on the registration card.

ARTICLE 25

CASUAL ILLNESS

- 25.01 "Casual Illness" means an illness that causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.
- 25.02 Employees are expected to arrange medically related appointments in a way that minimizes the amount of time away from work. However, where appointments cannot be made outside of normal hours of work, Employees may use casual illness leave for time off for the purposes of attending a dental, physiotherapy, optical or for a medical appointment provided they have received prior authorization from their Employer or his designate.
- 25.03 An Employee in each calendar year shall be eligible for a maximum of twelve (12) work days of casual illness leave with pay on a pro-rata basis. Each day or portion of a day of casual illness used including illness within the immediate family, within a year of service, shall be deducted from the remaining Casual Leave entitlement for that year of service.
- 25.04 An Employee may be required to provide proof of casual illness or absenteeism related to illness, satisfactory to the Employer upon request.
- 25.05 "Immediate Family" shall mean: Spouse (including common law spouse), mother, father or dependent son or daughter.

ARTICLE 26

GENERAL ILLNESS

- 26.01 "General Illness" means an illness that causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness leave shall be in addition to any casual illness leave entitlements specified in Article 25.
- 26.02 An Employee at the commencement of each year of employment shall be entitled

to General Illness leave at the specified rates of pay in accordance with the following Sub-clauses, and the application of such General Illness leave shall be set out in accordance with Clause 26.03:

- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter seventy (70%) percent of normal salary for seventy (70) work days of illness.
- (b) Illness commencing in the first year of employment, but following the first month of employment; one hundred (100%) percent of normal salary for each of the first ten (10) work days of illness and seventy (70%) percent of normal salary for each of the next seventy (70) work days of illness.
- (c) Illness commencing in the second year of employment; one hundred (100%) percent of normal salary for each of the first fifteen (15) work days of illness and seventy (70%) percent of normal salary for each of the next sixty-five (65) work days of illness.
- (d) Illness commencing in the third year of employment; one hundred (100%) percent of normal salary for each of the first twenty-five (25) work days of illness and seventy (70%) percent of normal salary for each of the next fifty-five (55) work days of illness.
- (e) Illness commencing in the fourth year of employment; one hundred (100%) percent of normal salary for each of the first thirty-five (35) work days of illness and seventy (70%) percent of normal salary for each of the next forty-five (45) work days of illness.
- (f) Illness commencing in the fifth year of employment; one hundred (100%) percent of normal salary for each of the first forty-five (45) work days of illness and seventy (70%) percent of normal salary for each of the next thirty-five (35) work days of illness.
- (g) Illness commencing in the sixth or any subsequent years of employment; one hundred (100%) percent of normal salary for each of the first sixty (60) work days of illness and seventy (70%) percent of normal salary for each of the next twenty (20) work days of illness.
- (h) For purposes of Clause 26.02 "employment" includes prior service with the Government of Alberta in a salaried position and also any prior employment on wages with the Special Areas Board provided there is no break in employment except such Employees shall not be compensated twice for the same illness leave.

26.03

- (a) Subject to Clause 26.03(b), an Employee upon return to active work after a period of General Illness of less than eighty (80) consecutive work days will have any illness leave days used for which normal salary was paid at the rate of one hundred (100%) percent, reinstated for future use at the rate of seventy (70%) percent of normal salary, within the same year of employment. General Illness leave days used for which normal salary was paid at the rate of seventy (70%) percent shall be reinstated for future use within the same year of employment, at the rate of seventy (70%) percent

of normal salary.

- (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.

26.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to the Employer's Long Term Disability Policy if applicable.

26.05 Notwithstanding Article 25 or Clause 26.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 25 if:

- (a) the absence is due to an injury while in the employ of any other Employer, nor is he eligible for any sick leave benefits for any subsequent absence caused by that injury, or
- (b) the absence is due to an intentional self-inflicted injury, or
- (c) the Employee is eligible for and receives compensation pursuant to the Workers' Compensation Act or Article 21 - Workers' Compensation Supplement.

26.06 When a day designated as a Paid Holiday under Article 29 falls within the 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 entitlements in respect of that day.

26.07 This Article is subject to Article 27.

ARTICLE 27

PROOF OF ILLNESS

27.01 To obtain illness leave benefits as described in Article 25 - Casual Illness, 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. The Employer agrees to reimburse the employee for the actual cost of the proper medical certificate where the employer requests the employee to obtain proof of medical appointment.

27.02 To obtain illness leave benefits as described in Article 26 - General Illness, the Employee is required to provide a proper medical certificate or other satisfactory proof of illness.

27.03 (a) The Employer may require that an Employee be examined by a medical board:

- (i) in the case of prolonged or frequent absence due to illness, or

- (ii) where there is an indication of apparent misuse of illness leave, or
- (iii) when it is considered that an Employee may be unable to satisfactorily perform his duties: (1) due to disability or illness; (2) prior to returning to work.

(b) The report of the medical board shall contain conclusions and recommendations relating to any limitations or restrictions concerning the Employee's ability to perform the duties of his position and the medical information leading to those conclusions.

(c) The Employer is responsible for the direct medical costs associated with the examination provided for in Sub-clause 27.03(a).

27.04 Pursuant to Clause 27.03, an Employee shall be entitled to have his personal physician or other physician of his choice to be a member of the medical board or act as his council before the medical board. Expenses incurred under this clause shall be paid by the Employer. A copy of the report from the medical board shall be sent to the Employee's physician.

27.05 The Employer may require that any Employee undergo a medical examination or a medical interview and when such examination or interview is for purposes other than meeting the requirements of Clause 27.01 and 27.02 the examination or interview shall be at the Employer's expense and on the Employer's time.

27.06 Where an Employee has been examined by a medical board and is also applying for L.T.D. benefits, a copy of the medical report shall be considered as part of the Employee's application.

27.07 The Parties agree that casual and general illness benefits as provided in this Agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.

ARTICLE 28

HEALTH PLAN BENEFITS

28.01 The Employer agrees to provide Employee benefit plans covering Group Life Insurance/Accidental Death and Dismemberment, Dependent Life Insurance, Long Term Disability Insurance, Extended Health Care Insurance and a Dental Plan, including a direct pay card.

28.02 The cost of premiums for the above benefit plans and Alberta Health Care will be shared on the following basis:

<u>Benefit</u>	<u>Employee</u>	<u>Employer</u>
Life Insurance & A.D. & D.	1/3	2/3
Dependent's Insurance	100%	---
Long Term Disability	100%	---

Extended Health Care	1/3	2/3
Dental	---	100%

- 28.03 The Employer and Employee agree to be bound by the Public Service Pension Plan and shall continue contributions pursuant to that plan and regulations.
- 28.04 The Employer will provide to each new Employee brochures outlining all benefits for which the Employee is eligible and to other Employees upon request.
- 28.05 The Employer will not alter or amend any Health Plan Benefit during the life of this Agreement without first consulting with the Union.
- 28.06 All benefit plans shall be governed by the official policy agreed to with the carrier. The Employer shall provide the Union with a copy of each plan.
- 28.07 A Health Care Spending Account (HCSA) has been established for all Employees eligible for health plan benefits in accordance with Article 4 - Application and Article 28 - Health Plan Benefits of this Collective Agreement. Effective January 1, 2018 the HCSA shall be converted to a Flex Spending Account.
- 28.08 **Effective January 1, 2022**, Special Areas Board shall allocate a sum of nine hundred dollars (\$900.00) to the eligible Employee's HCSA.
- 28.09 In each year thereafter, Special Areas Board shall allocate a sum of nine hundred dollars (\$900.00) dollars to the eligible Employee's HCSA.
- 28.10 The Parties understand that HCSA will be in accordance with the *Income Tax Act* and all applicable regulations and guidelines.
- 28.11 The HCSA year is from July 1 to June 30. Any unused allocation in an Employee's HCSA at the end of the HCSA year will be carried forward to the next HCSA year. The unused allocation cannot be carried forward beyond one (1) HCSA year. Any unused funds after the second year are forfeited in accordance with the *Income Tax Act*. Outstanding expenses which exceed the annual HCSA allocation shall not be carried forward to the next HCSA year.
- 28.12 The HCSA may be utilized by Employees for the purpose of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.
- 28.13 The Employer will contract with a service provider for the administration of the HCSA and the administration of the HCSA shall be subject to and governed by the terms and conditions of the applicable contract for services.

ARTICLE 29

PAID HOLIDAYS

- 29.01 Employees are entitled to one (1) day's paid leave for each of the following holidays:
- (a) New Years 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 (one day)	

- (b) The Christmas float holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
 - (i) on December 24th when Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday,
 - (ii) on December 27th when Christmas Day falls on a Monday or Wednesday,
 - (iii) on December 28th when Christmas Day falls on a Sunday.
- (c) Paid holidays other than Sub-clause 29.01(b) shall be observed on the day on which they fall unless an alternate day is designated by the Employer.

29.02 If a municipality does not proclaim a civic holiday as specified in Clause 29.01, the first Monday in August shall be observed as such holiday.

29.03 When a day designated as a holiday under Clause 29.01 falls during an Employee's work week and the Employee is not required to work, the Employee shall be granted holiday leave on that day.

29.04 When a paid holiday under Clause 29.01 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 designated as a holiday.

29.05 When an Employee works on one (1) of the holidays listed in Clause 29.01, the Employee shall receive either:

- (a) his regular salary plus one and one-half times (1 1/2x) for his normal daily hours worked and two times (2x) for additional hours worked thereafter, or
- (b) in lieu of his regular salary, one and one-half times (1 1/2x) for his normal daily hours worked and two times (2x) for additional hours worked thereafter, plus a day off in lieu with pay.

29.06 When a day off in lieu is granted under Sub-clause 29.05(b) Employees shall have the day off scheduled at a mutually agreeable time within the next three (3) months unless the Employer agrees to extend the time up to a maximum of twelve (12) months.

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

29.08 To qualify for compensation or day(s) in lieu under this Article, an Employee must work the last regular working day preceding and the first regular working day following the Paid Holiday unless authorization is obtained from the Employer.

ARTICLE 30

ANNUAL VACATION

30.01 (a) An Employee shall not take vacation leave without prior authorization from the Employer.

(b) Normally, when an Employee is requesting leave of more than three (3) days, the request shall be submitted in writing to the Supervisor not less than two (2) weeks prior to the commencement of the requested vacation leave.

30.02 Vacation entitlements with pay shall be as follows:

(a) an Employee who has completed twelve (12) full calendar months service as of December 31st shall in subsequent year(s) receive fifteen (15) work days vacation; earned at a rate of 1.25 days per calendar month;

(b) an Employee who has completed five (5) years service as of December 31st, shall in subsequent year(s) receive twenty (20) work days vacation; earned at a rate of 1.66 days per calendar month;

(c) an Employee who has completed thirteen (13) years service as of December 31st, shall in subsequent year(s) receive twenty-five (25) work days vacation; earned at a rate of 2.08 days per calendar month;

(d) an Employee who has completed twenty-one(21) years service as of December 31st, shall in subsequent year(s) receive thirty (30) work days vacation; earned at a rate of 2.5 days per calendar month;

(e) an Employee who has completed thirty (30) full years of service shall in subsequent years of service receive thirty-five (35) work days vacation earned at a rate of two point nine two (2.92) days per calendar month;

(f) an Employee who has completed less than twelve (12) months service as of December 31st, shall receive one point one two five (1.25) work days vacation for each calendar month worked from the commencement of his service provided that when employment has commenced on or before the fifteenth (15th) day of any month, he shall earn vacation entitlements from the first day of that month and when employment has commenced on or after the sixteenth (16th) day of any month, he shall earn vacation entitlements from the first day of the following month.

30.03 All calculations which include 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 30.11.

- 30.04 If one (1) or more paid holidays falls during the Employee's Annual Vacation period, another day or days may be added at the end of the vacation period at the time authorized by the Employer.
- 30.05 An Employee shall earn vacation leave pursuant to Clause 30.02 during the following authorized absences:
- (a) financially assisted education leave;
 - (b) sick leave for the first forty-four (44) consecutive work days;
 - (c) any other leave of absence with or without pay for the first twenty-two (22) work days.
- 30.06 Vacation leave may be taken:
- (a) in one (1) continuous period;
 - (b) in separate periods of not less than five (5) consecutive work days;
 - (c) up to ten (10) separate days off;
 - (d) up to fifteen (15) separate days off after eight (8) years service;
 - (e) or at such other times as may be approved by the Employer.
- 30.07
- (a) Except as otherwise provided herein vacation leave in respect to each year of service shall be taken:
 - (i) within sixteen (16) months after the end of the year;
 - (ii) at such time or times as may be approved by the Employer.
 - (b) If for personal reasons acceptable to the Employer or the exigencies of the Employee's duties as determined by the Employer prevent him from taking his vacation leave or part thereof within the sixteen (16) month period specified in Sub-clause 30.07(a) above he shall take the leave within the six (6) months following that period as the Employer may approve.
 - (c) Vacation leave shall not be postponed as provided by Sub-clause 30.07(b) in two (2) successive years.
 - (d) Notwithstanding the other provisions of this section, subject to the approval of the Employer, an Employee who so requests may be authorized to take earned vacation leave within the year in which it was earned, and the vacation leave taken by him in the following year shall be correspondingly reduced.
- 30.08 When an Employee is allowed to take any leave of absence, other than sick leave in conjunction with the period of vacation leave, the vacation leave shall be deemed to precede additional leave of absence, except in the case of Maternity Leave which may be authorized before or after vacation leave.

- 30.09 The Employer shall upon request consider granting an Employee at least two (2) weeks of his Annual Vacation Leave entitlement during the summer months.
- 30.10 An Employee shall be allowed to accumulate vacation leave in accordance with the general provisions of this Article for use at any time to a maximum of the Employee's Annual Vacation Leave entitlement.
- 30.11 Notwithstanding the provisions of Clauses 30.09 and 30.10, an Employee will be paid out for vacation leave when one of the following conditions applies:
- (a) the Employee's employment terminates; or
 - (b) the Employee's outstanding vacation leave exceeds two (2) years of entitlements, in which case and Employee will be paid out at fiscal year-end; or
 - (c) an Employee requests pay out and obtains the approval of the Chair, Special Areas Board. An Employee may request pay out for any amount, provided that he Employee keeps two (2) weeks (three (3) weeks with five (5) or more years of service) of entitlements to be taken as leave in the vacation year.
- 30.12 All vacation leaves will be paid out at the Employee's salary rate at the time the leave is paid out (the entitlement amount paid out is never rounded up).

ARTICLE 31

SPECIAL LEAVE

- 31.01 Subject to approval by the Employer, an Employee who requires time off from work may be granted Special Leave without loss of pay. The circumstances under which special leave may be approved are subject to Clause 31.02 and subject to the corresponding yearly maximum number of work days as follows:
- (a) Bereavement - four (4) days around the date of the funeral;
 - (b) Travel time for bereavement leave - three (3) days;
 - (c) Administration of Estates - two (2) days;
 - (d) Moving household effects - one (1) day per calendar year;
 - (e) Time to write examinations for courses approved by the Employer - as required;
 - (f) Attend funerals as pallbearer or mourner - subject to Clause 31.03, time off as required not to exceed one (1) day, unless otherwise approved by the Employer;
 - (g) Time (including travel time if necessary) to attend formal hearing to become a Canadian citizen - one (1) day;
 - (h) Be present at the birth or adoption proceedings of an Employee's child -

one (1) day.

- 31.02 For purposes of determining eligibility for Special Leave under Clause 31.01 the following provisions apply:
- (a) Bereavement - leave of absence will be granted in the event of the death of the Employee's spouse (including common law spouse), or any of the following relations of an Employee or spouse (including common law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them, step-child, step-parent, step-brother or step-sister. This time shall include time for making all the necessary arrangements relating to the funeral of the deceased's family.
 - (b) Travel time continuous with bereavement leave shall mean travel if required during normal working hours on the days before and the days following bereavement leave, provided the Employer has authorized such travel leave.
 - (c) Administration of Estate shall apply only when an Employee has been designated as an executor of the estate for the deceased.
 - (d) Moving of household effects shall apply to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours.
 - (e) Mourner or Pallbearer - Leave of absence may be granted where operational requirements permit subject to the approval of the Employer.
- 31.03 The maximum annual leave specified for each circumstances requiring use of special leave shall not be exceeded. However, Bereavement Leave and leave for the Administration of Estate may be granted more than once within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year, unless additional Bereavement Leave is approved by the Employer.
- 31.04 Two (2) weeks notice may be required for leave requested under Sub-clause 31.01 (c), (d), (e) and (g).
- 31.05 A terminating Employee shall not be eligible for benefits under Sub-clause 31.01 (d) during last ten (10) work days of active employment.

ARTICLE 32

MATERNITY/PARENTAL/ADOPTION LEAVE & COMPASSIONATE CARE BENEFITS

- 32.01 The parties agree that the provisions of the Employment Standards Code and Regulations concerning Maternity, Parental and Adoption Leave shall apply to Employees of the Employer. The Employment Insurance Compassionate Care Benefits shall also apply to Employees of the Employer.
- 32.02 A pregnant Employee who presents medical evidence from her physician which

satisfies the Employer that continued employment in her present position may be hazardous to herself or her unborn child, may request a transfer to a more suitable position for which she is qualified, if one is available. The Employee shall remain at the same salary level during this period. Where no suitable position is available, the Employee may request maternity leave as provided by Article 32 if the Employee is eligible for such leave.

- 32.03 An Employee who, at the commencement of Maternity / Parental / Adoption Leave or a Compassionate Care Benefit leave, is participating in the Extended Health Care Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on Maternity / Parental / Adoption Leave or a Compassionate Care Benefit Leave, and the Employer and the Employee premium contributions if applicable, shall continue.

ARTICLE 33

COURT LEAVE

- 33.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Employer records, he shall be allowed leave with pay, but any fees receivable by him shall be paid to the Employer.
- 33.02 When an Employee is subpoenaed as a witness in his private capacity or summoned as a juror:
- (a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any fees receivable by him shall be paid to the Employer;
 - (b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any fees receivable by him shall be paid to the Employer.
- 33.03 When an Employee is required to attend court or to deal with legal matters relative to personal matters the Employee shall request time off without pay in advance of the required time off. Alternatively, the Employee can request Annual Vacation Leave. Such request shall not be unreasonably denied.

ARTICLE 34

OCCUPATIONAL HEALTH AND SAFETY

- 34.01 The Parties agree that the Employer is bound by the Alberta Occupational Health and Safety Act, and the Government of Alberta Occupational Health and Safety Program.
- 34.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the Alberta Occupational Health and Safety Act and Radiation Health Protection Act and any regulation or amendment thereto.
- 34.03 Pursuant to Clause 34.02 the Employer shall provide, maintain, replace and clean protective clothing and equipment.

- 34.04 All equipment and protective clothing supplied by the Employer shall remain the property of the Employer.
- 34.05 Where the Employer determines that safety footwear should be provided, the Employer shall either provide the actual safety footwear or pay to each such eligible Employee the cost of such footwear up to a maximum of one hundred and fifty (\$150.00) dollars per annum.
- 34.06 When an Employee does not purchase safety boots in any given year, that year's allowance shall be carried forward to the next year immediately following.
- 34.07 Where the Employer determines that insulated coveralls or a parka should be provided, the Employer shall either provide the actual insulated coveralls or parka or pay to each such eligible Employee the cost of such coveralls or parka up to a maximum of seventy-five (\$75.00) dollars per annum.
- 34.08 When an Employee does not purchase insulated coveralls or a parka in any given year, that year's allowance shall be carried forward to the next year immediately following.

ARTICLE 35

STATEMENT OF JOB DUTIES

- 35.01 Upon request, an Employee shall be entitled to the classification specification and a current statement of the duties and responsibilities for the Employee's position.

ARTICLE 36

TOOLS

- 36.01 All Mechanics and Machinists shall supply their own hand tools and bench tools as are required to perform their work.
- 36.02 Tools shall be replaced by the Employer when damaged or broken in normal use.
- 36.03 Special or unusual tools shall be supplied by the Employer as required.
- 36.04 Each Tradesman who is required to supply their own tools pursuant to Clause 36.01 shall receive an annual allowance of three hundred and fifty (\$350.00) dollars.

ARTICLE 37

RATES OF PAY

- 37.01 Subject to the approval of the Employer, an Employee may receive an annual merit increment based on performance up to the maximum of the applicable salary range for his classification, at rates of pay as specified in Schedule "A" or in the case of apprentices, a percentage of the appropriate tradesman job rate, as specified in regulations issued pursuant to the Apprenticeship and Industry Training Act.

- 37.02 When an Employee is promoted, he shall be moved to the period in the new class that provides for an increase in pay of at least four (4%) percent, provided the maximum for the new classification is not exceeded.

ARTICLE 38

TRAVEL AND SUBSISTENCE

- 38.01 Employees who incur travel, subsistence and moving expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with the Government of Alberta Travel and Subsistence Regulations.

ARTICLE 39

PRINTING OF AGREEMENTS

- 39.01 Each party agrees to pay one-half (1/2) the cost of printing sufficient copies to provide each present and new Employee with one (1) copy of the Agreement, as approved by both parties.
- 39.02 Each party further agrees to pay the full cost of printing additional copies that they order.

ARTICLE 40

NOTICE OF DELIVERY

- 40.01 Any notice hereunder required to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed, in the case of the Board to:

Chair
Special Areas Board
P.O. Box 820
HANNA, Alberta T0J 1P0

and in the case of the AUPE to:

The President
The Alberta Union of Provincial Employees
10025 – 182 Street
EDMONTON, Alberta T5S 0P7

and in the case of the Local to:

The Chair
The Alberta Union of Provincial Employees
Local 118/020
at his home address on file with the Employer

ARTICLE 41

TERM AND EFFECTIVE DATE

- 41.01 This Collective Agreement shall become effective at the beginning of the month following the date of execution by the Parties, unless stipulated to the contrary, and shall remain in effect up to and including December 31, 2018.

DRAFT

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first above written.

Dated at Edmonton, Alberta this _____ day of _____, 2022.

ON BEHALF OF THE SPECIAL AREAS BOARD

Jordon Christianson, Chair
Special Areas Board

Witness

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Guy Smith, President
Alberta Union of Provincial Employees

Witness

**SPECIAL AREAS BOARD
SCHEDULE "A" - PAY SCHEDULE**

EMPLOYER TO PROVIDE PAY SCHEDULE IN EXCEL FORMAT

January 1, 2019 - 0%;

January 1, 2020 – 0%

January 1, 2021 – 0%;

- Four percent (4.0%) Market Adjustment for the Mechanics and for the Administrative Support Classifications, effective January 1, 2021 and retroactive based upon individual anniversary date.

January 1, 2022 – 0% an increase of \$150.00 to the Flex Spending account (\$750 - \$900).

- Following ratification a twelve hundred and fifty dollar (\$1250) lump sum payment for all Full-time and Part-time Employees and a five hundred dollar (\$500.00) lump sum payment for all Seasonal Employees employed on June 1, 2022.

January 1, 2023 – 1.25%

September 1, 2023, 1.50% plus an additional .5% subject to the following Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective September 1, 2023 for the 2023-24 Fiscal Year.

Following ratification, there will be a \$1,250 lump-sum payment for all full-time and part-time employees and a \$500 lump-sum payment for all seasonal employees employed on June 1, 2022.

LETTER OF UNDERSTANDING #1

BETWEEN

THE SPECIAL AREAS BOARD

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

ON BEHALF OF LOCAL 118/020

Re: Separation Payment

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

The Parties agree:

1. During the term of this Letter of Understanding the Separation Payment as outlined in the attached Schedule is available, as an alternative to and if selected by an Employee whose position is abolished, in lieu of the provisions of Article 12 - Layoff, Article 13 - Severance, and Article 14 - Seniority, of the Collective Agreement entered into between the Parties. The Separation Payment will not be available for Employees for whom the Employer has arranged ongoing employment within the Special Areas Board or with any other employer.
2. The Separation Payment will be available for permanent Employees with at least one (1) year of continuous employment with the Employer. Eligible Employees will be entitled to receive Separation Payment at their regular rate of pay according to the attached schedule.
3. Where the Employee has made an election to accept the Separation Payment, the election shall not be altered without the agreement of the Employee and the Chair. Separation shall occur at a time selected by the Chair. Employees shall make their election for Separation Payment within fourteen (14) calendar days of the receipt of a position abolishment notice.
4. In addition to paragraphs 1 and 2, Employees who have not received notice of position abolishment may request the Separation Payment. Such offers may, but will not necessarily result in an offer of the Separation Payment by the Employer to that Employee. Offers are subject to operational requirements as determined by the Chair, whose decision is final and cannot be challenged. Employees who request the Separation Payment, and if approved under this paragraph, are required to resign at a time acceptable to the Chair.
5. Employees accepting the Separation Payment are required to sign an agreement in the attached form.

6. This Letter, including the attached Schedule, does not form part of the Collective Agreement and if concerns arise with respect to the Separation Payment, they shall be addressed by representatives of the Parties and not by way of the grievance procedure.
7. This Letter of Understanding, including the attached Schedule, shall be effective the date of signing of the Collective Agreement and shall remain in effect as provided in Article 42 - Term and Effective Date of the Collective Agreement.
8. This Letter of Understanding may be canceled at any time during the life of the Collective Agreement with the mutual agreement of both Parties.
9. The Parties will meet at the request of either party at any time to consider issues related to position abolishment's, which may occur following the expiry of this letter.

Signed at Hanna this _____ day of _____, 2022.

Jordon Christianson, Chair
Special Areas Board

Guy Smith, President
Alberta Union of Provincial Employees

FOR INFORMATION PURPOSES ONLY

SCHEDULE - SEPARATION PAYMENT

Severance Pay at Regular Rate of Pay Base on Years of Service	Separation Allowance, Weeks of Pay at Regular Rate of Pay Based upon Years of Service	
Two (2) week's pay at Regular Rate of Pay for each full year of continuous service to a maximum of forty-eight (48) weeks.	Separation Allowance to be provided in addition to Severance pay as per Article 13 - Severance as follows	
	Years of Service	Weeks of Pay
	1 to 5	4 weeks
	6 to 10	5 weeks
	11 to 15	6 weeks
	16 to 20	7 weeks
	21 plus	8 weeks
Separation pay is an alternative and in lieu of all the provisions of Article 12 - Layoff, Article 13 - Severance, and Article 14 - Seniority, of the Collective Agreement		

STANDARD SEPARATION PAYMENT FOR
TERMINATION AGREEMENT FOR
BARGAINING UNIT EMPLOYEES

AGREEMENT DATED _____, 2022

BETWEEN THE SPECIAL AREAS BOARD

(THE 'BOARD')

AND

(THE 'EMPLOYEE')

WHEREAS the Employee is presently employed by the Board.

AND WHEREAS the Board 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 Special Areas Board effective _____, 2022.
2. The Board will pay as a severance payment to the Employee the sum of \$ _____ less any withholdings required by law.
3. If during the period _____ to _____ a Department as defined in the *Public Service Act* 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 amount paid to the Employee directly or indirectly by the Department or Provincial Agency during such period, less any lawful deductions made at source, shall be paid by the Employee to the Special Areas Board forthwith following completion of the period. In no case shall the Employee be obliged to repay an amount greater than the amount, less lawful deductions, paid by the Board 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 he may have under the terms of the Collective Agreement between the Special Areas Board and AUPE arising in any way from the termination of his employment;
 - (b) releases the Special Areas Board, its officers and employees from any and all claims which he may now or in the future have arising out of his employment with the Special Areas Board 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 his 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.

SPECIAL AREAS BOARD

WITNESS

EMPLOYEE

WITNESS

LETTER OF UNDERSTANDING #2

BETWEEN

THE SPECIAL AREAS BOARD

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 118/020

Re: Exclusion of High School Students from Bargaining Unit

The Parties agree that high school students employed during the school term or during the periods between school terms and who are employed for project work shall be excluded from the bargaining unit and the provisions of the Collective Agreement shall not apply to such students.

Signed at Hanna this _____ day of _____, 2022.

Jordan Christianson, Chair
Special Areas Board

Guy Smith, President
Alberta Union of Provincial Employees